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**ADOPTED  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508**

**AUG 5 - 1999**

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

**COUNTY OF COOK  
AND STATE OF ILLINOIS**

**CLINICAL FACILITIES AGREEMENT  
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 an Agreement has been negotiated to use facilities from October 1, 1999 to September 30, 2001 at:

> St. Bernard Hospital, 326 West 64th Street, Chicago

**RECOMMENDS**

that the Board of Trustees approves the Agreement stating the terms and conditions whereby the facilities will be available to conduct the Nursing Program at Kennedy-King College; and authorizes the Chairman and Assistant Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson  
Chancellor

August 5, 1999

## AGREEMENT

This AGREEMENT entered into \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_,  
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 **ST. BERNARD HOSPITAL**, an Illinois not-for-profit corporation,  
(hereinafter referred to as the "HOSPITAL".)

WHEREAS, the BOARD and the HOSPITAL acknowledge a public obligation to  
contribute to nursing education for the benefit 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 HOSPITAL 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 HOSPITAL 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 HOSPITAL will maintain the standards required for approval as a clinical area for  
instruction in an accredited program in nursing education.

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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 HOSPITAL'S clinical areas and the patient care and patient service facilities. The BOARD will submit the Clinical Instruction Plan to the HOSPITAL'S Education Coordinator not less than two weeks prior to the first day on which students are to be assigned to the HOSPITAL 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 HOSPITAL to ensure that the Clinical Instruction Plan continues to meet the goals of the nursing education curriculum and the patient care standards of the HOSPITAL.

4. In accordance with the Clinical Instruction Plan, the HOSPITAL 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 HOSPITAL may refuse educational access to its clinical areas to any BOARD personnel who do not meet the HOSPITAL'S standard for safety, health, or ethical behavior.

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

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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 HOSPITAL'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 HOSPITAL. Students will have the status of learners and will not replace members of the HOSPITAL'S staff. Students will not give service to patients in the HOSPITAL 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 HOSPITAL on its employees in connection with patient welfare. The HOSPITAL 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 HOSPITAL, staff, and the faculty member.

7. The HOSPITAL will designate a member of its staff to serve as Education Coordinator. The Education Coordinator will represent the HOSPITAL in connection with use by the BOARD of the facilities of the HOSPITAL in carrying out the Clinical Instruction Plan. Members of the HOSPITAL 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 HOSPITAL staff, and will not be permitted by the HOSPITAL if the participation interferes with the duties assigned to the members of the HOSPITAL. The HOSPITAL 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 October 1, 1999, and terminate on September 30, 2001. 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 HOSPITAL unless they are authorized by mutual written consent of the BOARD and the HOSPITAL.

10. It is mutually agreed and understood that during the term of the Agreement the BOARD will indemnify and hold the HOSPITAL harmless from all claims, actions and judgements, 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 HOSPITAL 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 HOSPITAL gives the BOARD notice of any occurrence arising under this Agreement within thirty <sup>(30)</sup> ~~(3)~~ <sup>(4/4/4)</sup> days from the date of the occurrence. In no event shall the BOARD indemnify criminal or intentional conduct nor shall the BOARD indemnify HOSPITAL 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 HOSPITAL. In the event a demand for representation is made, the BOARD reserves the right to assign legal representation.

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HOSPITAL agrees to cooperate fully with the BOARD in providing any documents, witnesses and/or any other information relevant to the BOARD'S assumption of defense and in defense of any claims, suits, actions or proceedings brought against HOSPITAL 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 HOSPITAL 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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Additional notification should be sent by regular mail to:

President  
Kennedy-King College  
and  
Chairperson  
Department of Nursing  
Kennedy-King College

Notices to the HOSPITAL are to be addressed to:

Evelyn Jones, RN  
Director of Nursing  
St. Bernard Hospital  
326 West 64<sup>th</sup> Street  
Chicago, Illinois 60621

BOARD OF COMMUNITY COLLEGE DISTRICT NO. 508

COOK COUNTY

STATE OF ILLINOIS

APPROVED AS TO LEGAL FORM  
*Raymond P. Kelly*  
 GENERAL COUNSEL

By: *James A. Dyson*  
 VICE Chairman

AUG 5 - 1999

Attest: *Patricia A. Benke*  
 Assistant Secretary

By: *Dr. E. Van Hunter, St. Bernard*  
 Clinical HOSPITAL

Attest: \_\_\_\_\_  
 Clinical HOSPITAL

