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ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

JUL 2 1998

COUNTY OF COOK
AND STATE OF ILLINOIS

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

CLINICAL FACILITIES AGREEMENTS
NURSING PROGRAM
KENNEDY-KING COLLEGE

THE CHANCELLOR

REPORTS

that there is a need for facilities in which students enrolled in the Nursing Program at Kennedy-King College can receive clinical experience; and that Agreements have been negotiated for use of such facilities or services with automatic renewal in accordance with stipulations set forth in the Agreements with:

- Cook County Hospital, 1900 W. Polk, Chicago
September 1, 1998 to May 30, 2000
- Alden Nursing Center, 201 W. 69th Street, Chicago
September 1, 1998 to August 31, 1999

RECOMMENDS

that the Board of Trustees approves the Agreements stating the terms and conditions whereby the will make facilities available to conduct the Nursing Program at Kennedy-King College, effective September 1, 1998, and authorizes the Chairman and Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

July 2, 1998

20736

AGREEMENT

THIS AGREEMENT entered into _____ day of _____, 19_____, on behalf of by and between the Board of Trustees of the Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate (hereinafter referred to as the "BOARD"), and ALDEN NURSING CENTER, an Illinois for-profit corporation, (hereinafter referred to as the "FACILITY").

WHEREAS, the BOARD and the FACILITY acknowledge a public obligation to contribute to nursing education for the benefit of students and for community needs; the BOARD has established a program in nursing education that requires the educational facilities of the HOSPITAL in clinical practice; the FACILITY has facilities suitable for the educational needs of the BOARD'S program in nursing education; and, it is to the mutual benefit of both the BOARD and the FACILITY that students have opportunities for clinical education as students and future practitioners;

THEREFORE, it is agreed as follows:

1. The BOARD assumes full responsibility for offering a nursing education program eligible for accreditation by the Illinois Department of Professional Regulation. To implement this program, the BOARD will appoint and provide the necessary faculty members who shall be academically or clinically qualified. Through such faculty the BOARD will plan and conduct all clinical instruction and the evaluation of students.

2. The FACILITY will maintain the standards required for approval as a clinical area for instruction in an accredited program in nursing education.

3. The BOARD will develop a Clinical Instruction Plan designed to meet the educational goals of the nursing curriculum. The Clinical Instruction Plan will describe the proposed use by the BOARD of the FACILITY'S clinical areas and the patient care and patient service facilities. The BOARD will submit the Clinical Instruction Plan to the FACILITY'S Education Coordinator not less than two weeks prior to the first day on which students are to be assigned to the FACILITY for training. The Clinical Instruction Plan should be the result of prior communication between the parties and must reflect mutual agreement of the parties. Details of the Clinical Instruction Plan may be modified from time to time thereafter by mutual agreement of the BOARD and the FACILITY to ensure that the Clinical Instruction Plan continues to meet the goals of the nursing education curriculum and the patient care standards of the FACILITY.

4. In accordance with the Clinical Instruction Plan, the FACILITY will make available and permit the use by the BOARD of the following: patient care; patient service facilities; clinical areas; rooms or areas, as available, in which groups of students may hold discussions and receive clinical instruction; supplies and equipment commonly available for patient care;

and sources of information for educational purposes; provided, that, the FACILITY may refuse educational access to its clinical areas to any BOARD personnel who do not meet the FACILITY'S standard for safety, health, or ethical behavior.

5. In addition, the FACILITY will provide the following services to the students and faculty: reasonable use of parking areas made available to members of the FACILITY'S staff.

6. Students will be assigned to the nursing education program by the BOARD. The BOARD agrees that all students assigned will meet both the BOARD'S and the FACILITY'S standard of health and academic ability. It is further agreed that the number of students placed each academic year shall be by mutual agreement of the BOARD and the FACILITY. Students will have the status of learners and will not replace members of the FACILITY'S staff. Students will not give service to patients in the FACILITY apart from that rendered for its educational value as a part of the planned nursing education program. Students are to remain subject to the authority, policies and regulations of the BOARD, and during periods of clinical assignment, students will be required to observe the regulations imposed by the FACILITY on its employees in connection with patient welfare.

