



EDUCATION AFFILIATION AGREEMENT

This **AGREEMENT** is made by and between, Albany Unified School District, located at 1216 Solano Ave, Albany, CA 94706 hereinafter known as **FACILITY**, and Unitek Learning Education Group Corp., which includes and operates Brookline College, Eagle Gate College, Provo College, Unitek College and Unitek Healthcare Training, LLC with a business located at 1401 Dove Street, Suite 340, Newport Beach, CA, hereinafter collectively known as **COLLEGE** is effective as of 4/1/2024.

BASIS AND PURPOSE OF THE AGREEMENT

Whereas Unitek Learning Education Group Corp., which includes and operates Brookline College, Eagle Gate College, Provo College, Unitek College, and Unitek Healthcare Training, LLC, seeks to have a common affiliation agreement to provide educational experiences for the students enrolled in all **Nursing Programs** and all **Allied Health programs** which include Medical Assistant, Medical Office Administration, Patient Care Technician, Dental Assistant, Physical Therapist Assistant, Occupational Therapy Assistant, Medical Laboratory Technician, Sterile Processing and Surgical Technologist offered by COLLEGE.

Whereas it is to the benefit of both FACILITY and COLLEGE that students have opportunities for educational experiences to enhance their capabilities as healthcare workers in the program of enrollment. Now, therefore, the FACILITY and COLLEGE agree as follows:

COLLEGE'S RESPONSIBILITIES

- A. **Schedule of Assignments.** Both parties shall agree upon the period for each student's training at the FACILITY, and the number of students to receive training at the FACILITY shall be mutually agreed upon.
- B. **Program Coordinator.** COLLEGE shall designate a point of contact who shall coordinate with a FACILITY designee in planning the training, orientation, and scheduling.
- C. **Periodic Conferences.** COLLEGE shall arrange for periodic conferences between appropriate representatives of COLLEGE and FACILITY to evaluate the educational experience under this Agreement.
- D. **Grade.** The COLLEGE faculty are responsible for assigning all final grades with input from the FACILITY.
- E. **Records.** COLLEGE shall maintain all academic records of all students.
- F. **Rules and Regulations.** COLLEGE shall enforce rules and regulations governing the students, which rules and regulations shall be mutually agreed upon by COLLEGE and FACILITY.
- G. **Supervision.**
 - a Nursing Programs: COLLEGE shall provide a Program Specific Faculty, licensed in the state where the FACILITY is located (where required by state professional practice standards), to supervise all instruction and clinical/non-clinical experiences for students given at the FACILITY.
 - b Allied Health Programs: COLLEGE shall provide a clinical or externship education coordinator or designee to review the educational goals of clinical or externship courses and manage the oversight of instruction and documentation of student progress at FACILITY.

- H. **Universal Precautions and Basic Life Support.** COLLEGE shall ensure that each student has completed a class on infection control, including instruction on blood-borne pathogens and Cardiopulmonary Resuscitation (BLS for healthcare) before assignment to FACILITY and shall provide a copy of the student's current BLS card on request.
- a. **Health Policy.** COLLEGE will ensure all students participating in clinical rotations are current regarding the COLLEGE and the FACILITY immunization requirements and TB Testing to participate in FACILITY rotations, externships, or practicums. Documentation will be provided upon request.

STUDENT RESPONSIBILITIES

Student Responsibilities. COLLEGE shall notify students that they are responsible for:

- a. Following administrative policies, procedures, rules, and regulations of FACILITY.
- b. Arranging for and assuming the cost of their own health insurance.
- c. Assuming responsibility for their personal illness, immunizations, tuberculin test, and annual health examination.
- d. Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except in the regular course of the training program at the FACILITY. The discussion, transmission, or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the clinical training at FACILITY is forbidden except as a necessary part of the training program.
- e. Following the dress code of the FACILITY and wearing picture identification cards and school badges on the left shoulder of their uniform, which will identify them as students as well as verbally identifying herself/himself as a student before beginning to care for a patient.
- f. Attending an orientation of FACILITY provided by their instructors.
- g. Providing services to the FACILITIES patients under the direct supervision of a faculty member provided by COLLEGE or FACILITY provided preceptors.

FACILITY RESPONSIBILITIES

- A. FACILITY will provide an environment that is appropriate to the learning needs of the students(s) and meets the written objective of the program of study.
- B. FACILITY staff will be of adequate number and quality to ensure the patients' safe and continuous health care services.
- C. FACILITY shall retain ultimate responsibility for patient care and services.
- D. FACILITY shall provide provision for the orientation of faculty and students.
- E. FACILITY personnel will participate in the instruction of students where such education is considered of value and when agreed upon by FACILITY and COLLEGE for all allied health programs and nursing programs.
- F. FACILITY shall provide feedback to COLLEGE and their students via a clinical performance assessment tool for all Allied Health programs.
- G. FACILITY shall accept from COLLEGE the mutually agreed upon a number of students enrolled in the Program and shall provide said students with supervised clinical experience.

