



ACADEMIC SERVICE-LEARNING AGREEMENT

Academic Service-Learning, APU Center for Career & Community Engaged Learning

This Academic Service-Learning Agreement (“Agreement”) is made and entered into as of the execution of the Agreement by both parties (on the “Effective Date”) by and between Azusa Unified School District (“District”) located in Azusa, California, and Azusa Pacific University (“University”) a non-profit religious corporation located in Azusa, California.

RECITALS

- A. District operates schools within its service area, and employs credentialed staff to serve one or more of those schools.
- B. University is an institution of higher learning authorized pursuant to California law to offer education programs, including without limitation, community engagement programs.
- C. District operates schools which are suitable for University's Program. University desires to establish the Program at District for the students of the University enrolled in the Program. District desires to support the Program to assist in training students of University.
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program at District schools.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF UNIVERSITY

- 1.1 Academic Responsibility. University shall develop the curriculum for the Program and shall be responsible for approval and assessment of University student participation.
- 1.2 Number of Students. Following appropriate due diligence, University shall designate and notify District of the University students who are enrolled and in good standing in the Program to be assigned for community engagement at District in such numbers as are mutually agreed upon between District and University. University and District will also mutually agree to the dates and length of the Program.

- 1.3 Orientation. University shall provide orientation to all University students and ensure that all University students receive instruction and have necessary basic skills prior to the community engagement at District.
- 1.4 Documentation. University shall maintain all attendance and academic records of University students participating in the Program. University shall implement and maintain an evaluation process of the University students' progress throughout the Program.
- 1.5 District Policies and Procedures. University shall ensure that each University student is aware of and understands all applicable District policies and procedures and shall require each University student to conform to all such District policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of District and University.
- 1.6 Supplies and Equipment. University shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program.
- 1.7 Confidentiality. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District and the University shall remain strictly confidential and shall not be disclosed without consent of the other party.

The University shall notify University Students that they are responsible for respecting and maintaining the confidentiality of all District Student information and law enforcement records which the University Student may receive or have access to pursuant to this Agreement. The University shall notify University Students that they must agree to comply 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. section 1232g; 34 C.F.R. Part 99); California Education Code section 49060 et seq. (pupil records); California Welfare & Institutions Code sections 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.

- 1.8 Insurance. General or Public Liability, References To Insurance Requirements. Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain at its own expense a program of insurance or self-insurance covering its activities and operations hereunder.

University shall, at its sole cost and expense, 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 the University and University'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 (or similar – e.g., CG 05-2023, commonly used in Higher Ed) 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. District, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that the University’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. Sexual Abuse and Molestation Insurance: In the event any direct or incidental contact with minor students is likely to take place, University must provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$3,000,000 per wrongful act and \$6,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an “occurrence” and not on a claims-made or claims-made-and-reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. District, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that University’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

c. Workers’ Compensation Insurance: The parties agree and understand that the students participating in this Academic Student Learning Agreement are not employees of either party for any purpose, receiving neither the provision of wages or other benefits, nor coverage by Workers’ Compensation Insurance.

1.9 Accreditation. University shall at all times during the course of this Agreement be accredited, licensed or qualified to offer the Program to students.

