NO-COST MEMORANDUM OF UNDERSTANDING

BETWEEN

THE LOS ANGELES UNIFIED SCHOOL DISTRICT
DIVISION OF ADULT AND CAREER EDUCATION

AND

ARCADIA CARE CENTER

FOR

Nurse Assistant and Home Health Aide Training

PARTIES

1. The Los Angeles Unified School District (the "District") is a public school district organized and existing under and pursuant to the constitution and laws of the State of California and with a primary business address at 333 S. Beaudry Avenue, 18th Floor, Los Angeles, California 90017, and such additional schools/campuses as listed on attachment A, attached and incorporated herein.

2. Arcadia Care Center a "Skilled Nursing Facility," is located at 1601 S. Baldwin Ave, Arcadia, CA 91007

PURPOSE

3. The purpose of this memorandum of understanding ("MOU" or "Agreement") is to document the terms by which the Skilled Nursing Facility will provide nurse assistant clinical training to students who are 18 years or older. The District's Division of Adult and Career Education ("School"), located at 333 S. Beaudry Ave, Los Angeles, CA 90017, offers a Nursing Assistant Training Programs (NATP) and/or Home Health Aide Training Programs (HHP) course(s). The District seeks to provide a clinical training site for the Nurse Assistant and Home Health Aide course students. The Skilled Nursing Facility agrees to provide to NATP & HHP course students clinical training at the Skilled Nursing Facility's site.

DUTIES

4. The District's duties are as follows:

   4.1 Identify those students eligible to participate in the NATP/HHP course(s) and eligible to attend clinical training at the Skilled Nursing Facility;

4.2 The school must provide immediate and direct supervision of students by a California Department of Public Health (CDPH) approved Instructor during clinical training and maintain a one clinical instructor for every group of no greater than 15 students. The school will be responsible for training in its entirety. Facility staff may not be used to proctor, shadow, or teach the Training Program students.

4.3 The school will provide to the facility a list of names of all students with their training schedule;

4.4 Remove, as soon as practicable, any student identified by the Skilled Nursing Facility as no longer eligible to attend clinical training at the Skilled Nursing Facility;

4.5 Ensure that participating students are to provide their own Professional Liability [Medical Malpractice] coverage.

5. The Skilled Nursing Facility shall provide the following:

5.1 Observational and educational opportunities for District students participating in Skilled Nursing Facility's clinical training program pursuant to this Agreement.

5.2 Classroom and conference room space, as reasonably necessary to accomplish the goals of this Agreement. This area must not be licensed as a resident space and it must have a separate entrance and egress for students and must not infringe on resident privacy.

5.3 Use of Skilled Nursing Facility parking facilities by District instructors, and use of Skilled Nursing Facility cafeteria facilities by District students and District instructors.

5.4 First-aid treatment to students needing such care. The Skilled Nursing Facility shall not be obligated to furnish any other medical or surgical service to any participating District student; any student returning from an absence caused by an illness or injury shall be cleared by a physician;

5.5 Evidence, satisfactory to the District, of comprehensive liability insurance of $1,000,000 per occurrence and $2,000,000 aggregate to protect the Skilled Nursing Facility against any claim or demands resulting from the Skilled Nursing Facility's participation under this Agreement. Skilled Nursing Facility acknowledges that Skilled Nursing Facility may not begin performance under this Agreement until the District has received and approved the aforementioned evidence of insurance coverage. Skilled Nursing Facility acknowledges further that acceptable evidence of coverage will name the District and its Board of Education as additional insureds and show the Certificate Holder as:

Los Angeles Unified School District and the
Board of Education of the City of Los Angeles
333. S. Beaudry Ave., 28th Floor
Los Angeles, CA 90017

TERM

6. This Agreement shall be effective for a five-year period commencing upon the date the last party signs. Either party may terminate the agreement for convenience by giving written notice to the other party. If Skilled Nursing Facility terminates this Agreement, Skilled Nursing Facility agrees that all students then enrolled at the time of termination will be allowed to complete their clinical assignment unless the parties otherwise agree.

GENERAL PROVISIONS

7. The Skilled Nursing Facility shall not decrease the normal number of its staff or reduce the working hours of its staff as a result of the assignment of students, nor shall such assignment preclude the hiring of additional employees by the Skilled Nursing Facility.

8. The parties shall use all reasonable efforts to comply with all applicable local, state and federal laws and regulations. Skilled Nursing Facility agrees to comply with all state and federal laws regarding the confidentiality of student information, including the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. section l232g and 34 C.F.R. 99, and California Education Code sections 49060-49085.

