

34323

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS**

**RESOLUTION
NURSING PATHWAY AGREEMENT
MALCOLM X COLLEGE**

WHEREAS, Malcolm X College (MX) and University of Illinois at Chicago (UIC) have entered a Nursing Pathway Agreement, attached as Exhibit 1 hereto, (the “Agreement”) to allow students to simultaneously pursue an Associate Degree in Nursing (“ADN”) at MX and earn credits toward a Bachelor of Science in Nursing at UIC via UIC’s online Registered Nurse to Bachelor of Science in Nursing degree completion program (“RN-BSN Degree Program”) while enrolled at MX.

WHEREAS, qualified nursing students at the community college level will have the opportunity to achieve an ADN at MX, while simultaneously enrolling in (a) up to three (3) courses in UIC’s RN-BSN Degree Program and (b) UIC’s co-requisite courses.

WHEREAS, eligible students may continue to pursue and complete their Bachelor of Science in Nursing upon graduation from MX via UIC’s RN-BSN Degree Program.

WHEREAS, MX and UIC agree to collaborate and work cooperatively and in good faith to implement and to support the goals of the Nursing Pathway Program establishing a clear and seamless admission into and transition through the Nursing Pathway Program for their students.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois hereby approve and ratify the Nursing Pathway Agreement.

October 7, 2021 – Malcolm X College

Exhibit 1

Nursing Pathway Agreement



NURSING PATHWAY AGREEMENT

This Nursing Pathway Agreement ("Agreement") is entered into as of the date on which it is last signed ("Effective Date") by and between The Board of Trustees of the University of Illinois, a public body corporate and politic of the State of Illinois on behalf of the University of Illinois - Chicago College of Nursing ("CON") located at 845 S. Damen Ave., Room 506, Chicago, IL 60612 (hereinafter collectively referred to as "University") and The Board of Trustees of Community College District No. 508, County of Cook of the State of Illinois, a body politic created pursuant to the Illinois Public Community College Act, on behalf of Malcolm X Community College ("Malcolm X"), located at 1900 W. Jackson Blvd., Chicago, IL 60612 (hereinafter collectively referred to as "Community College"). University and Community College are herein collectively referred to as "Parties" and sometimes individually referred to as "Party."

RECITALS

- A. Community College desires to enter into this Agreement in order to provide a pathway for its students to (i) simultaneously pursue an Associate Degree in Nursing at the Community College ("ADN") and earn credits toward a Bachelor of Science in Nursing at University via the University's online Registered Nurse to Bachelor of Science in Nursing degree completion program ("RN-BSN Degree Program") while enrolled in the Community College, (ii) continue to pursue and complete their Bachelor of Science in Nursing upon graduation from the Community College via the University's RN-BSN Degree Program, and (iii) obtain these educational goals at an affordable price.
- B. University desires to enter into this Agreement in order to (i) utilize its RN-BSN Degree Program to allow Community College students to achieve their academic and career goals while continuing to live and work in their home region, (ii) increase the University's enrollments in its RN-BSN Degree Program, (iii) support the University's mission to provide a wide range of students with access to education.
- C. In furtherance of their respective educational goals, the Parties have agreed to enter into this Agreement in order to provide (i) qualified nursing students at the community college level with the opportunity to achieve an ADN at the Community College, while simultaneously enrolling in (a) up to three (3) courses in the University's RN-BSN Degree Program and (b) the University's co-requisite courses, and (ii) to allow Community College ADN Graduates to complete their Bachelor of Science in nursing at the University via the University's RN-BSN Degree Program, on the terms and conditions hereinafter set forth.
- D. Community College is authorized by law and has approval of its governing body to enter into and to perform its obligations under this Agreement.
- E. University is authorized by law and has approval of its governing body to enter into and to perform its obligations under this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. DEFINITIONS

Capitalized terms have the following meaning when used in this Agreement unless otherwise herein defined:

ADN means and refers to the Community College's Associate Degree in Nursing.

Approved Curriculum means and refers to the courses that will comprise the curriculum for the Nursing Pathway Program, a copy of which is attached hereto as Exhibit B and incorporated herein by reference, as the same may be from time to time amended as provided in Section 5 of this Agreement.

Curriculum Schedule means and refers to a set of academic semesters/terms over which up to three (3) University RN-BSN courses may be taken by Malcolm X Students enrolled in the Nursing Pathway Program.

Community College ADN Graduate means and refers to a Malcolm X Student who has successfully completed and received an ADN from the Community College and is pursuing a bachelor's degree in nursing at the University pursuant to the University's RN-BSN Degree Program.

HS Dual Admission Pathway Student means and refers to a high school student who is (i) participating in dual credit programs established between Community College and area high schools, (ii) enrolled in certain classes set forth in a pre-nursing or nursing degree program at the Community College and (iii) maintains a cumulative GPA of 2.50/4.00. HS Dual Admission Pathway Students can receive advising from UIC RN-BSN Program advisers regarding which high school and Community College dual credit courses they could take while in high school but cannot *as high school students* be enrolled in any UIC RN-BSN degree courses.

Malcolm X Students means and refers to a Community College student who is (i) enrolled in the classes set forth in a pre-nursing or nursing program at the Community College and (ii) who maintains a cumulative GPA of 2.5/4.00.

Nursing Pathway Program means and refers to the pathway pursuant to which Community College and University have agreed to provide Malcolm X Students with (i) the opportunity to achieve an ADN at the Community College, while simultaneously enrolling in (a) up to three (3) nursing courses total in the University's RN-BSN Degree Program and (b) the University's co-requisite courses, and (ii) to allow Community College ADN Graduates to complete their Bachelor of Science in Nursing from the University via the University's RN-BSN Degree Program.