1.10 Program description: See exhibit A attached for the description of the activities.

2. RESPONSIBILITIES OF District

- 2.1 Access. District shall permit nonexclusive access to the Program to those students designated by University as eligible for participation in the Program at District provided such access does not unreasonably interfere with the regular activities at District. District agrees to provide qualified students with community engagement opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of District pupils.
- 2.2 Implementation of Program. District agrees to cooperate with and assist in the planning and implementation of the Program at District for the benefit of students from University.
- 2.3 Supervision: District shall provide for the supervision of University students in their community engagement experience at District school(s) by a designated school employee provided by the District.
- 2.4 Transportation. District shall be responsible, as between District and University, for the cost of travel expenses and transportation, if any, incurred by District as a result of the Program.
- 2.5 Space and Storage. At District's discretion, it will provide University students with a workspace at the District school(s) and with an acceptable amount of storage space for University's instructional materials for use in the Program, subject to reasonable availability.
- 2.6 Removal of Students. In the event that any University student, in the sole discretion of District, fails to perform satisfactorily, fails to follow District policies, procedures and regulations, or fails to meet District standards for health, safety, security, cooperation or ethical behavior, District shall have the right to request that University withdraw the student from the Program. University shall comply with District's request within five (5) days of receipt of written notice from District. Notwithstanding the foregoing, in the event of any emergency or if any University student represents a threat to safety or personnel, District may immediately exclude any University student from District until final resolution of the matter with University.
- 2.7 Documentation. District agrees to make available to qualified students of University a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules.
- 2.8 Statement of Adequate Staffing. District acknowledges that it has adequate staffing and that University students participating in the Program shall not be required to substitute for any District contracted employee necessary for reasonable staffing coverage.
- 2.9 Authority. District shall maintain at all times full authority over and responsibility

for care of its pupils and may intervene and/or redirect University students when appropriate or necessary.

2.10 Insurance. The District shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with its performance hereunder by the District and its agents, representatives, officers, employees, or agents. The following insurance coverage, as applicable, are required:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or similar) 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation per statute and Employer’s Liability Insurance in an amount of not less than \$1,000,000 per accident or occupational illness for District employees.

c. For any claims arising out of or resulting from this Agreement that are covered by the University’s insurance, the University’s coverage shall be primary, at least as broad as ISO CG 20 01 04 13, as respects the District, its board of trustees, and their officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its board of trustees, and their officials, employees, volunteers, and agents shall be excess of the University’s insurance and shall not contribute with it.

d. Any commercial insurance procured pursuant to these requirements is to be placed with insurers authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Line Insurers (“LASLI”) is maintained by the California Department of Insurance at <http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/>. University hereby grants to District a waiver of any right to subrogation which any insurer of said University may acquire against the District by virtue of the payment of any loss under such insurance. University agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

Upon request, each party shall furnish the other party with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and

shall continue for three (3) years unless terminated sooner as provided herein.

- 3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, District will attempt to limit its termination of this Agreement without cause so as to allow the completion of University student training for the then current academic year by any University student who, at the date of said notice by District, was satisfactorily participating in the Program.
- 3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that University is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between District and University an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. University students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between District and any University student.
- 3.4 Role of Students. It is not the intention of University or District that any students occupy the position of third party beneficiary of any obligations assumed by District or University pursuant to this Agreement.
- 3.5 Publicity. Neither University nor District shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program without the prior written consent of the other party.
- 3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of District.

4. GENERAL PROVISIONS

- 4.1 Entire Agreement; Amendment. This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and shall 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.
- 4.2 Assignment. Neither party shall subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- 4.3 Mutual Indemnification.
 - a. The District shall defend, indemnify, and hold harmless the University, and its directors, officers, employees, volunteers, and agents (“University Indemnitees”) from and against all liabilities, losses, expenses, claims, actions, or judgments (including payment of reasonable attorneys’ fees and costs, and other related

costs and expenses) recovered or made against any University Indemnitee for any damage, injury, or death to persons or damage to property arising out of or resulting from: (1) any negligent or intentional acts or omissions of the District and (2) the District's breach of any of its representations or warranties in this Agreement. The District's indemnification hereunder does not extend to any activities occurring on University's premises, including while the District is engaged in training of students in the Program, unless arising from the sole negligence or intentional conduct of the District. Rather, as set forth below, the University is obligated to defend and indemnify District from all liability which results from any conditions occurring on the premises of the University. The District's indemnification does not extend to any damage, injury, or death caused by the sole negligence or willful misconduct of the University, its directors, officers, directors, employees, volunteers, or agents.