9. The District shall plan the days and hours of the clinical training Skilled Nursing Facility will provide participating District students. The selection of patients for such educational experience of students shall be made by the clinical instructors of the District in concurrence with the appropriate Skilled Nursing Facility Supervisor. The clinical hours shall be worked between 6:00 am and 8:00 p.m. All plans for observation and/or educational experience shall be subject to the approval of the Skilled Nursing Facility.

10. The District shall require confirmation from each District student participating in Skilled Nursing Facility's NATP & HHP clinical training that the participating student has been tested and cleared for tuberculosis and has been immunized against COVID-19.

11. Each student and instructor shall wear a uniform designated by the District except when assigned to services for which the Skilled Nursing Facility requires and furnishes a special uniform.

12. Skilled Nursing Facility shall provide written notice of Skilled Nursing Facility rules and regulations to the District and participating students. Each participating student is subject to said rules and regulations of the Skilled Nursing Facility and the District.

13. The District may discontinue the assignment of any student at any time during the effective period of this Agreement. The Skilled Nursing Facility at any time may recommend the discontinuance of the assignment of a student for cause, subject to District approval.

14. Neither party to this Agreement shall pay any monetary sum to the other or to any student to compensate the other party for its performance under this Agreement.

15. The Skilled Nursing Facility shall be liable for injuries or damage to persons or property caused by the acts, omissions or negligence of one or more of its officers, employees or agents, or by a dangerous condition affecting its real or personal property.

16. The District shall be liable only for injury or damage to persons or property caused by the acts, omissions or negligence of one or more of its officers or agents, or by a dangerous condition affecting the District's real or personal property. The District is not liable for injury or damage to persons or property caused by the acts, omissions or negligence of any students.

17. The District shall maintain self-insurance for Worker's Compensation in accordance with the provisions of California Education Code Section 51769; in an amount, adequate to protect the parties from claims under Workers' Compensation Acts made by District students.

18. Skilled Nursing Facility shall indemnify, defend, protect, and hold harmless the District and the District's Board Members, administrators, employees, and agents, from and against any and all actions, awards, claims, costs, damages, demands, expenses, injuries, judgments, liabilities, and/or losses (collectively, "Losses") whatsoever (including reasonable attorneys' fees), including without limitation those based upon liability without fault, resulting from or arising out of the performance (or failure to perform) under this Agreement of Skilled Nursing Facility or of an employee, agent or anyone else employed directly or indirectly by Skilled Nursing Facility, whether such Losses were proximately caused in whole or in part by the negligent or willful act or omission of Skilled Nursing Facility or of an agent or employee (direct or indirect) of Skilled Nursing Facility. This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive of the District, but shall not apply to claims arising from the sole negligence or willful misconduct of the District.

19. While engaged in performance of this Agreement the Skilled Nursing Facility is an independent contractor and is not an officer, agent, or employee of the District. Skilled Nursing Facility is not entitled to benefits of any kind to which District's employees are entitled, including but not limited to unemployment compensation, worker's compensation, health insurance and retirement benefits. Skilled Nursing Facility assumes full responsibility for worker's compensation insurance, and payment of all federal, state, and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Skilled Nursing Facility and its employees. As a condition of this Agreement, Skilled Nursing Facility agrees to comply with the District's Contractor Code of Conduct found at: https://achieve.lausd.net/cms/lib/CA01000043/Centricity/Domain/98/Contractor_Code_of_Conduct_10.29.17.pdf.

20. Skilled Nursing Facility warrants that it has conducted sufficient background checks of its employees necessary for student safety. Skilled Nursing Facility agrees to ensure that no

employee who has direct contact with students has been convicted of any crime described in Education Code sections 44010, 44011, 45122.1 and 45124. Skilled Nursing Facility agrees that employees in direct contact with students will adhere to the District's Code of Conduct with Students, available at: https://achieve.lausd.net/cms/lib/CA01000043/Centricity/Domain/383/Code%20of%20Conduct%20with%20Students%20-%20English%20color.pdf.

21. The parties have non-discriminatory policies. Neither party shall discriminate against any students, or employees, agents and representatives of the other party during the course of the relationship documented in this Agreement on the basis of race, color, creed, sex or national origin, religion, age, disability or any other characteristic protected by law.

22. The Skilled Nursing Facility represents and warrants that it has all licenses or certificates required to perform its duties under this Agreement or has received waivers from such requirements. Skilled Nursing Facility shall insure that all subcontractors performing services under this Agreement are properly licensed to perform such work.

