

## **CLINICAL AFFILIATION AGREEMENT**

**THIS AGREEMENT** is entered into this September day of 11, 2025 by and between Dominican University ("UNIVERSITY"), and J Sterling Morton High School District 201, an Illinois not-for-profit corporation ("J Sterling Morton High School District 201").

**WHEREAS** UNIVERSITY desires to utilize J Sterling Morton High School District 201 for the purpose of providing practical learning and clinical experience J Sterling Morton High School District 201 operate a Registered Nursing Program ("Clinical Education Program") for its students at J Sterling Morton High School District 201; and

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

### **A. UNIVERSITY RESPONSIBILITIES**

1. UNIVERSITY 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 J Sterling Morton High School District 201 only those students who have satisfactorily completed the prerequisite didactic portion of the UNIVERSITY'S curriculum.
2. UNIVERSITY represents and warrants that each of its students who will be on J Sterling Morton High School District 201 premises pursuant to this Agreement will have health insurance coverage. If a student receives emergency room treatment services at J Sterling Morton High School District 201 and does not possess sufficient health insurance coverage, the student and/or UNIVERSITY pay the unpaid or remaining cost, as the case may be.
3. Each student will be covered by professional liability insurance with coverage limits of not less than \$1 million per occurrence and \$3 million dollars in the aggregate with such companies and in such form as are acceptable to J Sterling Morton High School District 201. Each student will be covered by general liability insurance with coverage limits of not less than \$1 million per occurrence and \$3 million in the aggregate with such companies and in such form as are acceptable to J Sterling Morton High School District 201. Prior to any student commencing his or her training at J Sterling Morton High School District 201, UNIVERSITY shall deliver to J Sterling Morton High School District 201 certificates of insurance to be in effect, and further providing that such insurance may not be canceled, amended, or modified without ten (10) days prior written notice to J Sterling Morton High School District 201.

If the insurance specified in this agreement is not maintained, or is unavailable, or uncollectible, or if certificates are not provided as specified therein, or if notice of modification, cancellation, or non-renewal is not provided, UNIVERSITY shall indemnify and defend (with counsel reasonably acceptable to J Sterling Morton High School District 201). J Sterling Morton High School District 201

for acts occurring during the term of this Agreement and for any extensions thereof for which a claim may be or has been made. This provision shall survive termination or expiration of this Agreement.

4. The UNIVERSITY will send the name and evidence of coverage under student health and student liability insurance for each student enrolled in the program at least four (4) weeks before the beginning date of the Clinical Education Program, unless otherwise mutually agreed to by the parties.
5. The UNIVERSITY will designate a faculty member to coordinate and act as the liaison Program designee of J Sterling Morton High School District 201. The assignment to be undertaken by the students participating in the Clinical Education Program will be mutually arranged and a continuous exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.
6. The UNIVERSITY shall notify each student prior to his/her arrival that he/she is responsible for:
  - A. following all applicable policies and procedures, rules and regulations, professional standards, code of conduct, code of ethics, and practices of J Sterling Morton High School District 201;
  - B. providing the necessary and appropriate uniforms required by J Sterling Morton High School District 201;
  - C. his/her own transportation and living arrangement.
  - D. reporting to J Sterling Morton High School District 201 on time and following all established regulations during the regularly scheduled operating hours of J Sterling Morton High School District 201;
  - E. conforming to the standards and practices established by UNIVERSITY while training in J Sterling Morton High School District 201; and
  - G. obtaining prior written approval of J Sterling Morton High School District 201 and UNIVERSITY before publishing any material relating to the Clinical Education experience.

**B. J Sterling Morton High School District 201 RESPONSIBILITIES**

1. J Sterling Morton High School District 201 agrees to make the appropriate facilities available to UNIVERSITY in order to provide supervised clinical experience to students in the program. 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 J Sterling Morton High School District 201 procedures.
2. Students are to remain subject to the authority, policies and regulations imposed by the UNIVERSITY and during periods of clinical assignment, students will

be subject to all rules and regulations, policies and procedures, standards, and practices of J Sterling Morton High School District 201.

3. J Sterling Morton High School District 201 may cancel, by notice in writing to the UNIVERSITY, the clinical placement of any student whose performance, in its sole determination: a) is unsatisfactory; b) whose personal characteristics prevent desirable relationships within J Sterling Morton High School District 201; c) whose health status is a detriment to patients, employees, or visitors of J Sterling Morton High School District 201 ; or whose health status is a detriment to the student's successful completion of the Clinical Education Program. Prior to such cancellation, J Sterling Morton High School District 201 shall notify the UNIVERSITY and consult with it about the proposed action.
4. In any situation in which, in the sole determination of J Sterling Morton High School District 201, a patient, employee, or visitor's welfare may be adversely affected, J Sterling Morton High School District 201 may take immediate corrective measures without prior consultation with UNIVERSITY but shall notify UNIVERSITY immediately thereafter. In any situation not involving patient welfare, in which a student is not performing satisfactorily, in J Sterling Morton High School District 201 opinion, resolution will involve mutual agreement of the parties.
5. While in J Sterling Morton High School District 201, students will have the status of trainees, are not to replace staff, and are not to render patient care and/or service except as identified for educational value and delineated in the jointly planned education program. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of J Sterling Morton High School District 201.
6. J Sterling Morton High School District 201 will designate an appropriate person to maintain contact with the UNIVERSITY designated liaison to assure mutual participation in and surveillance of the clinical program.
7. J Sterling Morton High School District 201 shall notify the UNIVERSITY in writing of any change or proposed change in the Clinical Education Supervisor.
8. J Sterling Morton High School District 201 shall, on reasonable request, permit the inspection of its clinical facilities, services, clinical experiences, student records, and such other items pertaining to the Clinical Education Program by representatives of the UNIVERSITY, its agencies, or its accrediting bodies, charged with the responsibility for approval of the facilities or accreditation of the curriculum.
9. Prior to the commencement of his/her clinical placement, J Sterling Morton High School District 201 shall inform each student of the portions, if any, of room, board, and/or stipend which shall be assumed by J Sterling Morton High School District 201 during the term of the student's placement in the Clinical Education Program; J Sterling Morton High School District 201 shall, at the commencement of a student's placement, provide the student an orientation as to J Sterling Morton High School District 201 policies and procedures, rules and regulations,