- H. FACILITY shall designate a member of FACILITIES staff to participate with the designee of COLLEGE in planning, implementing, and coordinating the training program
- I. FACILITY shall permit students enrolled in the Program access to FACILITIES as appropriate and necessary for their program, provided that the presence of students shall not interfere with the activities of the FACILITY.
 - a. Parking areas
 - b. Same food that is available to staff
 - c. Classroom and conference room space
 - d. Access to sources of information for educational purposes, such as
 - i. Charts, nursing station references, Kardex files ii.
 - Procedure guides, policy manuals
- J. FACILITY may request COLLEGE to remove and withdraw from the training program any student whom the FACILITY determines is not performing satisfactorily or who refuses to follow the FACILITY's administrative policies, procedures, rules, and regulations. Such requests must be in writing and must include a statement as to the reason(s) why FACILITY desires to have the student withdrawn. Said requests shall be complied with within five (5) instructional days of receipt. FACILITY reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to self or others. In such instances, FACILITY must notify the COLLEGE within 24 hours of such determination.
- K. FACILITY shall, on any day when a student is receiving training at its facilities, provide to the student necessary emergency health care or first aid for accidents occurring in its facilities. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- L. FACILITY shall not utilize students in lieu of trained professionals employed by FACILITY and recognizes that students are there in a training capacity only.
- M. FACILITY if hosting a Dental Assistant Program in California shall comply with the Dental Board of California regulations of Title 16, Division 10, Article therein

AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students participating in externships, clinical and non-clinical training at FACILITY pursuant to this AGREEMENT shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, or citizenship, within limits imposed by law.

STATUS OF FACILITY AND COLLEGE

It is expressly agreed and understood by FACILITY and COLLEGE that students under this Program are in attendance for educational purposes, and such students are not considered employees of FACILITY for any purpose, including, but not limited to, compensation for services, employee welfare, and pension benefits, or workers' compensation insurance.

INDEMNIFICATION

- A. COLLEGE agrees to indemnify, defend, and hold harmless FACILITY and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions COLLEGE, its officers, employees, or agents.



- B. FACILITY agrees to indemnify, defend, and hold harmless COLLEGE and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of FACILITY, its agents, or its employees.

INSURANCE

- A. COLLEGE shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and FACILITY against liability arising from or incident to the use of FACILITY by COLLEGE's students and naming FACILITY as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. COLLEGE shall also maintain and provide evidence of workers' compensation and disability coverage as required by law
- D. COLLEGE shall provide FACILITY with a certificate of insurance evidencing that insurance coverage is required under this section and providing for not less than thirty (30) days written notice to FACILITY of the cancellation of such insurance. COLLEGE shall promptly notify FACILITY of any cancellation, reduction, or other material change in the amount or scope of coverage required hereunder.

TERM AND TERMINATION

- A. **Term.** This Agreement shall be effective as of the date first written above and shall remain in effect until terminated as provided herein.
 - (a) **Termination.** This Agreement may be terminated in any of the following circumstances: at any time upon the written concurrence of the parties.
 - (b) Upon 30 days prior written notice by one party in the event the other party is in breach of a material provision of this Agreement: or
 - (c) At any time, one party gives the other a minimum of 180 days prior notice of termination. In the event of termination, however, any COLLEGE students who are then currently enrolled shall be allowed to complete their clinical training for the COLLEGE semester during which such termination occurs.

GENERAL PROVISIONS

- A. **Amendments.** This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement conflict with a governing State or Federal law, it shall be deemed amended accordingly.
- B. **Assignment.** Neither party shall voluntarily or by operation of law assign or otherwise transfer this Agreement without the other party's prior written consent.
- C. **Arbitration.** The parties agree to meet and confer to resolve any dispute arising out of the interpretation or performance of this Agreement. If such dispute cannot be resolved, the parties shall submit the matter to a mediator selected by the parties. If the parties cannot agree upon a



mediator, or if the dispute cannot be resolved following mediation, the dispute shall be submitted to binding arbitration according to the procedures for arbitration of the National Health Lawyers Association or such other organization as the parties mutually agree.

- D. **Attorney's Fees.** In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees. In addition to such other relief as the court or arbitrator may deem appropriate.
- E. **Entire Agreement.** This Agreement is the entire and complete expression of intent between the parties as to the subject matter herein and shall not be altered, amended, or construed by any prior or contemporaneous oral or written statement, agreement, or understanding between the parties.
- F. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of civil or military authority, acts of public enemy, war, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- G. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State, except for any choice of law provisions.
- H. **Notices.** Notices required under this Agreement shall be sent to the parties electronically when all signatures are obtained.

Notice to the FACILITY:	Site Name:	Albany Unified School District
	Attn:	District Nursing Director
	Address:	1216 Solano Ave.,
		Albany, CA 94706

Notice to COLLEGE:	Legal Department: Affiliation Agreements
	Attn: Provost & Chief Academic Officer
	1401 Dove Street, Suite #340
	Newport Beach, CA 92660



- I. **Compliance with Law and Regulatory Agencies.** FACILITY and COLLEGE shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over (i) the operation of FACILITY; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third-party payors whose members/beneficiaries receive care from FACILITY. COLLEGE shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of FACILITY, its Medical Staff, and Medical Staff departments.

EXECUTION

By their signature below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

ALBANY UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

UNITK LEARNING EDUCATION GROUP CORP.

By: _____

Name: Abdel Yosef PhD, RN, CNE

Title: Provost & Chief Academic Officer

Date: _____