The FACILITY may resolve any problem situation in favor of the patient's welfare and restrict the student involved to the role of an observer until the incident can be clarified by the FACILITY, staff, and the faculty member.

7. The FACILITY will designate a member of its staff to serve as Education Coordinator. The Education Coordinator will represent the FACILITY in connection with use by the BOARD of the facilities of the FACILITY in carrying out the Clinical Instruction Plan. Members of the FACILITY staff may participate in education of students at the request of the faculty member. Such participation will be discretionary with the individual members of the FACILITY staff, and will not be permitted by the FACILITY if the participation interferes with the duties assigned to the members of the FACILITY. The FACILITY will schedule conferences among its staff members and BOARD faculty members at regular intervals upon request of the BOARD for the purpose of interpreting, discussing, and evaluating the nursing education program.

8. The terms of this Agreement shall be for 12 months, to commence on SEPTEMBER 1, 1998, and terminate on AUGUST 31, 1999. 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.

9. The terms and conditions of Agreement may be amended, or deleted, or new terms added, from time to time, but it is understood that no such changes, additions, or deletions shall be binding upon the BOARD or the FACILITY unless they are authorized by mutual written consent of the BOARD and the FACILITY.

10. It is mutually agreed and understood that during the term of the Agreement the BOARD will indemnify and hold the FACILITY harmless from all claims, actions and judgments, including attorney's fees, costs, interest and related expenses for personal injury, public liability and property damage and loss in any way caused by, related to or arising out of the use and occupancy of the FACILITY premises and facilities by the BOARD, by the BOARD'S faculty and by the students of the BOARD, including but not limited to the rendering of or failure to render professional care, committed or occurring during the term of this Agreement, provided that the FACILITY gives the BOARD notice of any occurrence arising under this Agreement within thirty (30) days from the date of the occurrence. In no event shall the BOARD indemnify criminal or intentional conduct nor shall the BOARD indemnify FACILITY for any claims, actions and judgments of any kind in any way caused by, relating to or arising out of any act, conduct or omission on the part of any employee, agent or servant of FACILITY. In the event a demand for representation is made, the BOARD reserves the right to assign legal representation. FACILITY agrees to cooperate fully with the BOARD in providing any documents, witnesses and/or any

20736

-6-

other information relevant to the BOARD'S assumption of defense and in defense of any claims, demands, suits, actions or proceedings brought against FACILITY under this Agreement.

11. The BOARD shall procure and maintain throughout the term of this Agreement and any extensions hereof for each student enrolled in the nursing program and the BOARD'S nursing faculty, \$1,000,000/\$1,000,000 aggregated comprehensive malpractice insurance. Evidence of this malpractice insurance plan shall be made available to the FACILITY on request.

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

13. All notices required hereby are to be sent by prepaid registered mail with a return receipt requested, and are effective upon receipt. Notices to the BOARD are to be addressed to:

Dr. Wayne D. Watson, Chancellor
City Colleges of Chicago
226 West Jackson Boulevard
Chicago, Illinois 60606

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-7-

Additional notification should be sent by regular mail to:

Dr. Joann Horton, President

Kennedy-King College

and

Chairperson

Department of Nursing

Kennedy-King College

Notices to the FACILITY are to be addressed to:

Michael Wartman, Administrator

Alden Nursing Center

201 West 69th Street

Chicago, Illinois 60621

20736

-8-

BOARD OF COMMUNITY COLLEGE DISTRICT NO. 508

COOK COUNTY

STATE OF ILLINOIS

By: *[Signature]*
Chairman ~~III 2~~ 1998

APPROVED AS TO LEGAL FORM
[Signature]
GENERAL COUNSEL

Attest: *[Signature]*
Assistant Secretary

By: *[Signature]*, Administrator
Clinical Facility

Attest: *[Signature]*
Clinical Facility

Approved as to Legal Form:
General Counsel