

Standard Affiliation Agreement

Dear Kendall Road Equine Hospital

Thank you for allowing our students to complete their required externship hours at your facility.

Prior to our students beginning their externship visits at your facility, we will need this Affiliation Agreement completed. Please review this Affiliation Agreement document and place an electronic signature in the designated area. Once all required signatures are obtained, an electronic copy of this document will be shared with you for your records.

Please reach out with any questions or concerns you have regarding this document.

Thank you,
Amber Ballard, CVT
Program Coordinator
Phone: 847-464-6030
amber.ballard@central301.net

Dr. Todd Stirn
Work Based Learning Specialist II
Phone: 224-990-7093
efe.stirn@central301.net

**AFFILIATION AGREEMENT
BETWEEN
Northern Kane County Region 110
AND
Kendall Road Equine Hospital
for Student Veterinary Assistant Externship Experience**

THIS AGREEMENT (“**Agreement**”) is entered into this 10th Day, of June 2024, by and between Kendall Road Equine Hospital (“**Facility**”), the Board of Education of Central Community Unit School District No. 301 (“**District**”), and Northern Kane Region 100 (collectively the “**Parties**”).

WHEREAS, the District desires to utilize Kendall Road Equine Hospital facility at 10N051 Kendall Rd, Elgin, IL 60124 for the purpose of providing veterinary assistant practical learning and clinical experiences (see Exhibit A for program-specific requirements) to the high school students of the District and the high school students of the other school districts in Northern Kane Region 110 (an intergovernmental agreement between Community Unit School District 300, Community Unit School District 301, Community Unit School District 303, and Unit School District U-46); and

WHEREAS, the Facility desires to provide such practical learning and clinical experiences to students, both as a community service and as ongoing education for its own staff.

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 District’s curriculum.

2. Liability insurance. The Facility and each participating school district shall provide its own General Liability insurance, including but not limited to property loss and damage claims, claims for bodily injury or death, and other civil actions, claims or suits, including the defenses thereof, which may be made against the insured party. No provision of insurance or self-insurance by the District, Northern Kane County Region 110, or other participating school district shall 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*, 745 ILCS 10/1 et seq.

3. Designation of liaison to Facility; communications relating to clinical placements. The District and/or Northern Kane County Region 110 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, email 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. School notices to students. The District shall notify each student prior to his or 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 or 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 that are consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.
- (h) Notify his or her home school district of any medical conditions which may affect participation at the Facility.

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 a safe working environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures. Students shall be supervised by qualified Facility staff at all times.

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. The Facility must notify the District in advance of any specific requirements for the Facility, such as dress code, uniforms, or other workplace rules.

3. Emergency treatment of students. In case of emergency at a non-hospital site, standard procedure will be followed. The District may provide the Facility with specific protocols to be followed for emergency treatment of an individual student, if necessary. The Facility shall immediately notify the District liaison of any student injury or other emergency involving students. 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. School Tour of Facility. The Facility shall, on reasonable request, 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.

6. Provision of Relevant Facility policies. The Facility shall provide the student(s) and the District the Facility's administrative policies, standards, and practices with which the students must comply relevant to the placement.

7. Facility Transportation and Use of Mobile Units. The Facility must obtain advance written permission from the District for transportation of students by the Facility or its staff or for student participation in any mobile veterinary unit. Such permission must be signed by the Facility staff member, a District representative, the student, and the student's parent or guardian. At no time will one student be alone with any one Facility employee.

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. The Facility shall have access to student record information (records which alone, or with other records, personally identify a student) only to the extent necessary for student participation in the program. The Facility will maintain such records as confidential records and shall not disclose them to third parties except pursuant to court order, in the case of an emergency, or with consent of the District or student and parent/guardian. At the conclusion of a student's participation in the program, the Facility shall return all student records in its

possession to the District or, at the District's request, directly to the student's home school district if other than the District.

C. OTHER RESPONSIBILITIES:

1. Compliance with client/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 client/patient privacy, including but not limited to, laws relating to consumer financial information. Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of client/patient information and the use of all such information. The Facility will notify the District and students of the foregoing laws and policies applicable to the Facility program. The Parties shall notify one another if there are known breaches of this confidentiality.

The District will advise students that dissemination or public posting of any client/patient information through social media or other means will be prohibited.

2. Determination of instructional period. The course of instruction will cover a period of time as arranged between the District and the Facility. The starting clinical date will begin on July 1st, 2024 with the last clinical on August 31st, 2025 .

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. For certain clinical programs, IDPH regulations may limit the maximum number of students per sessions. Notwithstanding the foregoing, the Facility and the District agree and understand that the availability of clinical placements at the Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, the 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. The Parties agree that a clinical supervisor must be present throughout the entire time the students are present. Each student must be paired with a Facility staff member and supervised at all times. These Facility staff members will complete evaluations of the student she or he supervises, including but not limited to, evaluating the student's professionalism and personal attributes related to performance of outline skills. Specifically, the supervising Certified Veterinary Technician or Licensed Veterinarian must sign off on all performed skills listed on the Evaluation Form attached to this Agreement as Exhibit A. The Facility staff and the District's externship coordinator 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 clients/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 1st Day of July, 2024 . 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. **Criminal Background Screening:** Facility staff who come to the District schools to work with students will need to comply with the District's onsite security protocols, including sex offender and criminal background screening.

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. **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 compensation, fringe benefits, Worker's Compensation, disability benefits, or other rights normally afforded to employees of the Facility. The students shall not at any time during their clinical placement replace or substitute for any employee at the Facility or perform any of the duties normally performed by an employee of the Facility, except as such duties are part of the students' training or learning experience. Upon the completion of the clinical placement, the Facility may offer students employment with the Facility.

7. **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:
Kendall Road Equine
Hospital
10N051 Kendall Rd
Elgin, IL 60124

If to the District:
275 South Street
Burlington IL, 60109
Program in Career and Technical Education
Attention: Career and Technical Education Department
Facsimile: (847)464-6021

8. **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 laws provisions thereof.

9. **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.

10. **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.

11. **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.

12. **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:

Veterinary Facility:
Kendall Road Equine Hospital

Board of Education,
Central Community Unit School District 301

Signature: John R Vacek DVM

Signature: _____

Printed Name: John R Vacek DVM

Printed Name: _____

Title: _____

Title: _____

Date: 06/17/24

Date: _____

Northern Kane Region 110
By Its Administrative District
District __CUSD 301__

1199751.1

Signature: 

Printed Name: Stephen Buchs

Title: Director of Curriculum 9-12

Date: 7/10/2024

EXHIBIT A
STUDENT EVALUATION FORM

[TO BE ATTACHED]