Pathway Admission Application is defined in Section 3 below.

RN-BSN Degree Program means and refers to the University's online RN to BSN degree completion program.

2. PARTICIPATION IN NURSING PATHWAY

The Parties hereto agree that Malcolm X Students have three (3) pathways for participation in the Nursing Pathway Program:

2.1 **HS Dual Admission Pathway.** HS Dual Admission Pathway Students interested in a career in nursing are eligible to receive advising from University RN-BSN Degree Program advisers about general education and non-nursing courses pursuant to the Approved Curriculum which will simultaneously satisfy high school, Community College, and University requirements for a Community College ADN and University Bachelor's degree in nursing.

2.2 **Community College Pre-Nursing Pathway.** Malcolm X Students enrolled in the Nursing Pathway Program are eligible to take courses which will simultaneously satisfy Community College and University requirements for a Community College ADN and a University Bachelor of Science in Nursing. Once pre-nursing students are admitted and participating in Community College's ADN program, they may enroll in up to three (3) University RN-BSN Degree Program nursing courses per the Approved Curriculum and the Curriculum Schedule and shall also be allowed to enroll in co-requisite courses at the University.

2.3 **Community College ADN Graduates Pathway.** Community College ADN Graduates are eligible upon graduation from the Community College to complete their course of studies towards a Bachelor of Science Degree in Nursing directly from the University RN-BSN Program by enrollment in remaining courses from the Approved Curriculum. For further clarification and additional information, Community College ADN graduates are not required to have participated in the Nursing Pathway Program in order to apply and be accepted into University RN to BSN degree. Graduates of Community College ADN degree will be required to meet standard admission requirements to the university RN BSN degree which are cumulative GPA of 2.5 and active US Registered Nurse license in US.

The above pathways provide a guideline for course and degree progression. Malcolm X Students will be evaluated and advised as to progression through ADN completion with the Community College and through BSN completion at University through the Nursing Pathway Program in an individualized manner addressing the specific case.

3. PATHWAY ADMISSION APPLICATION

Malcolm X Students desiring to participate in the Nursing Pathway Program will be required to complete and submit the following:

- a. Authorization Form in substantially the form of Exhibit A which identifies the Malcolm X Student as a participant in the Nursing Pathway Program and allows for the Community College and University to exchange application and academic information regarding said Malcolm X Student. For clarity, the authorization form is not an application to either community college or university, such application is a separate step in the process, see 3.b.
- b. University's degree seeking application in substantially the form attached hereto as Exhibit A-1; and pay the application fee assessed by the university, currently set at \$60.00 per application and subject to change.

- c. Official transcripts for all post-secondary coursework completed to date.

In the event of a conflict between the terms of any document comprising the Pathway Admission Application and the terms of this Agreement, the terms of this Agreement shall prevail.

4. FINANCIAL AID

For purposes of all student financial aid as the same relates to this Agreement and the Nursing Pathway Program, the Parties hereto acknowledge and agree that (a) all Malcolm X Students shall be classified as degree-seeking students of the Community College and as degree seeking students of the University and (b) Community College will be the Home institution for any Malcolm X Student until such student has received an ADN. Accordingly, if any Malcom X Student applies for financial aid through the University prior to such student receiving an ADN, the University shall not approve such financial aid application.

5. CURRICULUM/ARTICULATION

Each Party hereto represents to the other that it is a participant in the Illinois Articulation Initiative (“IAI”), a statewide transfer agreement providing for the transfer of credit among participating colleges and universities. Community College and University have reached agreement on the Approved Curriculum for the Nursing Pathways Program. The Parties hereby further agree that the Nursing Pathway Program which utilize the Approved Curriculum may be modified from time to time to add or remove specific coursework (i) by mutual written agreement, or (ii) as required by changes in the industry, changes recommended or required by the Illinois State Board of Education or other applicable governing body with jurisdiction over education in the State of Illinois. For the avoidance of doubt, the University hereby expressly agrees to accept all credits from HS Dual Admission Students, Malcolm X Students, and Community College ADN Graduates comprised of Approved Curriculum credits toward said student’s requirements for a Bachelor of Science in Nursing from the University (including, but not limited to, all credits and requirements referred to in Section 6.2.iii below). Notwithstanding any provision in this Agreement to the contrary, the Nursing Pathway Program may be modified through mutual written agreement, but mutual written agreement of both parties *is not* a requirement for either Party to make alterations to its own degree curriculum. For the avoidance of doubt, University does not require the mutual agreement of the Community College to make curriculum changes to UIC RN-BSN degree. Nor is Community College required to obtain University agreement to make changes in its ADN degree requirements. To the extent any such curriculum changes impact the Approved Curriculum and/or the Nursing Pathway Program, then mutual agreement in writing is required.

6. DEGREE CONFERRAL

6.1 **ADN Degree.** Upon successful completion of the Community College’s ADN requirements, a Malcolm X Student will be awarded an ADN, will become a Community College ADN Graduate, and thereafter be eligible to fully matriculate into the University as a Bachelor of Science in Nursing degree seeking student under the RN-BSN Degree Program, subject to the terms and conditions of this Agreement. The Parties acknowledge and agree that said Community College ADN Graduate will continue to be treated as a participant of the Nursing Pathway Program for all purposes, including, but not limited to, tuition rates as provided in Section 8 below.

6.2 **RN-BSN Degree.** The University will confer the Bachelor of Science in Nursing upon a

Community College ADN Graduate after said student has met the following University graduation requirements:

- i. Student holds an ADN from the Community College;
- ii. Student holds an active US Registered Nurse (RN) license;
- iii. Student has successfully completed the required 57 transferable general education and liberal arts and science credits (all of which are identified in the Approved Curriculum) with a grade of C or higher from any accredited community college, college, or university;
- iv. Student has successfully completed 30 BSN nursing level credits pursuant to the University's RN-BSN Degree Program (all of which are identified in the Approved Curriculum) with grade of C or higher;
- v. Student has complied with the University undergraduate student graduation requirements as put forth in the UIC Undergraduate Student Catalog and UIC College of Nursing Undergraduate Student Handbook, at no additional cost to said student; provided that University agrees that the coursework taken in connection with the Community College ADN program shall be deemed to have met University requirements.

7. INFORMATION CAMPAIGNS AND STUDENT ADVISING

The Parties hereby agree to collaborate and work cooperatively and in good faith to implement this Agreement and to support the goals of the Nursing Pathway Program. To that end, the Parties further agree as follows:

7.1 Joint Responsibilities. Representatives from each Party agree to:

- a. Meet (in person or by video or audio conference) not less than once per quarter to develop traditional and non-traditional platforms to inform potential students about the Nursing Pathway Program (inclusive of any mutually agreed upon materials, "Informational Campaigns") as developed and agreed upon by the Parties, and to update said Informational Campaigns as necessary; provided, that the Parties shall mutually agree on the format and content of any materials to be provided to prospective students.
- b. Collaborate in the development of (i) well-defined admission procedures for the Nursing Pathway Program and (ii) well-developed advising tools designed to assist Community College in informing students of their options under the Nursing Pathway Program, including, but not limited to, student-facing print recruitment and advising materials, Adviser-facing training and information packets, electronic landing page dedicated to Nursing Pathways Program, and such other action as the Parties may mutually agree.
- c. Collaborate to develop well-defined processes for the identification of prospective students to receive the University's pre-admission advising services for the Nursing Pathway Program as more particularly described in Section 7.3;
- d. Collaborate to establish on-site University admission advising sessions at Community College for prospective students where individualized plans will be developed, including, but not limited to, scheduling mutually agreed upon dates, times, physical

locations, equipment, and numbers of University admission advisors; and

- e. Provide electronic tracking of all students admitted into the Nursing Pathway Program and, after obtaining students' written consent, share information (including, but not limited to, student name, admission date, expected graduation date, grades, and enrollment status) on said students with each Party.

7.2 Community College Responsibilities. Community College agrees, at its sole cost and expense to provide:

- a. Students with reasonable access to student support services, e.g. library support, reading/writing skills, navigating Blackboard, throughout the entire pathway to completion of the Nursing Pathway Program, as requested by the student; and
- b. Nursing Pathway Program information (including, but not limited to, Information Campaign materials and Pathway Admission Application packets) to its students interested in pursuing a degree in nursing and to refer interested students to University's admission advisors.

7.3 University Responsibilities. The University agrees, at its sole cost and expense, to provide:

- a. Interested high school or Community College students with Nursing Pathway Program admission advisors and related services including, but not limited to, Information Campaign materials, transcript evaluation, individualize report of outstanding general education and non-nursing courses yet required for degree completion, continual advising, through said student's completion of the Nursing Pathway Program; provided that all such admission advisors provided by University shall be qualified, knowledgeable, and trained to conduct such sessions;
- b. All participating students with reasonable access to student support services, e.g. library support, reading/writing skills, navigating Blackboard, throughout the entire pathway to completion of the Nursing Pathway Program, as requested by the student;
- c. Community College with marketing materials related to the Nursing Pathway Program and RN-BSN Degree Program for display and/or distribution at Community College's various campuses;
- d. Training of Community College advisors with respect to the University's RN-BSN Degree Program including, but not limited to, providing documentation and training with respect to prerequisites, and admission requirements in order for Community College advisors to accurately respond to student inquiries; provided that all trainers provided by University shall be qualified, knowledgeable, and trained to conduct such sessions;
- e. Free transcript evaluations to all students interested in enrolling in the Nursing Pathway Program and work with said student to develop an individualized plan and identify outstanding general education requirements (if any) that need to be completed; and
- f. Community College, after obtaining students' written consent, with assessment and

evaluation information on all students participating in the Nursing Pathway Program.

8. TUITION

As of the Effective Date, the Community College's tuition rate is \$146.00 per credit hour and University's tuition rate for RN BSN nursing and co-requisite courses is \$475.00 per credit hour. Each Party's tuition rate is set by its respective Board of Trustees and is subject to change without notice. Notwithstanding the foregoing, the Parties hereto agree that (i) a Malcolm X Student's tuition rate for up to three university RN BSN nursing courses in the Nursing Pathway Program taken while the student is in the ADN phase of the pathway will be set at the Community College per credit hour rate set out above and (ii) Library and Information Technology fee of \$18.00 per credit will be assessed for all university RN BSN courses throughout the Nursing Pathway and the RN BSN Completion Degree program, and (iii) co-requisite classes at each institution shall be set at the respective per credit hour rates set out above, which tuition rates shall remain at said tuition rate, unless tuition rates decrease at either institution, from the date of said Malcolm X Student's enrollment in the Nursing Pathway Program through graduation from the University with a Bachelor of Science in Nursing, regardless of whether said student graduates before or after the expiration or termination of the Term (as defined in Section 9).

Participating Malcolm X Students will pay Community College directly for all courses taken at Community College and will pay University directly for all University courses taken at the University.

