

**AFFILIATION AGREEMENT
FOR
CLINICAL EXPERIENCE FOR NURSING STUDENTS
Between
The University of Iowa
and
Linn-Mar Community School District**

This agreement is made and entered into this January 9, 2026, by and between The University of Iowa ("University") and Linn-Mar Community School District (Facility).

WHEREAS, the parties wish and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program for clinical education of nursing students enrolled in The University of Iowa College of Nursing.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, University and Facility agree as follows:

I. PURPOSE

University offers an educational program (hereafter "Program") to engage in a cooperative program for the clinical education of nursing students enrolled in The University of Iowa College of Nursing.

II. RESPONSIBILITIES OF UNIVERSITY

- A. University, after consultation with appropriate representatives of Facility, will plan and conduct the educational program for students' experiences, and will provide Facility with discipline-specific goals and objectives for the Program.
- B. University will provide reasonable opportunities for the staff of Facility to participate in joint planning and evaluation of student experiences and to participate in the development of student schedules.
- C. University will provide advance information to Facility concerning names of students, dates, and times to allow Facility time and opportunity to reasonably accommodate the University's Program.
- D. University will inform and explain to students of Program that during the Program at Facility, they will be under the jurisdiction of Facility officials for training purposes and will follow Facility rules to the extent that such rules relate directly to education and training in Program.
- E. University will provide students with general training on requirements related to the Health Insurance Portability and Accountability Act (HIPAA), to allow for efficient Facility-specific training of the student at the Facility. The Facility will remain responsible to certify the student has been appropriately trained in specific HIPAA requirements of the Facility.
- F. University will instruct all of its students and faculty with regard to the confidentiality of patient and Facility records, and with regard to the responsibility and authority of the medical, nursing, and administrative staff of the Facility over patient care and Facility administration.
- G. University shall provide or instruct all students to provide professional liability insurance to cover students' activities in connection with the program in the minimum amount of

\$1,000,000 per occurrence with an annual aggregate of \$3,000,000. University shall maintain documented proof of insurance and provide documentation upon request by Facility.

- H. University shall inform students that Facility requires documentation of the following prior to their clinical rotation:
 - 1. Personal Health Insurance
 - 2. Immunization and health records to include:
 - a. MMR
 - b. Varicella
 - c. Hepatitis B and positive titer
 - d. Tetanus within past 10 years
 - e. Two-Step TB Test or QuantiFERON Gold Test upon admittance into nursing program
 - f. Health screening
 - g. Influenza vaccine
 - 3. Current CPR Professional Certificate
 - 4. Current licensure, if applicable
- I. University conducts criminal background and abuse registry checks on all students upon their admission to the University's nursing program. University agrees to evaluate any criminal acts or convictions following University policy to determine a student's suitability for the practice of the nursing profession and clinical placements prior to student's participation in clinical rotations.
- J. University will provide instruction for the students in the particular area of universal precautions for prevention of blood and bloodborne pathogens and body infections in accordance with applicable Center for Disease Control (CDC) Guidelines.
- K. University will maintain documentation of the students' instruction in the universal precautions for prevention of blood and bloodborne pathogens and body infections as part of the educational records and reports relating to the educational program at the Facility.
- L. University will determine the course of action when a student is determined unacceptable for the Program by University or Facility. University will withdraw a Student from the Program at Facility if, after consultation with Facility in accord with Paragraph III.E, University determines such action to be warranted. University will provide Facility written notification of such withdrawal.

III. RESPONSIBILITIES OF FACILITY

- A. Facility will provide a suitable environment for learning experiences for University Students which are planned, organized, and administered by qualified staff in conjunction with designated University personnel, in accordance with mutually agreed upon educational objectives and guidelines.
- B. Facility will provide or arrange for emergency treatment in the event of accident or illness to Students associated with their learning experience while at the Facility for the Program, such care to be provided at the Students' expense.
- C. Facility will provide the facilities, equipment, and supplies which are necessary to achieve the educational objectives of the Program and which may be required by federal and/or state law and regulations.