23. The Skilled Nursing Facility shall submit evidence annually of compliance with minimum State of California fire/life safety requirement. A certificate of most recent satisfactory inspection by local fire department may fulfill this requirement, or it may be fulfilled by inspection performed by the District's Environmental Health and Safety Branch. Skilled Nursing Facility will submit such inspection certificate to:

Los Angeles Unified School District
Office of Environmental Health & Safety
333 South Beaudry Avenue, 28th Floor
Los Angeles, CA 90017
Attention: Director of Environmental Health & Safety

24. This Agreement, together with each exhibit, constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be amended only by mutual written consent of the parties. If any section, provision or portion of this Agreement is held to be invalid, illegal or void by a court of proper jurisdiction, the remaining sections and provisions of this Agreement shall continue in full force and effect.

25. The validity, interpretation, performance and enforcement of this Agreement shall be determined according to the laws of the State of California without regard to principles of conflicts of laws. Venue for any court proceedings in connection herewith shall be in the state or federal courts located within the County of Los Angeles, California.

26. VENDOR COVID-19 VACCINATION REQUIREMENT. Effective November 15, 2021, all vendors who may visit any District school site or facility and/or who may come into contact with District students or staff must be fully vaccinated against COVID-19. For purposes of this requirement, the term "vendors" refers to employees/hired staff, agents, contractors, partners, subcontractors, and representatives of the District's vendors and contractors. Prior to providing any such services on or after November 15, 2021, Contractor must certify compliance in the Supplier Portal at https://vendors.lausd.net/irj/portal. Additional information is available at https://achieve.lausd.net/Page/3904.

[SIGNATURE PAGE TO FOLLOW]

LOS ANGELES UNIFIED SCHOOL DISTRICT	ARCADIA CARE CENTER
BY _____ Digitally signed by Alicia I. Martinez Date: 2023.04.06 08:52:11 -07'00'	BY _____
Alicia I. Martinez Asst. Contract Admin. Manager	NAME: Keith Levine
Procurement Services Division	POSITION: Administrator
Date 04/06/2023	Date 3/22/23

Attachment A

Los Angeles Unified School District
Division of Adult and Career Education

DACE Sites & Branches

Main Site	Branch(es)	Location(s)
Abram Friedman OC (9058) 1646 S. Olive St. Los Angeles, CA 90015	Belmont CAS (9464) Jefferson CAS (9480) Mid-City Adult Learning Center	1575 W 2nd St, Los Angeles, CA 90015 1319 E. 41st St., L.A. 90011 1510 Cambria St., L.A., CA 90017
East L.A. OC (9080) 2100 Marengo St. Los Angeles, CA 90033	Eastside Learning Center (9478) Roosevelt Community Adult Sch (9489)	4355 Michigan Ave, L.A., CA 90022 456 S. Mathews St., L.A., CA 90033
Evans CAS (9092) 717 N. Figueroa St. Los Angeles, CA 90012	Hollywood CAS (9479)	1521 N. Highland Ave., L.A., 90028
Harbor OC (9180) 740 North Pacific Avenue San Pedro, CA 90731	Banning-Carson CAS Fort MacArthur Harbor CAS Wilmington Skills Ctr	1527 Lakme Ave., Wilmington, CA 90744 3605 S. Gaffey St., San Pedro, CA 90731 950 W. Santa Cruz, San Pedro, CA 90731 217 Island Ave., Wilmington, CA 90744
LA Technology Center (9289) 3721 W. Washington Blvd. Los Angeles, CA 90018	Dianne Watson Center (9476)	3833 Crenshaw Blvd., L.A., CA 90008
M. Waters EPC (1685) 10925 S. Central Ave. Los Angeles, CA 90059	66th Street Adult Learning Center Flournoy Campus G. Kiriyama CAS	502 E. 65th St., L.A., CA 90003 1625 E. 112th St., L.A., 90059 18120 S. Normandie Ave., Gardena, CA 90248
North Valley OC (9329) 11450 Sharp Ave. Mission Hills, CA 91345	Aviation Center East Valley Skills Center N. Hollywood Adult LC Rinaldi Adult LC	16550 Saticoy Street, Van Nuys, CA 91406 8601 Arleta Ave., Sun Valley, CA 91352 10952 Whipple Street, North Hollywood, CA 91602 17450 Rinaldi Street, Granada Hills, CA 91344
Slawson OC (9328) 5500 Rickenbacker Road Bell, CA 90201	Huntington Park CAS (9482) Tweedy Learning Center (9437)	2945 Belgrave Ave., Huntington Park, CA 90255 5115 Southern Ave., South Gate, CA 90280
Venice Skills Center (1686) 611 5th Avenue Venice, CA 90291	Venice CAS Westside CAS	13000 W Venice Blvd., L.A., CA 90066 7850 Melrose Ave., L.A., 90046
West Valley OC (9010) 6200 Winnetka Avenue Woodland Hills, CA 91367	Reseda CAS (9436) Van Nuys CAS (9485)	18230 Kittridge St., Reseda, CA 91335 6535 Cedros Ave., Van Nuys, CA 91411