

Standard Affiliation Agreement

Dear _____Atrium At Oak Crest Residence_____,

Thank you for allowing our students to complete their required clinical time at your facility.

Prior to our students beginning their Clinical Site visits at your facility we will need this Affiliation Agreement completed and sent back to my office via email.

Thank you,

**Stephen Buchs
Director of Curriculum 6-12 and College Partnerships
Phone: 847-464-6005
stephen.buchs@central301.net**

**AFFILIATION AGREEMENT BETWEEN
Central Community Unit School District 301 (the District)
AND**

_____ Atrium At Oak Crest Residence _____ (the Facility)
THIS AGREEMENT (the “Agreement”) is entered into on September 15, 2025 by and between _____ **Atrium At Oak Crest Residence** _____ (hereinafter “the Facility”) and Central Community Unit School District 301 (hereinafter “the District”).

WHEREAS, the District desires to utilize the Facility for the purpose of providing practical learning and clinical experiences (see Exhibit A for program-specific requirements) in connection with students of one of its schools.

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 District 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. Student professional liability insurance.

(a) General Liability including but not limited to property loss and damage claims, claims for bodily injury or death, and all other civil actions, claims no suits, including the defenses thereof, which may be made against the School District. The Board’s Resolution for Self-Insurance is not intended to, nor does it modify, amend, or in any other way remove the immunities of public employees and local governmental entities granted in the Local Governmental and Governmental Employees Tort Immunity Act. Self-Insurance reserve for all such claims: \$500,000.

(b) Provided further, in the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

3. Designation of liaison to Facility; communications relating to clinical placements. The District 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, email, and by letter or telephone in other instances.

The District shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

4. Evidence of student certifications, vaccinations, etc. Where applicable, the District shall provide evidence that the student has met all requirements of CPR certification, hepatitis B vaccination, COVID-19 vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB. If required, students will submit evidence of a negative COVID - 19 test in the manner required by the facility.

5. Criminal background check and drug screen compliance. Where applicable, a criminal background check and drug screen, as specified in Exhibit A, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the District's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by policy. Results of allowable screenings will be made available to the Facility.

6. School notices to students. The District 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.
- (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 standards and practices established by the District while functioning at the Facility.
- (f) Obtain prior written approval of the Facility and the District 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 The Joint Commission and/or other relevant accrediting or regulatory bodies.
- (h) Returned a signed liability waiver to their Central Community Unit School District 301 Clinical supervisor to be submitted to the District.

B. FACILITY RESPONSIBILITIES:

1. Provision of facilities for supervised experiences. Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the District in order for the District to 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 District 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. Emergency treatment of students. 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.

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

5. Identity and Credentials of Facility Liaison. The Facility shall designate and submit in writing to the District, the name and professional and academic credentials of the facility liaison.

6. 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 District and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

7. Provision of Relevant Facility policies. The Facility shall provide the student(s) and the District the Facility's administrative policies, standards and practices relevant to the placement.

8. 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, as well as the Illinois School Student Records Act, 105 ILCS 10/1 et seq., and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the District's students who train at the Facility pursuant to this agreement.

C. OTHER RESPONSIBILITIES:

1. Compliance with patient privacy laws. The District agrees to abide by and require that its participating 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. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the District or any other educational institution similar to the District is a Business Associate ("**Business Associate**"), as described in the federal privacy regulations, the District shall, upon a date mutually agreed by the parties, abide by the conditions and requirements as stated for the term of this Agreement.

2. Determination of instructional period. The course of instruction will cover a period of time as arranged between the District 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. Per IDPH regulations the maximum number of students per session is eight (8). Notwithstanding the foregoing, the Facility and the District 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 an event, Facility may reduce the number of students eligible to participate in the clinical education program with prior notice to the District and adequate time for the District to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the District who are similarly displaced from other clinical affiliates of the District to the extent that clinical space is available at the Facility.

4. Evaluation of students' experiences. Evaluation of the clinical learning experiences of the students will be accomplished jointly by the appropriate school district staff. Per IDPH requirements the clinical supervisor must be present throughout the entire time the students are present. 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 District has the right to remove a student from a clinical education program. The District 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 an event, the Facility shall notify the relevant District staff member 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 relevant District staff member in writing of the reasons for the removal and shall consult with that individual before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for one (1) year, to commence on September 1st, 2025. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. ADDITIONAL TERMS:

1. Stipulations as to liability. Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

2. Additional insurance coverage. Any additional applicable insurance coverage requirements shall be set out by the parties in Exhibit B (Certificate of Insurance) to this agreement.

3. Qualifications of School faculty. The District represents and warrants that relevant faculty members are appropriately certified and/or licensed. The District can provide the Facility with

copies of evidence of certifications or licensures.

4. Assignment of Agreement. This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.

5. 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.

6. 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.

7. Employment Status. No assigned student or District 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 District, by notifying the Facility, and in the case of the Facility, by notifying the District: or to such other addresses as the parties may specify in writing from time to time

If to the Facility:

_____ Susan Cincinelli – Executive Director__ (Director or appropriate contact)
_____ 204 S. State St. _____ (Street Address)
_____ Elgin, IL 60123 _____ (City and Zip)

If to the District:

Central Community Unit School District 301
275 South St.
PO Box 396
Burlington, IL 60109
Attention: Stephen Buchs
Phone: 847-464-6005

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 District 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.

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

For and on behalf of:

Facility Name: _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____

District Name: Central Community Unit School District 301

Printed Name: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT A

PROGRAM SPECIFIC REQUIREMENTS

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

Facility requires:

	Yes	No
1. Proof of general liability insurance (paragraph A.2)		
2. Verification that students have met requirements for: (paragraph A.4)	<input type="checkbox"/>	<input type="checkbox"/>
a. Current CPR health care provider card	<input type="checkbox"/>	<input type="checkbox"/>
b. Hepatitis vaccination	<input type="checkbox"/>	<input type="checkbox"/>
c. OSHA compliance for prevention of transmission of blood borne pathogens and TB	<input type="checkbox"/>	<input type="checkbox"/>
d. Other _____	<input type="checkbox"/>	<input type="checkbox"/>
3. Criminal background check (paragraph A.5) If yes, type of check _____	<input type="checkbox"/>	<input type="checkbox"/>
4. Drug screen (paragraph A.5) If yes, type of screening _____	<input type="checkbox"/>	<input type="checkbox"/>
5. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	<input type="checkbox"/>
6. Evidence of relevant faculties' certifications or licensures (paragraph E.3)	<input type="checkbox"/>	<input type="checkbox"/>
7. Additional insurance coverage (paragraph E.2) If yes, type of insurance and coverage required: _____	<input type="checkbox"/>	<input type="checkbox"/>
8. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

School requires:

	Yes	No
1. Copy of relevant Facility policies (paragraph B.8)	<input type="checkbox"/>	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	<input type="checkbox"/>	<input type="checkbox"/>
3. Other _____	<input type="checkbox"/>	<input type="checkbox"/>