AFFILIATION AGREEMENT MEMORANDUM OF UNDERSTANDING

BETWEEN THE BOARD OF EDUCATION OF CENTRAL COMMUNITY UNIT SCHOOL DISTRICT NO. 301, NORTHERN KANE REGION 110, AND FOX COLLEGE, INC.

THIS AFFILIATION AGREEMENT ("Agreement") is entered as of the date of execution between Fox College, Inc., an Illinois corporation operating as a private college commonly known as Fox College (herein "Fox" and "College"), and the Board of Education of Central Technical Education System EFE 110 ("Northern Kane EFE 110") (collectively the "Parties") for the establishment, implementation, and approval of an affiliation agreement in accordance with the College's AVMA-accredited ("NAVTA") program in veterinary technology (herein "VT Program"). The affiliation should be one that encourages the acquiring of additional education beyond the assistant level for those individuals who choose to continue on with a career in veterinary technology. This MOU outlines the College's recognition of the curriculum and training of the Veterinary Assistant Program ("Assistant Program") offered by the District through Northern Kane EFE 110, a program under which participating high school students can obtain the Veterinary Assistant Certificate upon completion; and provides for opportunities for participating high school students to obtain from the College information on regarding veterinary technology careers and the VT program as well as scholarships for the VT Program.

The Parties agree as follows:

 Career Exploration. In accordance with the terms of this Agreement and the AVM A-accredited (NAVTA) policies, the Parties agree to collaboratively establish the following activities to be delivered in collaboration with the District and Northern Kane EFE 110:

Career Exploration Activity	Location Where Offered	Grade Level Attending	Minimum Per Year
Site tour with guest speakers	Vet Tech Institute at Fox College	Sophomore	1
Investigate the Institute	Vet Tech Institute at Fox College	Junior	2

- 2. <u>Approved Transfer Policies</u>. Fox College agrees to transfer credit for general education courses completed at the high school level if Northern Kane EFE 110 students who participated in the District's Assistant Program attend Fox College within 18 months of graduation from high school. These courses will not decrease the time necessary for the program completion at Fox College; however, they may be used towards meeting their general education requirements.
 - English 101-AP with score of 3 or higher or dual credited earned through ECC with a grade of C
 or higher.
 - Speech 101-AP with score of 3 or higher or dual credited earned through ECC with a grade of C or higher.
 - Psychology 101-AP with score of 3 or higher or dual credited earned through ECC with a grade of C or higher.

3. <u>Scholarship Policies for Assistant Program Students</u>, Fox College agrees to provide scholarships for an unlimited number of students from the Northern Kane EFE 110 member school districts for tuition at Fox College of \$2,500 per student over the course of enrollment. To be eligible for the scholarship, the student must have successfully completed the Assistant Program through Northern Kane EFE 110, received his or her Veterinary Assistant Certificate, and met the Fox College entrance requirements.

A \$2,500 scholarship over the course of enrollment to be dispersed as follows: \$1,000 in first semester, \$1,000 in third semester, and \$500 in externship semester. The number of scholarships available to said Parties on an annual basis is unlimited.

No eligible recipient of the scholarship shall be denied access to such programs on the basis of sex, race, national origin, ethnic background, religious affiliation, or disability. 23 Ill. Admin. Code 254.940. The College shall also comply with all other applicable nondiscrimination laws and regulations.

- 4. <u>Advisory Board Collaboration</u>. Fox College agrees to partner, participate and/or host a semi-annual meeting for the Advisory Board of the Assistant Program.
- 5. <u>Primary Contacts and Notifications</u>. The Parties hereby designate the following individuals as having primary responsibility for the management and administration of this Agreement ("Primary Contacts"):

For the College:

Jackle Flynn, or successor

President

iflynn@foxcollege.edu

708-444-4500

For the District:

Dr. Griff Powell

Co-Interim Superintendent griff.powell@central301.net

847-464-6005

For Northern Kane

County Region 110:

Terry Stroh

EFE Director

terry.stroh@central301.net 847-464-6005 ext. 8535

The Parties will ensure that the Primary Contacts are included on all correspondence regarding the administration of this Agreement.

- A. <u>Disputes</u>. The Parties agree to seek to collaboratively resolve any disputes regarding the proposed terms of this Agreement through the Primary Contacts identified in Section 6.B, above. In the event any such dispute cannot be timely resolved, the Primary Contacts will refer the dispute of the proposed terms to the College's President and the District's superintendent for resolution.
- Amendment, This Agreement may be amended at any time by the written agreement of all Parties.
- C. <u>Term and Termination</u>. This Agreement will remain in effect unless terminated by either Party upon ninety (90) day written notice to the other Party. Termination shall not affect any obligations of Fox College to provide scholarships for students who have been awarded scholarships as of the date of termination of this Agreement.

D. Indemnification.

- 1. To the fullest extent permitted by law, the District agrees to indemnify and hold harmless Fox College, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the "Fox College Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by Fox College Indemnified Parties arising out of any activity of the District in performance of this Agreement, or any act or omission of the District or of any employee, agent, contractor, or volunteer of the District (the "District Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the District Indemnitors.
- 2. To the fullest extent permitted by law, Fox College agrees to indemnify and hold harmless the District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the "District Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the District Indemnified Parties arising out of any activity of Fox College in performance of this Agreement, or any act or omission of Fox College or of any employee, agent, contractor or volunteer of the Fox College (the "Fox College Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the Fox College Indemnitors.
- E. <u>Compliance with Laws and Grant Procedures</u>. Each Party shall comply with all applicable local, state, and federal laws, rules, regulations, state and federal grant procedures, and ordinances in the performance of its obligations under this Agreement.
- F. Governing Law. This Agreement and the rights and responsibilities of the Parties shall be interpreted and enforced in accordance with the laws of the State of Illinois.

G. Severability. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

The Parties hereby confirm their agreement to the terms set forth herein.

FOR THE COLLEGE

President	
Vacare Fly	$m \cap$
Printed Name	
A- m-	
Signature	

7/29/2005

FOR THE DISTRICT

Superintendent

Eriss Pole 11

Bull 9 / Nav

Printed Name

Signature

FOR NORTHERN KANE EFE 110

Terry L. Strok Jr. Printed Name

Date

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