

**MEMORANDUM OF UNDERSTANDING – PARTNERSHIP AGREEMENT FOR
AZUSA UNIFIED SCHOOL DISTRICT AND PRESCOTT SANCHEZ, INC.**

The Azusa Unified School District (herein “AUSD”) and Prescott Sanchez, Inc. DBA Home Instead Pasadena (herein “HIP”) agree to the following Partnership Agreement (herein "Agreement") with respect to AUSD assisting HIP with delivering the Direct Care Worker Equity Through Training & Peer Mentoring Program (herein “Program”).

I. AUSD RESPONSIBILITIES

A. Program Goal

The Program addresses the need for more individuals of diverse backgrounds to enter the non-medical home care aide career path to support the rapidly growing aging adult population in California. AUSD agrees to support the goal of the Program: to reduce barriers to home care aid training participation and job turnover by offering a structured training and peer mentoring program with financial support to address key challenges that most direct care workers face in starting a career in non-medical home care.

B. Services Provided by AUSD

AUSD will allow HIP training staff to teach its core training program on the campus of Azusa Adult Education Center (herein “AAEC”) and end each cohort with a job placement session. AAEC will allow HIP training staff to access a classroom and all hands-on healthcare training equipment on its campus. This equipment includes, but is not limited to: hospital beds, training mannequins, blankets, pillows, towels, wheel chairs, walkers, food service trays, scales, blood pressure cuffs, stethoscopes, and audio/visual equipment among others.

C. AAEC Enrollment

AAEC will enroll all eligible Program participants as its students.

D. Use of AUSD Services for Program is Non-binding

HIP is under no binding contract to utilize AUSD services for the Program. The Agreement only pertains to those Program cohorts for which both the HIP and AUSD mutually decide upon to pursue. The decision on which Program to pursue will come from communication and collaboration between AAEC and HIP representatives. Once Program cohort dates have been mutually agreed upon, the Agreement dictates terms between the parties to administer an effective Program and provide successful student outcomes for HIP and AAEC.

E. Length of Program

The length of the Program is five (5) days and 40 hours. AUSD will provide classrooms and equipment for the entire length of the Program.

F. Locale for Program

The Program is offered on the AAEC campus. The address is below:

1040 E. Gladstone Street
Azusa, CA 91702

G. Coordinator for the Program

AAEC will provide a program coordinator/director that will serve as the contact to the HIP and work with the identified HIP administrator to ensure the Program runs smoothly and all requirements for the Program are met.

H. Documentation

AAEC will provide HIP with all required documentation and forms in a timely

manner, when requested, including, but not limited to: course outlines of record, applications, registration materials, attendance sheets, instructor credentials, and other documents as required by HIP or any other regulatory body.

I. Marketing and Outreach

AAEC will collaborate with HIP to increase Program enrollment. AAEC will engage in outreach to its network including reasonable marketing efforts.

J. Public Access

AAEC will ensure that Program courses offered pursuant to this Agreement are fully open to the public, are so advertised and are held during hours in which the campus is not specifically closed to the public.

II. HIP RESPONSIBILITIES

A. HIP Administrator

HIP will name an administrator to serve as the contact to AAEC.

B. Reimbursement

HIP agrees to reimburse AAEC \$2000 for each 5-day session to cover the cost of classroom use. HIP agrees to pay AUSD invoices in a timely fashion.

C. Course Supplies

HIP agrees to provide all expendable course supplies through its grant funding.

D. Employment of Instructors / Substitutes for Program

HIP will select and hire all Program instructors and ensure that instructors meet the minimum qualifications and industry expertise to provide CTE course instruction required for the Program. All instructors will be exclusive employees of HIP and will be subject solely to its direction, control, compensation, and discharge. HIP will bear all liabilities and expenses imposed by law or contract incident to such employment, including, but not limited to, workers' compensation insurance, unemployment insurance, Social Security contributions, and tax withholdings. HIP will hire all substitutes, ensure they meet the minimum qualifications and pay them accordingly.

E. Instructor Supervision of Program Students

HIP will ensure that all students in the Program are under the immediate supervision of HIP's instructors at all times during class.