- D. The Facility will provide nursing students and faculty with whatever physical or medical examinations may be required by the Facility as a condition of participation in the educational program at no cost to the participant.
- E. Facility reserves the right, exercisable in its discretion after consultation with University in accord with Paragraph II.L, to exclude any student from its premises in the event that such student's conduct or state of health is deemed objectionable or detrimental to the proper administration of Facility, subject to the non-discrimination provisions of Paragraph VI. To assist University in its due process obligations to student excluded or withdrawn from Program, Facility agrees to provide a written statement of the reason or reasons for the withdrawal or exclusion.
- F. Facility acknowledges that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than University. University agrees to provide guidance to Facility with respect to complying with FERPA.
- G. Facility agrees to encourage appropriate research projects in clinical research and research in nursing care delivery. The College of Nursing agrees to provide professional advice and administrative consultation for members of the Facility staff regarding research projects.

IV. TERM AND TERMINATION

- A. The term of this Agreement will be for three (3) years from the Effective Date of this agreement. This Agreement may be renewed by mutual written consent of the Parties for an unlimited number of additional three (3) year terms. The Parties shall conduct an annual review of all aspects of the partnership, including student experience, patient and client services, regulatory updates, and contractual terms. The review may be conducted in person, via online or teleconference, or through email exchange, and must be documented in writing.
- B. This Agreement may be terminated for any reason by either party upon sixty (60) days' written notice. Should notice of termination be given, students participating under the terms of the Agreement at the time of such termination notice shall be given the opportunity to complete the requirements of the program as offered at the time of their entry and in compliance with the conditions contained in this Agreement.
- C. Notice of termination to the Facility shall be directed to:

Megan Brunscheen
Associate Director of Student Services
Linn-Mar School District
3556 Winslow Road
Marion, IA 52302

- D. Notice of termination to the University shall be directed to:

Sandra Daack-Hirsch
Executive Associate Dean
The University of Iowa
College of Nursing
Iowa City, IA 52242
319-335-7012
sandra-daack-hirsch@uiowa.edu

V. LIABILITY

- A. Facility agrees to indemnify, defend, and hold University, its employees and agents, harmless from any and all claims arising from patient care provided or supervised by Facility. Facility shall have in place professional and general liability coverage for its obligations hereunder in the minimum amount of \$1,000,000 per occurrence with an annual aggregate of \$3,000,000 and shall provide a Certificate of Insurance upon request of the University.
- B. University agrees to be responsible for any and all claims or damages directly resulting from the negligent acts or omissions of University or its employees or agents to the extent permitted by Iowa Code, Chapter 669 (Iowa Tort Claims Act).
- C. University or Students shall obtain professional liability insurance to cover Students' activities in connection with the program in the minimum amount of \$1,000,000 per occurrence with an annual aggregate of \$3,000,000. Upon request, a certificate of insurance will be sent to the Facility to demonstrate that such coverage is in effect throughout the term of this Agreement.

VI. NON-DISCRIMINATION

Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Program. Neither party will discriminate against any student in the Program on the basis of race, creed, color, religion, national origin, age, sex, pregnancy (including childbirth and related conditions), disability, genetic information, status as a U.S. veteran, service in the U.S. military, sexual orientation, or associational preference.

VII. CONSIDERATION

- A. Under the terms of this Agreement, neither party is obligated to make any payments of any kind to the other party.
- B. Services rendered by students covered by this Agreement are considered to be educational in nature, and, therefore, no monetary compensation shall be paid to students by Facility, or patients thereof.

VIII. INDEPENDENT CONTRACTORS

- A. Nothing in the execution or performance of this Agreement shall be construed to establish an employer-employee, an agency, a partnership or a joint venture relationship among the University, the Facility and the students.
- B. Students and faculty of University shall act as independent contractors, with no claim under this Agreement against Facility for employee benefits, workers' compensation coverage, or payment of taxes.

IX. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Iowa, which shall be the forum for any disputes arising hereunder.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendment hereof must be made in writing and agreed to by all parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement.

THE UNIVERSITY OF IOWA

FACILITY

By: David W. Kieft
Its: University Business Manager

Date: _____

By: Katie Lowe Lancaster
Its: School Board President

Date: _____

Accredited by:

Date of Last Review: