

**AFFILIATION AGREEMENT
BETWEEN
ELMHURST UNIVERSITY
AND
MINOOKA COMMUNITY HIGH SCHOOL DISTRICT 111**

THIS AGREEMENT (the "Agreement") is entered into this 3rd day of September, 2025 by and between Minooka Community High School District 111 ("the Facility") and Elmhurst University ("the School").

WHEREAS, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences (see Exhibit B for a list of programs and Exhibit C for program-specific requirements) in connection with students of the school.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. **Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.

2. **Insurance and Indemnification.**

Unless otherwise specified in Exhibit C, the School shall provide proof to the Facility of professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate covering the acts of such student while participating in the program. Certificates of insurance evidencing coverage as specified above will be produced upon request.

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Facility and Facility's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of School or any of its Program Participants, agents, representatives or employees in connection with this Agreement unless actions were directed by Facility or Facility's employees.

3. **Designation of liaison to Facility; communications relating to clinical placements.** The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

4. **School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

- (a) Follow the administrative policies, standards, and practices of the Facility.

- (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (c) Provide his/her own transportation and living arrangements.
- (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
- (e) Conform to the code of conduct established by the School while functioning at the Facility.
- (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.
- (g) Meet the personal, ethical, and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of JCAHO and/or other relevant accrediting or regulatory bodies.
- (h) Where applicable, provide evidence that he or she has met all requirements of HIPAA training, BLS certification, hepatitis B vaccination and OSHA compliance for prevention of transmission of blood borne pathogens and TB.
- (i) Where applicable, complete a criminal background check and drug screen, as specified in Exhibit C, and as required by and acceptable to the Facility, prior to participation in the clinical rotation. It is the Facility's responsibility to determine whether the results of any criminal background check and drug screen are acceptable and whether the student will be permitted to participate in the program based upon the results.
- (j) The School shall require students participating in the program to maintain comprehensive health insurance.

B. FACILITY RESPONSIBILITIES:

1. **Provision of facilities for supervised clinical experiences.** The Facility agrees to make the appropriate facilities available to the School and provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures.
2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
3. **Patient care.** While at the Facility, students are not to replace the Facility staff and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times be responsible for patient care.
4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.

5. Designation of liaison to School; communications relating to clinical placements. The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the clinical program. The Facility shall notify the School in writing of any change of the person(s) responsible for coordinating the clinical placements.

6. Identity and credentials of Facility supervising personnel. The Facility shall designate and submit in writing to the School the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

7. School tour of Facility. The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

8. Provision of relevant Facility policies. The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.

9. FERPA compliance. The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

10. Insurance and Indemnification. The Facility shall maintain, and the Facility shall provide proof to the School of upon request, a professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate covering the acts of the Facility and its employees or other agents in connection with the program. Such insurance coverage must be placed with an insurance carrier acceptable to the School.

To the extent permitted by applicable law and without waiving any defenses, Facility shall indemnify and hold harmless Schools and School's officers, directors, trustees, faculty, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of Facility or any of its Program Participants, agents, representatives or employees in connection with this Agreement.

C. OTHER RESPONSIBILITIES:

1. Compliance with patient privacy laws. The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality.

2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical education program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

4. **Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.

5. **Removal of students.**

- (a) The School has the right to remove a student from a clinical education program. The School shall notify the Facility of such removal in writing.
- (b) The Facility may immediately remove any student participating in a clinical education program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

1. **TERM.** This Agreement shall be in force for an initial period of one (1) year, to commence from 09/03/2025 to 09/03/2026. **Thereafter, this Agreement shall be automatically renewed for additional one-year periods unless terminated by either party by using at least ninety (90) days written notice to the other party prior to the expiration of the current term.** In addition, this Agreement may be terminated at any time by either party by giving thirty (30) days prior written notice to the other party for substantial failure to comply with the breaching party's obligations under this Agreement.

2. **TERMINATION FOR CAUSE.** In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty-day period.

E. ADDITIONAL TERMS:

1. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the parties in Exhibit C to this agreement.

