

## Grassroots ESL Memorandum of Understanding (MOU)

### Parties and Date

This agreement is entered into as of this 24 day of April, 2024, by and among the CITY OF AZUSA, a California municipal corporation (hereinafter referred to as “City”) and AZUSA UNIFIED SCHOOL DISTRICT (hereinafter collectively referred to as “Community Partner”). Both City and Community Partner are sometimes referred to in this agreement as the “Parties.” The Parties agree to collaborate to provide community-based English as a Second Language (ESL) instruction to the Azusa community. The program is called Grassroots ESL.

### RESPONSIBILITIES

The Azusa City Library will provide:

- Overall program leadership and management, including fiscal management and program reporting;
- Training for site coordinators;
- Training and support for volunteer ESL tutors;
- Program marketing and outreach;
- Materials for ESL tutoring;
- Data management and reporting.

Azusa Unified School District will provide:

- A site for ESL instruction, including space for small group tutoring;
- Site coordinator to oversee program at partner’s site;
- Volunteer ESL tutor and student recruitment;
- Children’s activities at partner’s site in accordance with partner’s policies and guidelines (optional);
- Data collection of monthly reports from volunteer tutors to be submitted to City upon request.

### TERMS OF AGREEMENT

Each Party shall be individually and separately responsible for the operation of Grassroots ESL program on its property. Civil or criminal liability arising from the actions of employees, clients, or guests on a Party’s property during operation of the program shall be the sole responsibility of that Party.

Indemnification. City shall indemnify, defend and hold Community Partner, its officials, officers, employees, agents, volunteers and contractors free and harmless from and against any and all losses, claims, damages, fees (including attorney’s fees and costs), due to injuries to persons or property (including wrongful death) in any manner arising out of or incident to any actual or alleged negligent acts, omissions or willful misconduct of City, its officials, officers, employees, agents and volunteers in the performance of this Agreement. Community Partner shall indemnify, defend and hold City, its officials, officers, employees, agents and volunteers free and harmless from and against any and all losses, claims, damages, fees (including attorney’s fees and costs), due to

injuries to persons or property (including wrongful death) in any manner arising out of or incident to any actual or alleged negligent acts, omissions or willful misconduct of Community Partner, its officials, officers, employees, agents, volunteers and contractors in the performance of this Agreement.

Community Partner shall obtain and maintain at its expense, during the term of this Agreement, all insurance required by law for its employees engaged in the performance of this Agreement, including, but not limited to worker's compensation insurance. Community Partner shall also obtain and maintain at its expense, during the term of this Agreement, comprehensive general liability insurance with coverage of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence (and not "claims made") for bodily injury, personal injury and property damage. Community Partner shall cause City, its officials, officers, employees, and agents and volunteers, to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against City. Community Partner shall provide City with written proof of the existence of such insurance and the commitment of the insurance carrier (either by policy endorsement or similar agreement) to notify City in writing 30 days before any reduction in coverage or the cancellation of such insurance. All insurance coverage required herein shall apply on a primary non-contributing basis in relation to any insurance or self-insurance available or applicable to City.

Amendment. The terms of this Agreement may be altered, changed, or amended only by written agreement of the Parties hereto.

Notices. All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below, but each Party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

City:	City of Azusa 213 East Foothill Boulevard Azusa, CA 91702 Attn: City Library
Community Partner:	Azusa Unified School District 546 S. Citrus Avenue Azusa, CA 91702

Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

Term and Termination. This Agreement shall commence on the date first written above and shall remain in effect until terminated, as provided herein. Either Party may, by written notice to the other Party, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. The indemnification provisions of this Agreement shall survive its termination in perpetuity.

CITY OF AZUSA

AZUSA UNIFIED SCHOOL DISTRICT

By: 

By: \_\_\_\_\_

Date: 3.8.24

Date: \_\_\_\_\_

Printed Name: Leila Hassan

Printed Name: Norma Carvajal Camacho

Title: Director of Library and Information Technology

Title: Assistant Superintendent, Ed. Services