9. TERM; RENEWAL

The term of this Agreement will commence on the Effective Date and will expire five (5) years from the Effective Date, unless terminated as provided herein or extended by mutual written agreement for no more than five (5) additional years (said initial term and any extension thereof, the "Term" cannot exceed a total of ten (10) years); provided, that termination of this Agreement or expiration of the Term shall not impact any Malcolm X Student who has enrolled in the Nursing Pathway Program during the Term. For the avoidance of doubt, University and Community College hereby acknowledge and agree that any Malcolm X Student enrolled in the Nursing Pathway Program at any time during the Term shall be entitled to complete all coursework necessary to complete the Community College ADN and the University's Bachelor of Science in Nursing on the same terms and conditions as herein set forth (including, but not limited to, tuition rates) unless said Malcolm X Student has dropped out of, or been disqualified from participation in the Nursing Pathway Program.

10 COMPLIANCE WITH APPLICABLE LAWS

The Parties shall undertake the performance of their respective obligations under this Agreement in accordance with all applicable federal, state and local laws.

11. INSURANCE AND INDEMNIFICATION

- a. University Insurance. By action of the Board of Trustees of the University of Illinois on August 1, 1976, a liability self-insurance plan was established, most recently amended on November 12, 2020 to be effective on January 1, 2021 ("University Program and Plan"). The University Program and Plan documents will be provided to Community College simultaneous with the execution of this Agreement. Under the terms of said University Program and Plan, University's students, who at the time of an occurrence are acting within the scope of duties assigned to them pursuant to this Agreement, are named insureds under the University's Program and Plan. The limits of liability under the terms of the University's Program and Plan are \$1 million per occurrence and \$3 million in the aggregate. While the University's Program and Plan are in effect as of the date hereof,

nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, University's Program and Plan; provided, however, University agrees to publish an advance thirty (30) day public written notice in the event the University's Program and Plan is canceled in whole or in part and shall provide Community College of written notice of the same. See Exhibit D for University of Illinois Liability Self-Insurance Plan document. Article XII. 7. Cancellation of such plan explains the notification process.

- b. Community College Insurance. Community College agrees to maintain in full force and effect, during the existence of this Agreement, comprehensive professional and general liability insurance for its students, employees, authorized representatives and servants, including personal injury, liability, and property damage liability coverage in a minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate. Malcolm X shall furnish University with a certificate of insurance or other written document reasonably satisfactory to the University as evidence of its insurance coverage in full force and effect.

- c. Insurance to be carried by each Party. In addition to the insurance requirements set out in Sections 11a and 11b above, each Party (i) agrees to carry the following insurance during the Term: (a) Workers' Compensation coverage in the amounts prescribed by applicable law, covering all employees who are providing services in connection with this Agreement and Employer's Liability coverage with limits of not less than \$1,000,000 each accident or illness; (b) when any motor vehicle (owned, non-owned and hired) is used in connection with work to be performed pursuant to this Agreement, Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage; provided further, that said coverage must include contractual liability and when policies are renewed or replaced, the policy retroactive date must coincide with, or proceed, start of work on this Agreement and when a Claims-Made Policy, is not renewed or replaced, it must have an extended reporting period of two (2) years; and (c) a Cyber and Privacy Policy with limits of not less than \$50,000 per occurrence to address liability for a data breach which may result in the compromise of personal data pertaining, but not limited to, either Party, its Trustees, employees, students, administrators, staff, visitors, and guests, and any participant in the Nursing Pathway Program (provided further, that such policy shall cover a variety of expenses associated with data breaches, including, but not limited to, notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft). The foregoing insurance coverage requirements may be satisfied by an umbrella policy meeting the above conditions. Additionally, when any professional consultants perform services in connection with this Agreement, Professional Liability Insurance covering errors, omissions, or negligent acts, must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the Effective Date of this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. A copy of each Party's current Certificate of Insurance is attached hereto as Exhibit C.

- d. Except as required by law, in no event shall either Party be liable to the other Party for any damages resulting from the other Party's negligent or wrongful acts, whether such

acts are of omission or commission. This Section 11.d. shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one Party to the other.

12. INDEPENDENT CONTRACTOR

The relationship established under this Agreement is that of independent contractors and nothing herein shall create any association, partnership, joint venture or agency relationship between them. No provision of this Agreement is intended to confer any rights, benefits, remedies or liabilities upon any person other than the parties and their respective permitted successors and assigns.

13 WAIVER; NOTIFICATION

- 13.1 Waiver. No failure or delay of either Party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances.
- 13.2 Notice. All matters requiring the approval or consent of either Party related to this Agreement shall be requested in writing and are not effective until given in writing. Notices and other communications shall be given in writing by personal delivery, United States Postal Service mail, express delivery, facsimile, or electronic transmission addressed to the respective parties as follows, or at such addresses as may be designated by the parties in writing:

If to University:

Catherine Vincent
Associate Dean for Academic Affairs
University of Illinois at Chicago
College of Nursing (MC 820)
845 S. Damen Ave., Room 506
Chicago, Illinois 60612
Phone 312-413-1505
Fax:
Email: vincentc@uic.edu

If to Community College:

David A. Sanders
President
Malcolm X
1900 W. Jackson Blvd.
Chicago, IL 60612
Phone: 312-850-7031
Fax: 312-850-7039
Email: dsanders67@ccc.edu

With copy to:

Karla Mitchell Gowen, General Counsel
Office of the General Counsel
City Colleges of Chicago
180 N. Wabash Ave, Suite 200
Chicago, IL 60601
Email: kgowen@ccc.edu

14 ASSIGNMENT; SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES

This Agreement may not, without the prior written consent of the other Party, be assigned by operation of law or otherwise, and any attempted assignment will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and legal representatives. No provision of this Agreement is intended to confer any rights, benefits, remedies or liabilities upon any person other than the Parties and their respective permitted successors and assigns.