2. **Qualifications of School faculty.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.
3. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
4. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.
5. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.
6. **Non-Discrimination.** The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, gender, national origin, ancestry, military status, sexual orientation, handicap or disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.
7. **Employment status.** No assigned student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
8. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

Name	Dr. Phil Pakowski
Title	Assistant Superintendent for Curriculum and Instruction
Facility	Minooka Community High School District 111
Address	201 S. Wabena Avenue, Minooka, IL 60447
Phone Number	815-467-2557
Fax Number	815-467-9733
Email Address	ppakowski@mchs.net

If to the School:

Dr. Becky Hulett, DNP, RN, CNL
Chair, Department of Nursing & Public Health
Elmhurst University
190 Prospect Avenue
Elmhurst, IL 60126
Telephone: 630-617-3506

With a Copy to:

Vice President for Business and Finance
Elmhurst University
190 Prospect Ave.
Elmhurst, IL 60126
Facsimile: (630) 617-3701
Telephone: (630) 617-3012

or to such other addresses as the parties may specify in writing from time to time.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of law's provisions thereof.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11. No Third-Party Beneficiaries. This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors, and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

12. Agreement binding on parties successors and assigns. This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

13. Captions for reference only. The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

13.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, on the day and year first set forth above.

For and on behalf of:

MINOOKA COMMUNITY HIGH SCHOOL DIST 111

ELMHURST UNIVERSITY

Phil Pakowski

Assistant Superintendent for
Curriculum and Instruction
Minooka Community High School Dist 111

Date: _____

Becky Hulett

Chair, Department of Nursing & Public Health
Elmhurst University

Date: _____

ELMHURST UNIVERSITY

Kurt Ashley

Interim Vice President for Business & Finance
Elmhurst University

Date: _____

EXHIBIT A

NAME OF FACILITIES

Minooka Community High School – South Campus

Minooka Community High School – Central Campus

EXHIBIT B

PROGRAMS:

ACCELERATED BACCALAUREATE NURSING PROGRAM - ABSN

MASTER'S ENTRY IN NURSING PRACTICE PROGRAM – MENP

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: Minooka Community High School District 111

School: Elmhurst University

Programs: ABSN & MENP

Facility requires:

Yes No

- | | |
|---|---|
| 1. Proof of professional and general liability insurance (paragraph B.10) | <input type="checkbox"/> <input type="checkbox"/> |
| 2. Proof of comprehensive health insurance (paragraph A.4.b) | <input type="checkbox"/> <input type="checkbox"/> |
| 3. Verification that students have met requirements for:
(paragraph A.4.h) | <input type="checkbox"/> <input type="checkbox"/> |
| a. Negative annual TB test or chest x-ray | <input type="checkbox"/> <input type="checkbox"/> |
| b. Rubella, Rubeola and Mumps with proof of immunization or titer | <input type="checkbox"/> <input type="checkbox"/> |
| c. Varicella with proof of immunization or titer | <input type="checkbox"/> <input type="checkbox"/> |
| d. Hepatitis B with proof of disease/immunization or immunity by titer | <input type="checkbox"/> <input type="checkbox"/> |
| e. Current American Heart Association Healthcare Provider BLS card | <input type="checkbox"/> <input type="checkbox"/> |
| f. OSHA compliance for prevention of transmission of blood borne pathogens and TB | <input type="checkbox"/> <input type="checkbox"/> |
| g. Proof of Flu Immunization | <input type="checkbox"/> <input type="checkbox"/> |
| 4. Criminal background check (paragraph A.4.i)
If yes, type of check _____ | <input type="checkbox"/> <input type="checkbox"/> |
| 5. Drug screen (paragraph A.4.i)
If yes, type of screening _____ | <input type="checkbox"/> <input type="checkbox"/> |
| 6. Acceptance of faith-based provision addendum (if included) | <input type="checkbox"/> <input type="checkbox"/> |
| 7. Evidence of relevant faculties' certifications or licensures
(paragraph E.2) | <input type="checkbox"/> <input type="checkbox"/> |
| 8. Additional insurance coverage (paragraph E.1)
If yes, type of insurance and coverage required _____ | <input type="checkbox"/> <input type="checkbox"/> |
| 9. Other _____ | <input type="checkbox"/> <input type="checkbox"/> |

School requires:

- | | |
|---|---|
| 1. Copy of relevant Facility policies (paragraph B.8) | X |
| 2. Evidence of professional and general liability insurance | X |
| 3. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6) | X |
| 4. Other _____ | <input type="checkbox"/> <input type="checkbox"/> |