F. Daily Attendance

HIP is required to keep Program attendance using its designated attendance management solution. Attendance sheets must be signed by HIP instructor and every enrolled student to verify daily attendance hours and attendance total for the session for each Program. HIP agrees to provide AAEC with properly signed attendance records for all students in the Program at the end of the 5-day course in a timely fashion.

G. Registration

HIP agrees to take responsibility for initial registration of all Program students. HIP agrees to provide timely Program enrollment records so that AAEC can get students registered in its systems.

III. GENERAL PROVISIONS

A. School Policies and Procedures

HIP will ensure that each Program student is aware of and understands all applicable AAEC policies and procedures and will require each student to conform to all such policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of HIP and AAEC.

B. Confidentiality

All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of HIP and AUSD will remain strictly confidential and will not be disclosed without prior written consent of the other party.

HIP is responsible for respecting and maintaining the privacy and confidentiality of all student information and records which it may receive or have access to pursuant to this Agreement. HIP will notify Program students that the school complies with the terms and conditions of all applicable confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Regulations promulgated thereunder (20 U.S.C. §12329; 34 C.F.R. Part 99); California Education Code §49060 et seq. (pupil records); California Welfare & Institutions Code §§ 300 and 600 et seq.; §827 Juvenile justice system records); California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and 42 U.S.C. §§290dd-2: (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 -164), as amended from time to time.

C. Entire Agreement: Amendment

This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and will supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.

D. Indemnification

1. AUSD will hold harmless, defend and indemnify the HIP, its officers, agents, and employees for any claim for damages resulting from the acts or omissions of the AAEC, its officers, agents, employees, and students with respect to the training program.
2. The HIP will hold harmless, defend and indemnify AAEC, its officers, agents, and employees for any claim for damages resulting from the acts or omissions of the HIP, its officers, agents, and employees with respect to the training program.

E. Liability Insurance for Both AUSD and HIP

1. HIP will procure and maintain, for the duration of this Agreement, insurance or self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance hereunder by HIP and HIP's agents, representatives, officers, employees, or agents. The following insurance coverage(s), as applicable, are required:
 - a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence.

- b. Professional Liability (Errors and Omissions) Insurance appropriate to HIP’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.
 - c. If HIP uses any automobile in connection with its business activities, HIP must have Automobile Liability Coverage: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if HIP has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - d. Workers’ Compensation per statue and Employer’s Liability Insurance in an amount of not less than \$1,000,000 per accident or occupational illness for HIP employees.
2. AUSD will procure and maintain, for the duration of this Agreement, insurance or self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance hereunder by AUSD and AUSD’s agents, representatives, officers, employees, or agents. The following insurance coverage(s), as applicable, are required:
- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence.
 - b. Workers’ Compensation per statue and Employer’s Liability Insurance in an amount of not less than \$1,000,000 per accident or occupational illness for HIP employees.
- F. Governing Law
This Agreement will be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement will be instituted and prosecuted only in a court of proper jurisdiction in Los Angeles County, California.
- G. Non-Discrimination
Neither party will discriminate against any Program student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

IV. DATES AND RESPONSIBLE PERSONNEL

An Action Plan with dates and responsible personnel will be fully developed and made available to all pertinent parties. Responsible parties are below:

Action Plan Dates and Responsible Personnel	TBD
AUSD Program Director	Mari Bordona, Interim Director
HIP Administrator	Dr. Gregory Sanchez, President


V. TERM; TERMINATION.

- a. This Memorandum of Understanding (MOU) shall commence on May 1, 2023 and expire on June 30, 2025 at which time this Agreement **shall automatically be extended for additional, successive twelve (12) month terms** (each such twelve month term herein is referred to as an "Extension Term")
- b. Except as otherwise provided herein, either party may terminate this MOU at any time without cause upon at least (30) day's prior written notice, provided that all students currently enrolled in the Program at Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Facility, such completion not to exceed three (3) months.

VI. ENTIRE AGREEMENT. This MOU contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This MOU may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this MOU.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date of _____.

PRESCOTT SANCHEZ, INC.



Date 3/10/23
Greg Sanchez
President

AZUSA UNIFIED SCHOOL DISTRICT

Date _____
Norma Camacho
Assistant Superintendent, Educational Services

Date _____
Arturo Ortega
Superintendent