15. USE OF NAME

Neither Party may use the name, images, logo or trademark of the other Party for any commercial purpose without prior written approval of the other Party.

16 SEVERABILITY; SECTION HEADINGS

- 16.1 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other governmental authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and will in no way be affected, impaired or invalidated so long as the purpose of this Agreement as set out in the Recitals is not affected in any manner materially adverse to any Party hereto. Upon such a determination, the Parties will negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties and the purpose of this Agreement as closely as possible in an acceptable manner in order that the purpose contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- 16.2 Section Headings. The headings of sections in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement in any way.

17 FERPA; RECORD KEEPING

- 17.1 FERPA. Each Party hereto agrees to ensure that it and its employees maintain the confidentiality of all student information under the Family Education and Privacy Rights Act, 20 USC §1232g (as from time to time amended, "FERPA"), any other applicable state, federal, or local laws or regulations applicable to Illinois student records and said Party's own internal policies and procedures. Each Party will ensure that any student information reported to it or received pursuant to this Agreement shall be maintained as confidential under FERPA and any other applicable state, federal, or local laws or regulations. In the event a Party is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in its possession by reason of this Agreement, said Party shall immediately provide written notice to the other Party, with the understanding that said Party will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. No Party is obligated to withhold the delivery beyond the time ordered by the court or administrative agency unless the subpoena or request is quashed or the time to produce is otherwise extended.
- 17.2 Record Keeping; Audits. Each Party will maintain books and records, in accordance with its internal policies and procedures (including, but not limited to, records retention policies and

procedures) and all applicable state, federal and local laws and regulations with respect to the Nursing Pathway Program or any component thereof, and shall keep such records and accounts open to audit, inspection, copying, abstracting and transcription as reasonably requested by the other Party or any interested governmental agency with a legal right to view such records, at reasonable times during the performance of this Agreement. Each Party further agrees to produce records, to the extent required by the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended (“FOIA”) and other applicable laws, rules, and regulations upon the written request of a person or entity entitled to request the same who makes said request in compliance with applicable laws, rules and regulations and to reasonably cooperate with the other Party in the event the other Party is the recipient of such request.

18 GOVERNING LAW; DISPUTE RESOLUTION; ARBITRATION

18.1 Governing Law. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.

18.2 Dispute Resolution. If any disputes arise out of this Agreement, the Parties agree to make a good faith effort to resolve such dispute in an amicable and expeditious manner, so as to avoid unnecessary losses or delays in accordance with the following procedure:

- a. Any dispute between the Parties shall first be referred to their respective Deans for an in-person meeting to hear and resolve the dispute (“Resolution Stage 1”) and said meeting shall take place at mutually agreed date, place and time not less than five (5) business days’ after a Party has provided a written request for dispute resolution, which request shall include sufficient details regarding the allegations of the dispute and any documentation reasonably necessary for a party to prepare for said meeting.
- b. In the event the dispute cannot be resolved at Resolution Stage 1 within five (5) business days of commencement of negotiations, the dispute (along with all applicable records and information) shall be promptly elevated to the Vice President of Student Affairs for each Party for an in-person meeting to hear and resolve the dispute (“Resolution Stage 2”).
- c. In the event the dispute cannot be resolved at Resolution Stage 2 within five (5) business days of commencement of those negotiations, the dispute (along with all applicable records and information) shall be promptly elevated to the President or Chancellor for each Party for an in-person meeting to hear and resolve the dispute (“Resolution Stage 3”).
- d. In the event the dispute cannot be resolved at Resolution Stage 3, either party may pursue any remedies available to it at law or in equity.

19 ENTIRE AGREEMENT; MODIFICATIONS; RECITALS

This Agreement constitutes the entire agreement between Community College and University regarding the Nursing Pathway Program and supersedes all prior oral or written agreements, negotiations, discussions or understandings in connection herewith. This Agreement may only be modified or otherwise altered by written instrument, duly executed by authorized representatives of Community College and University. The Recitals set forth above are hereby incorporated herein.

20 AUTHORIZATIONS

Each Party hereto represents to the other Party that it has obtained all approvals and governmental authorizations required for the performance of its obligations under this Agreement.

21 NON-DISCRIMINATION

Each Party hereto shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

22 COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which taken together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, electronic signature or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SIGNATURE PAGE FOLLOWS

APPROVAL AND EFFECTIVE DATE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. This Agreement shall not be binding until signed by all Parties.

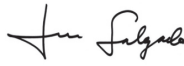
**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

**Board of Trustees of Community College
District No. 508, Cook County, Illinois**

By: 

Paul N. Ellinger, Interim Comptroller

Date: Kevin Fair, Associate Director of Purchasing
2021.08.24 14:46:49 -05'00'

By: 

Juan Salgado, Chancellor 8/16/2021

Date: _____

APPROVED AS TO LEGAL FORM:



08/16/21

Karla Mitchell Gowen
General Counsel

EXHIBIT A
Nursing Pathway Program Authorization Form

For confirmation and removal of doubt, this is the Authorization Form referred to in 3.a above. It is not an application form to either the community college ADN degree nor to the university RN BSN Completion Degree Program. This is how a student indicates their interest in the Nursing Pathway Program. It initiates information sharing and advising with the student and gives authorization from the student for the community college and university to share student information. It is an electronic document, often referred to as a Landing Page. In its electronic format, it is one scrollable page.



University of Illinois at Chicago's Dual Admissions Pathway allows you to earn an Associate Degree in Nursing at your community college while also enrolling in UIC Registered Nurse to Bachelor of Science in Nursing degree program courses.

Complete

the Dual Admissions form. Fill out the form below and upload unofficial copies of your transcripts to receive an evaluation and connect with your UIC Dual Admissions Pathway Advisor.