standards, and practices relevant to the clinical placement.

### **C. JOINT RESPONSIBILITIES**

1. The Clinical Education Program will cover a period of time as arranged between the UNIVERSITY and J Sterling Morton High School District 201 and will include all course of instruction as mutually agreed to by the parties. The courses of instruction may be increased or decreased at any time as mutually agreed to by UNIVERSITY and J Sterling Morton High School District 201. The beginning dates and length of experience shall be mutually agreed upon by the UNIVERSITY and J Sterling Morton High School District 201.
2. The period of time for each student's clinical education will be mutually agreed upon at least one month before the beginning of the Clinical Education Program.
3. The number of students eligible to participate in the Clinical Education Program will be mutually determined by agreement of the parties and may be altered by mutual agreement.
4. It is agreed by both parties that there shall be no discrimination on the basis of race, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap unrelated to ability, or unfavorable discharge from military service.
5. Methods for evaluating the clinical experience of students will be mutually agreed to by UNIVERSITY and J Sterling Morton High School District 201. Regular communication will be jointly maintained by appropriate UNIVERSITY and J Sterling Morton High School District 201 staff for the purpose of reviewing and evaluating current clinical experiences being offered to students. However, UNIVERSITY shall maintain the sole responsibility and discretion in the assignment of grades and credit to all participating students.

### **D. TERMS OF AGREEMENT**

1. Modifications: Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by an authorized representative of both parties.
2. Corporate Compliance: UNIVERSITY and students shall comply with the J Sterling Morton High School District 201 Corporate Compliance Program at all times during the term of this Agreement.
3. Enforceability: If any provisions of this Agreement, or any portion of any provision, are held to be illegal, or invalid, or unenforceable, J Sterling Morton High School District 201 and the UNIVERSITY shall negotiate an adjustment consistent with the purpose of this Agreement. Subject to the foregoing, the illegality, invalidity, or unenforceability of any provision of this Agreement will not affect the legality, validity or enforceability of the remaining provisions, and this

Agreement shall then be construed as if such illegal, invalid, or unenforceable provision, or portion of a provision, had not been contained herein.

4. Entire Agreement: This is the entire Agreement between the parties with respect to the services provided hereunder and supersedes all prior agreements, proposals or understandings, whether written or oral, except to the extent the same may be specifically incorporated by reference.
5. Waiver: Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect.
6. Term of Contract: This contract shall be in effect from J Sterling Morton High School District 201 until J Sterling Morton High School District 201 ("Initial Term") unless earlier terminated. Upon completion of the Initial Term, this Agreement should automatically renew for successive one (1) year terms on the then same terms and conditions contained herein. Notwithstanding the foregoing, either party may terminate this Agreement at any time without cause by providing thirty (30) days advance written notice, provided however, that any students participating in a clinical rotation at the time of termination shall be permitted to complete the rotation under the terms and conditions stated herein.
7. Interpretation & Venue: This Agreement shall be interpreted under the laws of the State of Illinois, without regard to its choice of law provisions. Furthermore, the parties hereby submit to the exclusive jurisdiction of the Illinois State Courts of Cook County, Illinois (or, if there is federal jurisdiction, the United States District Court for the Northern District of Illinois) and the parties' consent to the pers and exclusive jurisdiction of these courts.
8. Written Notice: Any and all notices between J Sterling Morton High School District 201 and the UNIVERSITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States mail, certified postage prepaid, addressed to such party at the following address:

If to UNIVERSITY:

Dominican University  
7900 W Division Street  
River Forest, IL 60305

If to: J Sterling Morton High School District 201  
5801 W. Cermak Road  
Cicero, Illinois 60804

With Copy To: J Sterling Morton High School District 201  
5801 W. Cermak Road  
Cicero, Illinois 60804

9. Third Parties: This Agreement is entered into by and between the parties signing it and for their benefit. There is no intent by any party to this Agreement to create or establish third party beneficiary status or rights or their equivalents in any individual or entity not a party to this Agreement, and no such third party shall have any right to enforce or enjoy any benefit created or established under this Agreement.
10. Headings: The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
11. Certification & Indemnification: UNIVERSITY hereby certifies that it is not now, nor has it or any of its students, employees, independent contractors, or agents ever been, excluded from any federal health care program (including Medicare or Medicaid Programs).

Each party shall defend, indemnify and hold the other party and its respective directors, officers, agents, and employees, harmless from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees), which are caused by the acts or omissions of the indemnifying party arising out of the performance or non-performance under the Agreement.

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.

**DOMINICAN UNIVERSITY**

**J Sterling Morton High School District 201**

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature \_\_\_\_\_

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

Dr. Tamara Bland, Dean  
Bora College of Health Sciences