

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of August 2025, by and between Hoyt Nursing Home, Michigan Corporation hereinafter called "NURSING HOME", and Saginaw Career Complex hereinafter called "AGENCY".

WHEREAS, AGENCY is in need of clinical facilities for the teaching of Nursing Skills, to its students who are enrolled in AGENCY'S Nursing Occupations Program; and

WHEREAS, AGENCY desires to utilize NURSING HOME'S clinical facilities in the teaching of AGENCY'S students; and

WHEREAS, the NURSING HOME has agreed to allow AGENCY to utilize NURSING HOME'S clinical facilities pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration **of** the mutual promises of the parties as hereinafter set forth, IT IS AGREED as **follows**:

A. PROGRAM

1. This Agreement covers the following Program:

(a) Nursing Occupations Program

(b) Number of students:
20-28

(c) Dates of experience: October
1, 2025 to July 1, 2026

B. NURSING HOME AGREES:

1. To provide an AGENCY clinical facilities for the teachings of AGENCY'S students enrolled in the Program set forth in Paragraph A. above.
2. To provide adequate classrooms, conference rooms, dressing room facilities and access to the library as needed for the Program.
3. To assist in orienting the instructors and in giving them a thorough understanding of the practice field used for student instruction.

C. AGENCY AGREES:

1. That it will be responsible for and will directly control the Educational Program set forth in Paragraph A. while using the facilities of the NURSING HOME by providing competent faculty for the teaching, guiding and supervision of its students.
2. That its students shall be under the direct guidance and supervision of AGENCY'S faculty members to whom they are immediately responsible.
3. That it will be responsible for its faculty members and students familiarizing themselves with the policies, standards, procedures, rules and regulations of the NURSING HOME; and AGENCY agrees that it and its instructors and students will adhere to same.
4. To submit to the NURSING HOME six weeks in advance, an approximate number of students to be assigned at a given time in each clinical area desired, and to submit to the NURSING HOME three weeks in advance a schedule for each group of students indicating the days of the week, the hours of clinical practice and the areas to which they will be assigned.
5. To be responsible for and to control directly the Education Program of its students by providing instructors in a ratio not to exceed 1-12 for teaching, guiding and supervising its students, while using the facilities of the NURSING HOME.
6. That its faculty members, in consultation with the proper personnel of the NURSING HOME will be responsible for selecting the patients to be cared for by its students, and AGENCY shall be responsible for the quality and quantity of care provided by the students to such patients. In taking advantage of learning opportunities available in other NURSING HOME departments other than the department to which the -student is assigned, AGENCY'S instructors will confer with the head of each department before making assignments to students.
7. That it will be responsible for the health and welfare of the students, faculty members or other AGENCY personnel connected with AGENCY'S Program and who perform duties on the NURSING HOME premises. It will apprise the NURSING HOME of any condition related to the health of a student which condition may have a bearing upon the students' functioning in the assigned clinical environment and also will submit a report of chest X-ray or tuberculin test taken within the past six

months for said students.

8. That its students assigned to the NURSING HOME are not NURSING HOME or AGENCY employees and are not entitled to any benefits of employees, including coverage by the Workers' Compensation Act. AGENCY agrees to inform its students that they are student/learners under the direct supervision of the AGENCY'S faculty members.

9. That it will provide whatever reference books, periodicals, and materials which may be needed for its Educational Program; it will be responsible for storing them in the place mutually agreed upon, for maintaining them, and for protecting them against loss or damage.

D. IT IS MUTUALLY AGREED:

1. NURSING HOME agrees to assume, pay and at all times indemnify, protect and save harmless AGENCY from any liability to any persons or property upon the NURSING HOME premises (including any costs, expenses and attorney fees incurred by the AGENCY in connection therewith), from any cause whatsoever, except where the damage is caused by the negligence of the AGENCY and/or its agents or employees. In such case the AGENCY agrees to assume, pay and at all times indemnify, protect and save harmless NURSING HOME from any liability for damages to any person or property upon or about the NURSING HOME premises (including any costs, expenses and attorney fees incurred by NURSING HOME in connection therewith).

2. That there shall be no discrimination against any student because of age, race, creed, sex, height, weight, color or place of national origin.

3. Assignments for clinical practice and other learning opportunities will be made according to the students' needs in fulfilling the educational objectives of the AGENCY'S Program. Services to patients, over and above those needed by the students in the achievement of their educational goals, will not be expected by the NURSING HOME, neither shall any compensation be made to the AGENCY nor to its students or instructors for service given by students during their clinical assignments.

4. That instructors shall be responsible for selecting educational opportunities for their students (in consultation with the proper

personnel of the NURSING HOME and with any other instructor who may be using the same clinical facilities for his or her students) and that the students shall be under the guidance and supervision of the instructor, to whom they are immediately responsible.

5. The AGENCY may withdraw any student whose progress, achievements or adjustment does not justify continuance in the Program. Also the NURSING HOME has the right to require the AGENCY to remove any student from the NURSING HOME whose performance is in the opinion of the NURSING HOME unsatisfactory, unsafe or who shows disregard for the regulations of the NURSING HOME.

6. That the AGENCY and the NURSING HOME shall keep each other informed regarding programs, future plans, proceedings on conferences and meetings and assignments schedules, and shall take all possible steps for the maintenance of smooth working relations and effective cooperation,

7. To insure proper planning, information exchange, problem solving and mutually beneficial relationships, conferences will be held at regular intervals (and whenever necessary) between instructors in the Program and the AGENCY'S representatives in the clinical area.

8. That all communications and activities other than those in connection with the meetings and conferences provided above and those required for the day-by-day planning of student assignments will be channeled through the designated administrator of the AGENCY Program, and the Director for the NURSING HOME.

9. That the responsibilities of the students are:

(a) To report for clinical experience as assigned.

(b) To assume costs of transportation, meals, and laundry of uniforms.

(c) To adhere to the rules and regulations of the NURSING HOME.

E. TERM

This Agreement shall become effective on the 27 day of August, 2025 and shall continue for a period of two years. This Agreement will automatically be extended for additional periods of one year each under the same terms and

conditions unless either the AGENCY or NURSING HOME notifies the other party in writing of its desire to cancel or modify this Agreement not less than 90 days prior to the end of each contract year. The first contract year will end on the 30th day of June, 2026, and if extended, will terminate on the 30th day of June of each year thereafter.

This Agreement shall be deemed to be made under the laws of the State of Michigan and for all purposes)shall be construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have signed on the day and year first above written.

HOYT NURSING HOME

SAGINAW PUBLIC SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____