Follow

your personalized pathway. Your UIC Dual Admissions Pathway Advisor will work with your Community College Advisor to guide you through your ADN and UIC BSN courses.

Earn

your ADN & UIC BSN. At the appropriate time, your Advising Team will direct you to submit the UIC Dual Admissions Pathway application and submit official transcripts to UIC.

Student Information

First Name*

Last Name*

Community College Email Address*

Personal Email Address*

Phone Number*

Birthdate*

Community College Information

Current Community College*

Community College Student ID*

Expected Graduation Date*

Address

Country

Street

City

State

Postal Code

Transcripts

Accepted File Types: .pdf, .jpg, .png

Transcripts 1 No file chosen

Transcripts 2 No file chosen

Transcripts 3 No file chosen

By submitting this form and participating in the UIC RN to BSN Dual Pathways program, I allow UIC and my community college permission to share transcripts for reverse transfer.*

SUBMIT

EXHIBIT A-1
University Degree Seeking Admission Application

Students participating in the Nursing Pathway Program will apply to the UIC RN-BSN Degree Program as degree seeking students in the same manner as any prospective student interested in that program, through our online application process.

Application is available at <https://bsn.ec.uic.edu/application-process/apply-now/>

Students must submit official transcripts from any prior college or university.

Students must pay the UIC application fee, currently \$60.00.

The following is a sample of the online application.

UIC RN to BSN Application

(submitted online electronically)

Personal Info

Required questions are indicated by an asterisk (*).

Please note that additional application pages will display after you have selected your intended program.

Name

Prefix

First (Given)*

Middle

Last (Family)*

Suffix

Preferred First

Other Last Names Used

Addresses*

Permanent Address

Country

Street Address

City

State

Postal Code

Mailing Address

[Same as permanent](#)

Country

Street Address

City

State

Postal Code

Valid From optional

Valid Until optional

[Insert Address](#)

Email Address

Current Email Changecatred@uic.edu

Telephone Numbers* (include +country code)

Daytime

Evening

Mobile

Biographical Information

Sex*

Birthdate

Citizenship Information

Citizenship*

Dual Citizenship

Office of Admissions

1200 West Harrison Street
Chicago, IL 60607-7161
Phone: (312) 996-4350
TDD General: (312) 355-0379

[Contact Us](#)

Page 2

Intended Program

Additional application pages may display once you have selected your intended program.

Application Type

First, we'll determine which type of application you need based on your academic background and intended major.

Have you graduated from high school or earned your GED?*

- Yes
- No

Have you attended any college, university, or trade school since graduating from high school or earning your GED?*

- Yes
- No

Have you earned a Bachelor's degree or an equivalent credential?*

- Yes
- No

Have you earned college credit at the University of Illinois at Chicago?*

- Yes
- No

How many full years worth of college coursework have you completed?*

- Less than a year (29 or fewer semester hours)
- Less than two years (30-59 semester hours)
- Less than three years (60-89 semester hours)
- Less than four years (90 or more semester hours)

Select your application type.*

Select your student type.*

Intended Program of Study

Do you wish to apply to an on-campus degree program or an online program?*

Choose your intended major at UIC. [Browse programs.](#)*

You may choose a Pre-professional goal from the list below to accompany your major.

For which part of the term do you intend to enroll?*

- Term A - August (Fall)
- Term B - October (Fall)

Page 3

School Info

- **First year or transfer applicants with freshman standing** (less than 30 earned semester hours): please select your high school as well as any post-secondary institutions you have attended (including your current school).
- **Transfer applicants** (more than 30 earned semester hours): please provide details for *each* college, university, or trade school you have attended.

Type keywords into the "Institution" field to auto-fill details about your school. If your school is not found, manually fill in the Institution, City, State, and Country fields.

Please note that all applicants will be checked in the National Student Clearinghouse. Transcripts will be required from all schools you have attended, including high school transcripts for applicants transferring to UIC with a limited number of transferrable credit hours.

Institution Degree Dates Attended

[Add Institution](#)

Page 4

Residency

Required questions are indicated by an asterisk (*).

Illinois Residency

Are you a resident of the state of Illinois?*

- Yes
- No

Will you have lived in Illinois for the 12 months preceding your first term at UIC?

Yes

No

Do you have a parent, spouse or legal guardian residing in Illinois through which you can claim residency?

Yes

No

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Additional Info

Required questions are indicated by an asterisk (*).

Courses in Progress*

Are you currently enrolled in any college courses?*

Yes

No

Application Fee or Fee Waiver*

Choose a waiver reason below if you qualify for a transfer application fee waiver. Further documentation may be requested after you submit your application.*

Disciplinary History*

Have you ever been found responsible for a disciplinary violation at any post-secondary educational institution you have attended, whether related to academic misconduct or behavioral misconduct, that resulted in a disciplinary action? These actions could include, but are not limited to: probation (excluding academic probation), suspension, removal, dismissal, or expulsion from the institution.*

Yes

No

Veteran Status

U.S. Armed Forces Status

Family

What is the highest educational level attained by a parent or legal guardian?*

Are any siblings also applying for undergraduate admission to University of Illinois at Chicago this year?

- Yes
- No

Campus Housing

Do you intend to live on campus if you attend UIC?

Financial Aid

Do you intend to pursue need-based financial aid if you attend UIC?

Contact with UIC

Do you wish to be contacted via mobile phone? Contact methods may include phone calls generated from an automated telephone dialing system or text messaging.

- Yes, I consent to receiving these types of communication

Have you previously applied to the University of Illinois at Chicago?

- Yes
- No

How have you learned about the University of Illinois at Chicago? Check all that apply.

