

**MEMORANDUM OF UNDERSTANDING – PARTNERSHIP AGREEMENT FOR
SERVICES PROVIDED BY AUMT INSTITUTE THE PHLEBOTOMY SCHOOL
4710 ONTARIO MILLS PARKWAY, UNIT C, ONTARIO, CA 91764**

The Azusa Unified School District (herein "District") and AUMT Institute, The Phlebotomy School (herein "AUMT") agree to the following Partnership Agreement (herein "Agreement") with respect to AUMT providing the District services for a successful Phlebotomy program (herein "Program").

PURPOSE: This cooperative relationship between the District and AUMT is made and executed this 17th day of December for the purpose of jointly providing complete 88 hours of Phlebotomy Technician Certification courses to students enrolled at the Azusa Adult Education Center in the District.

This Memorandum of Understanding (MOU) is effective beginning **December 18, 2024** and effective until **June 30, 2025**. (at which time this Agreement shall automatically be extended for additional, successive twelve (12) month terms (each such twelve-month term herein is referred to as an "Extension Term")

Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least (30) day's prior written notice, provided that all students currently enrolled in the Program at the time of notice of termination shall be given the opportunity to complete their Program, such completion not to exceed three (3) months.

AUMT RESPONSIBILITIES: AUMT understands and agrees to be responsible for the following:

- a) To obtain California Department of Public Health - Laboratory Field Services (CDPH-LFS) approval to provide classes at Azusa Adult Education Center as an additional training location of AUMT.
- b) To provide 88 hours of complete Phlebotomy Technician Training course at the Azusa Adult Education Center.
- c) To provide all books, medical supplies, and equipment needed for staff and students in the referenced course.
- d) To provide competent California department of Public Health-Laboratory Field Services approved Instructor(s) and necessary support staff to teach the referenced course.
- e) To obtain California Department of Public Health-Laboratory Field Services' approval to train phlebotomy students at affiliated clinics for the purpose of completing 40 hours of externship.
- f) To bill Azusa Adult Education Center \$1600 per student enrolled in the course. This fee shall constitute District's financial obligation responsibilities to AUMT pursuant to this agreement. AUMT shall invoice Azusa Adult Education Center within 60 days of each course start date. In the event a student withdraws from a course, after having enrolled in the class, the student may only withdraw from the course no later than the first day of the class. In the event a student withdraws from the course on the first day, the student will receive a refund of tuition paid and Azusa Adult Education Center shall not be invoiced for that student.
- g) To defend, indemnify and hold harmless District, its officers, agents and employees and their respective assigns and successors-in-interest from and against any and all liability for claims, damages, awards, and expenses, including but not limited to reasonable attorneys' fees and court costs for bodily injury, including death, personal injury, damage to property and violation of patent or copyright law (herein referred to as Claims) but only in proportion to and to the extent such Claims result from or are caused by the acts or omissions of AUMT, its officers, agents, owners, partners, employees, contractors, subcontractors of any tier, invitees or guests. District agrees to give AUMT written notice of all such claims, damages, judgments, actions, costs, expenses and legal fees within 30 days.

DISTRICT RESPONSIBILITIES: District understands and agrees to be responsible for the following:

- a) To provide an open classroom at the Azusa Adult Education Center at 1040 E. Gladstone Street Azusa, California with a projector, whiteboard, and tables/chairs/desks to accommodate up to 25 students at any time.
- b) To provide a computer lab with computers and internet to accommodate all students enrolled in the course for National Exam Testing upon completion of the didactic portion of the course.
- c) To provide a locked storage cabinet or space to accommodate a 36" x 18" x 72" storage cabinet in the classroom.
- d) To provide any other reasonable accommodations necessary for provision of the course.
- e) To pay AUMT \$1600 per student within thirty (30) days of receipt of invoice(s) Payment shall be in the form of a check made payable to the AUMT Institute and mailed to 4710 Ontario Mills Parkway, Unit C, Ontario, CA 91764
- f) To immediately notify AUMT of any student who develops an illness or is involved in an accident. District can provide immediate emergency care if necessary. Any cost that occurs through care or treatment of any injury at the site will not be the responsibility of AUMT but will be the responsibility of the student and/or his or her insurance company.
- g) District hereby agrees to defend, indemnify and hold harmless AUMT, its officers, agents, employees, partners, owners, assigns and successors-in-interest from and against any and all liability for claims, damages, awards, and expenses, including but not limited to reasonable attorneys' fees and court costs for bodily injury, including death, personal injury, damage to property and violation of patent or copyright law (herein referred to as Claims) but only in proportion to and to the extent such Claims result from or are caused by the acts or omissions of the District, its officers, agents, employees, invitees or guests. AUMT agrees to give the District written notice of all such claims, damages, judgments, actions, expenses, and legal fees within 30-days after AUMT has knowledge thereof.

GENERAL PROVISIONS:

- a) The District and AUMT understand and agrees that AUMT student externs shall not be compensated for their externship clinical training.
- b) The externship shall consist of a minimum of 40 hours and must include an equal balance of clinical and administrative office duties.
- c) The phlebotomy procedures performed by the extern must include a variety of patient types with respect to patient age, gender, size, degree of difficulty, patient disposition, etc.
- d) The District and AUMT understand that AUMT, at its sole cost and expense, will ensure its activities in connection with this Agreement and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below:
 - (1) General Liability Insurance (contractual liability included) with limits as follows: 1. Each Occurrence \$ 1,000,000 2. Personal and Advertising Injury \$ 1,000,000 3. General Aggregate \$ 2,000,000
 - (2) Professional Liability Insurance with a limit of one million dollars (\$1,000,000) per occurrence or claim with an aggregate of not less than three million dollars (\$3,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- e) All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California or another location mutually agreeable to the District and AUMT. An award of arbitration may be confirmed in a court of competent jurisdiction.
- f) The indemnification agreements contained in this Agreement shall survive the termination or expiration of the agreement to which it applies.

DATES AND RESPONSIBLE PERSONNEL

- a) Once the Agreement is signed and executed, District and AUMT agree to collaborate to create schedule of dates with actionable items to facilitate enrollment in Program for February 1, 2025 class start.
- b) After initial program start, the District and AUMT will collaborate to provide additional Program starts through June 30, 2025 with mutually agreed upon dates moving forward.

Date of First Program	Date: February 1, 2025
AUMT Program Administrator	Lucy Erdene, Director
Site Administrator	Anthony Contreras, Ed.D., Principal

This agreement may be revised only by mutual agreement by duly authorized agents for the District and AUMT hereto.

IN WITNESS WHEREOF, the District and AUMT have executed this Agreement effective as of the Effective Date of December 18, 2024.

AZUSA UNIFIED SCHOOL DISTRICT

AUMT Institute

_____ Date _____
 Norma Camacho
 Assistant Superintendent of Educational Services

 Date 11/18/2024
 Lucy Erdene
 Business Director, AUMT Institute