



Off Campus Federal Work-Study Agreement

Azusa Unified School District

This agreement is entered into between Azusa Pacific University, hereinafter known as the "University", and Azusa Unified School District, hereinafter known as the "District" for the purpose of providing work to students eligible for the Federal Work-Study Program (FWS) in a variety of roles, consolidating into this master form of agreement several prior, individual agreements.

The University shall attach schedules to this Agreement from time to time which set forth descriptions of the work each student will perform, the total number of participating students, the hourly rate of pay, the number of hours per week each student is allowed to work, and the maximum amount of wages each student may receive. Each schedule shall bear the signature of a duly authorized official of the University.

The University will make available to the District students for the performance of specific work assignments. Students may be removed from work on a particular assignment or from the District or University, either on their own initiative or at the request of the District or University. The District agrees that no student will be denied work or subject to different treatment under this Agreement on the grounds of race, color, national origin, religion, sex, marital status, age, disability, or veteran status.

The University and the District desire that the University's eligible students engage in work in the public interest for public agencies and private nonprofit organizations. To the maximum extent practicable, the employment will complement and reinforce the educational program or vocational goals of each student employed.

1. The University is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the District. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the District, and to determine that the students do, in fact, perform their work. The District's right is limited to the direction of the details and means by which the result is to be accomplished. District shall utilize the services of students who are referred to District by University and who University has determined are eligible to participate in the Federal Work Study Program and who District determines are qualified and acceptable to perform services for District. The services to be performed by the student(s) are summarized in Exhibit "A" attached hereto and by this reference made a part hereof.
2. The work performed by the students shall be in the public interest.
3. The work performed by the students shall not:
 - a. Displace employees, impair existing service contracts, replace regular employees, replace employees who are on strike; or
 - b. Involve any partisan or nonpartisan political activity associated with a faction in an election for public or party office; or
 - c. Benefit primarily members of a limited membership District such as a credit union, a

- fraternal or religious order, or cooperative; or
- d. Involve work for an elected official as a political aide or work for an elected official who is not responsible for the regular administration of federal, state, or local government;
 - e. Involve any lobbying on the federal, state, or local level; or
 - f. Include employment for the U.S. Department of Education; and
 - g. Include consideration of the student's political support or party affiliation the hiring decision
4. The wage rate to be paid to students participating in the program shall:
 - a. Be not less than the current federal or state minimum wage required under Section 6(a) of the Fair Labor Standards Act of 1938;
 - b. Be computed on an hourly basis for actual time on the job;
 - c. Not include any fringe benefits; and
 - d. Be appropriate and reasonable in terms of the type of work performed, the employee's proficiency, the geographical region, and applicable federal, state, or local law
 5. Neither the University nor the District shall provide or pay for a student's transportation expenses to and from the place where he or she regularly performs services for the District. However, if there are any job responsibilities that require students to drive their own vehicle while performing services for the District, the University will pay for that cost through expense reimbursement.
 6. The University agrees to pay for workers' compensation benefits that a student employee may be eligible for while working at the District.
 7. The University agrees to pay 100% of the total wages earned by a student worker under this agreement up to the assigned maximum number of hours allotted to each student. The District will pay 100% of wages earned in excess of the total assigned maximum hours allotted per student. The University will pay 100% of total wages during a student's training period when training is provided by the University. Training provided by the University will not count against the number of weekly hours allotted to the District. Training provided by the District will be considered part of the student employee's weekly allotted hours. Compensation for work under this agreement will be disbursed by the University.
 8. District Shall:
 - a. Not solicit or accept fees, commissions, contributions, or gifts as a condition for Federal Work Study employment.
 - b. Reasonably supervise the services of students participating in the Federal Work Study Program and permit occasional inspection and audit by University and auditors.
 - c. Not allow any student's weekly hours to exceed the amount of the student's allotted hours as determined by University. If District permits a student to work hours in excess of the amount for which the student is allotted, District shall pay all of the student's earnings in excess of the student's allotted hours.
 - d. Abide by University's determination of student's eligibility for the Federal Work Study Program.

- e. Not require students to work during their scheduled class time or in areas where alcohol is present.
9. This Agreement shall be subject to the availability of funds to University for that portion of the student's compensation paid from Title IV Federal Work Study funds. It shall also be subject to the provisions of the Higher Education Act of 1965, as amended, and the regulations adopted thereunder, as amended.
10. 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.

11. District, and any agents and employees of District, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the University.
12. The University may terminate this agreement and be relieved of its obligations with regard to District hereunder should District fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, University may proceed to carry out the purpose of this agreement in any manner deemed proper by University. The balance for employment, if any, shall be paid by the District within 14 days of notice of termination of this agreement.
13. The benefits under this agreement are not assignable by District either in whole or in part nor are the responsibilities delegable by the District either in whole or in part.
14. University requires that each student participate in a survey evaluating their experience working with the District. District can request a copy of evaluation questions from the program manager.
15. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
16. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated, herein and no alterations or variations of the same terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
17. This agreement supersedes all previously dated cooperative agreements for Community Advancement Programs and terminates on June 30th of the agreement year. Either party may terminate this agreement early by providing a 14 day written notice to the other party.
18. 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) 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 per statute.

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 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.

For any claims arising out of or resulting from this Agreement, the University's insurance coverage shall be primary insurance coverage, 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.

Any commercial insurance procured pursuant to these requirements is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by the other party, and must be 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.

[Signatures continue on next page]

In witness thereof, the University and District have executed this agreement July 2023.

**University: Azusa Pacific University
901 E. Alostia Ave., Azusa, CA 91702**

Anita Fitzgerald Henck

07 / 26 / 2023

Signature
Anita Henck, PhD, Provost

Date

**District: Azusa Unified School District
546 S. Citrus Ave. Azusa, CA 91702**

Signature
Date
Norma Camacho
Assistant Superintendent of Educational Services

Off Campus Federal Work-Study Agreement | “Exhibit A” | Services Description

Azusa Unified School District

Section 1

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

Section 2

Employment timeframe: 08/2023 to 05/2026

Section 3

During the course of employment, the FWS students will complete services of the position(s) hired for.

- a. The duration for the Federal Work Study position will be determined prior to employment by the District site staff representatives and Azusa Pacific University for each student. It is intended that the community-based Federal Work Study employment encompass a period of at least one term and will not exceed the time limits as listed below:
Off-Campus FWS Employment: Not to exceed 3 calendar years
- b. The APU FWS 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) Tutoring students in 1 on 1 and group settings
 - 2) Assisting in schools/classrooms with tutoring, facilitating lessons, mentoring, and social-emotional learning activities
 - 3) Collaborating with school staff to assist with other daily school programs, activities, and events

Location work will be performed:

Elementary, Middle, and High School sites within Azusa Unified School District

APU Position Supervisor:

Community Advancement Program Manager, Michelle McDonald

Maximum Number of Hours per week:

29 Hours/Week per student dependent on Federal Work Study award amount, which will determine length of employment and hours per week student can work

Percentage of Salary paid by University:

100% of hours. per student, until the student's FWS award amount has been reached

Percentage of Salary paid by District:

100% of hrs. exceeding FWS award amount.

Section 4

Authorized Signatures:

University:

**Azusa Pacific University 901 E. Alostia Ave.
Azusa, CA 91702**



07 / 25 / 2023

Signature

Date

Michelle McDonald

Community Advancement Programs Manager

District:

**Azusa Unified School District 546 S. Citrus Ave.
Azusa, CA 91702**

Signature

Date

Norma Camacho

Assistant Superintendent of Educational Services