- Advertisement-Print
- Advertisement-TV or Radio
- Athletics/Sports on TV
- Coach
- College Fair
- College Visit by UIC Representative
- Common App
- Concerts or Events at the UIC Pavilion

- Field Trip to the UIC
- Friend
- Group Visit to Campus
- High School Guidance Counselor
- High School Visit by UIC Representative
- Mail from University
- Open House hosted by UIC
- Other Web Site
- Parent(s)
- Social Media (Facebook, Twitter, etc.)
- Summer Camps at UIC
- Teacher / Professor
- Transfer Center Advisor
- UIC Global
- UIC Graduate
- UIC Student
- UIC Web Site
- US News & World Report

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UG Transfer Essays

Required questions are indicated by an asterisk (*).

We recommend saving in-progress essay content regularly (every 20 minutes or so) by clicking the Continue button. You may return to this page to continue where you left off. Alternatively, you may draft your essay content in an external word processing application and copy/paste the completed content below.

RN-to-BSN Online Personal Statement

The personal statement is carefully considered in the admission selection process. This personal statement is your opportunity to tell us how this degree will help you in your current position and in your ultimate career goal. Please be explicit when stating your career goals. (max 500 words)

500 words remaining

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Extracurricular and Work Experience

Please provide details on your awards and/or extracurricular activities, which might include anything from a part-time job to responsibilities at home to school clubs or sports. List the awards and activities that are most important to you.

Organization Name Dates Participated

[Add Activity](#)

Bottom of Form

Page 8

Test Scores

Self-reported test scores may be provided here, but test scores usually aren't required for transfer applicants. Test scores may be requested/required in cases where:

- AP and IB test scores can help satisfy prerequisite courses. View the [UIC Undergraduate Catalog](#) for minimum score requirements.
- ACT or SAT scores are required for students transferring to UIC with freshman standing.

Date Type

[Add](#)
[Test](#)

Page 9

Honors College

Required questions are indicated by an asterisk (*).

Would you like to apply to the UIC Honors College?

The Honors College at UIC is a highly selective program designed for students who seek intense academic challenge. You must be admitted to UIC before your application to participate in the Honors College will be considered. Honors College applications require a 400-500 word essay. Would you like to apply to the UIC Honors College?

Yes

No

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By signing and submitting your application, you agree to the following:

I understand that withholding information requested on this application, including attendance at any other institution, or giving false information may make me ineligible for admission to the university or subject to dismissal. I have read this application and certify that the statements I have made on this application are correct and complete, including a report of all college work attempted or completed.

In place of your signature, please type your full legal name:

EXHIBIT B
Approved Curriculum

Community College ADN Curriculum

Basic Nursing Assistance Training (8)	Program Prerequisite
English 101–Composition I (3)	Program Prerequisite
Biology 121–Biology I (5)	Program Prerequisite
Chemistry 121–Basic Chemistry I (4)	Program Prerequisite
Mathematics 118–General Education Mathematics (4) OR higher	Program Prerequisite
Biology 226–Human Structure and Function I (4)	Program Corequisite
Microbiology 233–Microbiology (4)	Program Corequisite
Nursing 101–Fundamentals of Nursing (7)	Required Program Core
Biology 227–Human Structure and Function II (4)	Program Corequisite
Nursing 102–Introduction to Medical Surgical (7)	Required Program Core
Nursing 210–Intermediate Medial Surgical Nursing (6)	Required Program Core
Nursing 211–Maternal-Newborn/Mental Health (6)	Required Program Core
Nursing 212–Pediatric/Gerontological Nursing (6)	Required Program Core
Nursing 213–Advanced Medical Surgical Nursing (6)	Required Program Core
Nursing 203–Nursing Leadership (3)	Required Program Core

University RN-BSN Completion Degree Curriculum

English Composition I* & II (6)	Program Corequisite
Chemistry* (4–5)	Program Corequisite
Human Anatomy* (4)	Program Corequisite
Human Physiology* (4)	Program Corequisite
Microbiology* (4)	Program Corequisite
Nutrition (3)	Program Corequisite
Life Span Human Growth and Development (3)	Program Corequisite
Understanding the Individual & Society (3)	Program Corequisite
Understanding the Past (3)	Program Corequisite
Understanding the Creative Arts (3)	Program Corequisite
Exploring World Cultures (3)	Program Corequisite
Understanding U.S. Society (3)	Program Corequisite
Liberal Arts and Sciences Electives (13–14)	Program Corequisite
NURS 212 Health Assessment and Communication (3)	Required Program Core
NURS 242 Concepts and Processes in Contemporary Nursing (4)	Required Program Core
NURS 385 Nursing Care of Populations (5)	Required Program Core
NURS 322 Research and Statistics for Evidence Based Practice (4)	Required Program Core
NURS 342 Caring in Professional Nursing (2)	Required Program Core
NURS 390 Nursing Leadership and Management in Healthcare (6)	Required Program Core
NURS 316 Introduction to Nursing Informatics (3)	Required Program Core
NURS 397 Issues in Nursing Practice (3)	Required Program Core

*Indicates a course required by both Community College ADN degree and University RN-BSN Degree. Student will be required to complete the course once and it will apply toward both degrees.

Attention: The following is an example course sequence for students who participate in the Nursing Pathway Program. It does not represent a contract, nor does it guarantee course availability. If this pathway is followed as outlined and individualized to the needs of each student, said student will earn an ADN from Malcolm X College and an RN-BSN from University of Illinois at Chicago.

Sample Course Progression

This progression depicts a student who has had no previous college level course work.

Actual course progression will vary based on the precise course needs of individual students.

