

## SATELLITE SCHOOL SERVICES AGREEMENT

This Agreement is made and entered into the \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Nebraska Health Care Association, doing business as Nebraska Health Care Learning Center (hereinafter “Learning Center”) and \_\_\_\_\_ (hereinafter referred to as “Satellite”).

### RECITALS

**WHEREAS**, Learning Center is a post secondary school licensed by the Nebraska Department of Education; and

**WHEREAS**, Satellite desires to participate in providing educational services to the public for certain courses offered by Learning Center; and

**WHEREAS**, it is the intent of Learning Center to contract with the Satellite to provide educational services to the public.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, Learning Center and Satellite agree as follows:

1. **Membership:** Satellite agrees to maintain a current membership, in good standing, in Nebraska Health Care Association or Nebraska Assisted Living Association. Failure to comply with this section shall be a basis for immediate termination of this Agreement.

2. **Tuition and Fees:** Learning Center shall be responsible for establishing the tuition and fees to be charged to each student. Learning Center shall inform Satellite prior to the commencement of a class the tuition and fees to be charged to each student. Satellite shall collect all tuition and fees no later than seven days prior to the commencement of each class from each student and shall forward any such monies to the Learning Center for distribution. The Learning Center shall retain 25 percent of all tuition and fees for administrative costs and shall pay 75 percent of the tuition only to Satellite for education expenses. Students shall be responsible for purchasing additional supplies and texts.

3. **Term:** The term of this Agreement shall commence on the \_\_\_ Day of \_\_\_\_\_, 20\_\_ or as approval of the instructors,

supervisor and the classroom are given by Learning Center and expire one year thereafter. The Agreement may be renewed on a year-to-year basis at the discretion of Learning Center beyond the initial term, providing Satellite is not in default under any terms and conditions of the Agreement at the time of such renewal. Written notice to exercise each such renewal shall be given to Satellite. If Satellite makes the determination not to operate as a Satellite, Satellite shall notify Learning Center in writing sixty (60) days prior to the end of the term.

4. **Recording:** Satellite agrees that Learning Center may record, videotape, photograph, or document in any other way, any of the education occurring at Satellite for the purpose of observation, education, training, advertising, or any other lawful purpose.

5. **Supervision:** Satellite understands and agrees that all education provided pursuant to this Agreement shall be supervised by a Registered Nurse approved as a supervisor by Learning Center. At any time when the education is not supervised by an approved Registered Nurse, Learning Center may immediately terminate the Agreement.

6. **Duties of Learning Center:** Learning Center agrees to perform the following duties and assume the following responsibilities to comply with the terms of this Agreement:

- A. Develop a list of equipment to be utilized in the classroom.
- B. Develop a catalog of educational guidelines and policies to be followed by Satellite.
- C. Develop a catalog of courses to be made available to all prospective students free of charge.
- D. Supply evaluation forms and supplies required by the Nebraska Department of Education for licensing and accreditation purposes.
- E. Supply instructor qualification forms, enrollment forms, registration forms and financial form to Satellite.
- F. Establish a database of open classes and make such database available to individuals requesting such information through Learning Center.
- G. Maintain student records upon receipt of grades or evidence of

course completion from Satellite.

7. **Duties of Satellite:** Satellite agrees to perform the following duties and assume the following responsibilities to comply with the terms of this Agreement:

- A. Comply with all local, state and federal laws and regulations which may impact the Satellite's ability to provide a classroom facility including but not limited to, fire codes, OSHA, ADA, Nebraska Department of Health and Human Services, and Nebraska Department of Education. Satellite shall not refuse to admit a student because of religion, race, color, ethnic group, sex or disability.
- B. Maintain current and complete instruction qualification forms with Learning Center. An instructor shall not teach a class until and unless approved by Learning Center.
- C. Comply with all educational guidelines and policies set forth in the Learning Center catalog.
- D. Forward all enrollment information, class registration and financial information for each class offered at Satellite to Learning Center in the format requested by Learning Center no later than seven (7) days prior to the commencement of any class.
- E. Immediately notify Learning Center of any violations or concerns regarding the classroom. This includes, but is not limited to, notifying Learning Center of any concerns of the Nebraska Department of Health and Human Services or federal surveyors regarding the ability of Satellite to train students in the facility.
- F. Forward all information on any and all students' employment to Learning Center within thirty (30) days after the completion of each class so Learning Center may send a satisfaction survey to the employer of the individuals completing the course.
- G. Allow any classroom, materials for instruction, or portion of the facility utilized for instruction to be inspected by Learning Center, Nebraska Department of Education and Nebraska Department of Health and Human Services.
- H. Provide all material needed for instruction, including but not limited

to beds, supplies and facilities.

- I. Immediately notify Learning Center if any change is made to the course schedule, including instructors or time.
- J. Forward all student grade or course completion information to Learning Center within seven (7) days of the completion of any course.
- K. Ensure that each student operate within the scope of his or her training while on the clinical site and while performing direct care for or on any person. Satellite shall directly supervise all student activity to ensure that each student's skills are approved by the instructor and within the scope of his or her training.
- L. Obtain the approval of Learning Center for all advertising referencing educational services provided pursuant to this contract prior to using the advertising or placement of any ad.