b. The University shall defend, indemnify, and hold harmless the District, its trustees, officials, officers, employees, volunteers, and agents ("District Indemnitees") from and against all liabilities, losses, expenses, claims, actions, or judgments (including payment of reasonable attorneys' fees and costs, and other related costs and expenses) recovered or made against any District Indemnitee for any damage, injury, or death to persons or damage to property arising out of or resulting from: (1) any negligent or intentional acts or omissions of the University its directors, officers, employees, volunteers, or agents, (2) the University's breach of any of its representations or warranties in this Agreement, (3) all liability resulting from conditions occurring on the University's premises, including without limitation, any activities occurring while the District is engaged in training of students of the Program, and (4) the business activities of the University. University's indemnification hereunder includes but is not limited to conditions created by this Agreement or which are based upon the violation of any statute, ordinance, or regulation.

c. The indemnification obligations set forth in this Agreement are in addition to any common law or statutory liability and indemnification rights available to either party.

d. The indemnifications granted hereunder include, but are not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The indemnitor's defense obligations (with counsel approved by the indemnitee), shall arise immediately upon tender of any of the indemnitees, and the defense shall be paid at the indemnitor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the indemnitees, notwithstanding whether liability is, can be or has yet been established. Indemnitor shall pay and satisfy any judgment, award or decree that may be rendered against any of the indemnitee, in any such suit, action or other legal proceeding.

e. Either party, upon receipt of tender from any indemnitee hereunder (the "Tendering Indemnitee"), may refuse to provide indemnity or defense hereunder (the "Refusing Party"), if the Refusing Party, in reliance upon an opinion of qualified counsel, has determined that a valid basis exists for determining that the claim, for which indemnity or defense is sought, is not required to be indemnified or defended pursuant to the terms of this Agreement. A refusal to indemnify or

defend under such circumstances shall not be a material breach of this Agreement. However, if the Tendering Indemnitee shall be required by a final judgment to pay any amount in respect of any obligation or liability against which it has been determined by final judgment that the Refusing Party is required to indemnify or defend under this Agreement, the Refusing Party shall promptly reimburse the Tendering Indemnitee in an amount equal to the amount of such payment, according to proof.

- 4.3 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- 4.4 Non-Discrimination. Neither party shall discriminate against any University student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference, except to the extent that religious freedom exemptions apply. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.
- 4.5 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

District: Azusa Unified School District
546 S. Citrus Ave.
Azusa, CA 91702
Attention: Norma Camacho, Assistant
Superintendent of Educational Services

University: Azusa Pacific University
901 E Alostia Ave
Azusa, CA 91702
Attn: Office of the Provost provost@apu.edu
Copy to General Counsel

- 4.6 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 4.7 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

4.8 Program Description: Refer to Exhibit A for the description of the activities.

University

Azusa Pacific University

Anita Fitzgerald Henck

07 / 26 / 2023

Signature

Anita Henck, PhD, Provost

Organization:

Azusa Unified School District

Signature

Norma Camacho

APU Academic Service-Learning Agreement | “Exhibit A” | Program Description

Section 1

Name of Organization: Azusa Unified School District
Contact Person & Title: Norma Camacho, Assistant Superintendent
Contact Number: 626-967-6211
Address of Organization: 546 S. Citrus Ave. Azusa, CA 91702

Section 2

Service-Learning projects timeframe: 07/1/2023 to 06/30/2026

Section 3

During the course of the service-learning projects, the service-learning students will complete the approved Azusa Pacific University portions of the program.

- a. The duration for the service-learning projects will be determined prior by the District and Azusa Pacific University for each student. It is intended that the service-learning experiences encompass a period of at least one term and will not exceed the time limits as listed below:
Service-Learning: Not to exceed 3 calendar years
- b. The service-learning experience student(s) will be provided experience and practice in the school and classroom. Duties will vary according to available opportunities on the site, as determined by the District. Anticipated duties include:
 - 1) Meet with students in small group mentoring activities
 - 2) Facilitate lessons and activities with students
 - 3) Prepare college readiness programs and curriculum (i.e. College Headed and Mighty Proud/CHAMP program)
 - 4) Collaborate with special education teachers and staff to serve students in SDC classes
 - 5) Plan & implement workshops for parents and family members
 - 6) Host groups of AUSD students to APU for tours, activities, events, etc.