8. **Curriculum:** All texts and curriculum must be approved by Learning Center, and Satellite is required to utilize the curriculum developed or approved by Learning Center for all courses including the testing and evaluation of each student's knowledge and skill level during each and every course. Learning Center agrees to establish a committee to evaluate the texts and the curriculum for each subject area. Satellite shall assist Learning Center on program development and policy for each new course.

9. **Default:** Satellite agrees that if Satellite shall violate or neglect any covenant, agreement or stipulation herein contained on its part to be kept, performed or observed, and any such default shall continue for thirty (30) days after written notice thereof is given by Learning Center to Satellite, unless immediate termination is appropriate as identified in a specific paragraph, then in addition to the other remedies or courses of action now or hereafter provided by law, Learning Center may at its option cancel and annul this Agreement, and thereafter may enter and take possession of the classroom records immediately and may remove all from the premises at Satellite's expense in order to recover at once full and exclusive possession of the classroom information, and such entry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Satellite of any covenant or agreement on its part to be performed.

10. **Insurance:** Satellite shall insure the building and classroom

against damage and destruction by fire and other perils and shall procure a policy of general liability. The cost of said insurance shall be an operating expense and shall be paid by Satellite. Learning Center shall have no obligation to insure Satellite's personal property or fixtures. Satellite may, at its option, maintain insurance on the contents, fixtures and personal property, goods and equipment of the Satellite. Satellite at its sole cost and expense shall procure and maintain, at all times, general liability insurance in an amount of not less than \$1,000,000 per incident and \$3,000,000 per occurrence with respect to personal injury or death and to damage to property. Said policy shall name Learning Center as additional insured and provide that said insurance cannot be canceled or modified unless thirty (30) days prior written notice has been given to Learning Center. Said policy or certificate thereof shall be delivered to Learning Center by Satellite upon the commencement of the term of this Lease and upon each renewal of said insurance. When Satellite has students in the residential care setting of the facility and has students performing resident cares as a medication aide or a nursing assistant or any other student function, Satellite shall maintain liability insurance to cover the student in an amount of not less than \$1,000,000 per incident and \$3,000,000 per occurrence with respect to personal injury or death and to damage to property. Said policy shall name Learning Center as additional insured and provide that said insurance cannot be canceled or modified unless thirty (30) days prior written notice has been given to Learning Center. Said policy or certificate thereof shall be delivered to Learning Center by Satellite upon the commencement of the term of this Lease and upon each renewal of said insurance.

11. **Indemnification.** Learning Center and Satellite agree to indemnify and defend each other against and to hold each other harmless from any and all claims or demands of any third party arising from or based upon any alleged act, omission or negligence of the indemnifying party or its contractors, concessionaires, licensees, agents, servants, invitees, employees or any one else for whom the indemnifying party may be or alleged to be responsible. In the event that either party shall without fault on its part be made a party to any litigation commenced by any third party against the other party, then such other party shall protect and hold the party harmless from and with respect to such litigation, and shall pay all costs, expenses and attorneys' fees incurred or paid by the party without fault in connection with such litigation, together with any judgments rendered against the party without fault.

12. **Assignment:** Satellite may not assign this Agreement or any part thereof without the prior written consent of Learning Center. Any attempted assignment or transfer of this Agreement shall be null and void and constitute a breach of this Agreement and shall be grounds for immediate termination of this Agreement.

13. **Paragraph Titles:** The titles of the various paragraphs of this Agreement have been inserted as a matter of convenience and for reference only, and shall not be deemed in any manner to define, limit or describe the scope or intent of the particular paragraphs to which they refer or to affect the meaning or construction of the language contained in the body of such paragraphs.

14. **Severability:** If any provision of this Agreement shall be declared legally invalid or unenforceable, then the remaining provisions of this Agreement nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

15. **Waivers:** One or more waivers by parties to this Agreement of a breach of any covenant or condition by the other of them shall not be construed as a waiver of the subsequent breach of the same covenant or condition, and the consent or approval by either party to or of any act by either requiring the other's consent or approval shall not be deemed to waive or render unnecessary either party's consent to or approval of any subsequent similar act by the other party.

16. **Binding Agreement:** All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, personal representatives, successors and assigns of such parties. No rights, however, shall inure to the benefit of any assigns of Satellite unless the assignment thereof to such assignee has been approved by Learning Center in writing.

17. **Relationship of Parties:** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of school and satellite classroom.

18. **Notices:** Whenever under this Agreement a provision is made for notice of any kind, such notice and the service thereof shall be deemed sufficient if such notice to Satellite and Learning Center is in writing addressed to Satellite and Learning Center at the address each provided to the other at the signing of this Agreement. Either party may by notice to the other party change the address at which it wishes to receive any notice given under this Lease.

**IN WITNESS WHEREOF**, the parties hereto have set their hand the date and year first above written.

Nebraska Health Care Learning Center,                      Satellite,

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By: \_\_\_\_\_

By: \_\_\_\_\_