Year	Semester	Term	Course Number	Course Title	Credit Hours
Pathway Year 1					
1	1	Fall (1st 8 wks)	STHLTH 624	BNA Fundamentals/Clinical	8
1	1	Fall (2nd 8 wks)	ENG 101	Composition I (Online)	3
1	1	Fall (16 wks)	MATH 118	General Education Math	4
1	2	Spring	BIO 121	Biology I	5
1	2	Spring	CHEM 121	Basic Chemistry I	4
1	2	Spring	ENG 102	Composition II	3
Pathway Year 2					
2	3	Summer	PSYCH 201	General Psychology	3
2	3	Summer	MIC 233	General Microbiology	4
2	4	Fall	NURS 101	Fundamentals of Nursing	7
2	4	Fall	BIO 226	Human Structure and Function I	4
2	5	Spring	BIO 227	Human Structure and Function II	4
2	5	Spring	NURS 102	Introduction to Medical-Surgical	7
2	5	Spring	BIO 107	Nutrition-Consumer Education	3
Dual Admission Year 3					
3	6	Summer 1 (4 wks May-June)	NURS 342	Caring in Professional Nursing	2
3	6	Summer 2 (8 wks June-Aug)	NURS 242	Contemporary Nursing (for example)	4
3	7	Fall	NURS 210	Intermediate Medical-Surgical Nursing	6
3	7	Fall	NURS 211	Maternal-Newborn/Mental Health	6
3	8	Spring	NURS 212	Pediatric/Gerontologic Nursing	6
3	8	Spring	NURS 213	Advanced Medical Surgical	6
3	8	Spring	NURS 203	Nursing Leadership	3
NURS Courses at UIC & GenEds at Malcolm X Year 4					
4	9	Summer	PSYCH 224	Life Span Developmental Psychology (Recommend CLEP)	3
4	9	Summer	TBD	Liberal Arts Elective	3

4	9	Summer	n/a	NLCEX Prep	0
4	10	Fall A	NURS 316	Introduction to Nursing Informatics	3
4	10	Fall B	NURS 242	Concepts and Processes in Contemporary Nursing	4
4	11	Spring	TBD	Understanding the Past	3
4	11	Spring	TBD	Understanding U.S. Society	3
NURS Courses at UIC & Gen Eds at Malcolm X Year 5					
5	12	Summer	TBD	Exploring World Cultures	3
5	12	Summer	TBD	Understanding the Creative Arts	3
5	13	Fall A	NURS 322	Introduction to Research and Statistics for Evidence-Based Practice	4
5	13	Fall B	TBD	Liberal Arts Elective	3
5	14	Spring A	NURS 390	Nursing Leadership and Management in Healthcare	6
5	14	Spring B	NURS 397	Issues in Nursing Practice	3

Yellow highlights indicate non-nursing or general education courses required by University beyond prerequisite non-nursing required by Community College.

Red highlight indicates examples of students taking RN-BSN level courses in summer between ADN semesters.

Green highlight indicates Community College nursing courses being evaluated as to the extent to which they teach Health Assessment content sufficient to transfer to University in fulfillment of NURS 212. If the evaluation by University deems them sufficient, a three-credit health assessment equivalency will transfer.

EXHIBIT C
[Insert Certificates of Insurance for Each Party]

EXHIBIT D

University of Illinois Self-Insurance Plan

UNIVERSITY OF ILLINOIS
LIABILITY SELF-INSURANCE PLAN

First adopted:	August 1, 1976
Amended:	March 21, 1985
Further amended:	July 1, 1992
	November 2, 2002
	September 6, 2007
	June 9, 2011, with an effective date of January 1, 2012
	November 12, 2020, with an effective date of January 1, 2021

ARTICLE I

Definitions

As used herein:

1. The term “Authorized Representative” shall mean any enrolled student, volunteer worker, visiting faculty, or University Committee Member who at the time of an Occurrence, or the rendering of or failure to render University Service was acting on behalf of the University and within the scope of duties assigned to him or her by the University.
2. The term “Aggregate” shall mean the maximum monetary consideration payable by the University on behalf of any or all Covered Person(s) for all Loss resulting from Claims during any one Policy Period for which this Plan provides coverage.
3. The term “Board” shall mean The Board of Trustees of the University of Illinois.
4. The term “Claim” shall mean a demand seeking monetary Damages otherwise covered by this Plan or an Occurrence that is reasonably certain to result in a Claim.
5. The term “Claimant” shall mean any person, entity, organization, corporation or unit of government making a Claim against a Covered Person on a cause of action which resulted from an Occurrence or arose out of the rendering of or failure to render University Service.
6. The term “Clinical Services” shall mean related to or involving direct observation, examination and/or treatment of patients while acting as an Employee or Authorized Representative providing University Services.
7. The term “Contracting Party” means any firm, corporation, association, unit of government, or person with which the University enters into a written agreement for (i) the use of property or the performance of any function, service or act, and (ii) the allocation or sharing of liabilities and Damages resulting from the performance of such agreement.
8. The term “Covered Person” shall mean any person, entity or organization designated in the Covered Persons provisions of the Plan.
9. The term “Damages” shall mean any monetary consideration approved under the Plan for payment to a Claimant or the amount of a final judgment awarded to a Claimant by a court of competent jurisdiction, including but not limited to money, services, and waiver of amounts payable from patients and others who receive University services, but excluding payments of back pay for service rendered, fines, monetary penalties, costs of cleaning up contaminated sites, and payments which are contrary to public policy.
10. The term “Defense Expenses” shall mean all attorneys’ fees, costs and expenses incurred on behalf of a Covered Person in connection with the defense of a Claim or a Related Claim, in responding to any lawfully issued subpoena for documents or testimony or any

investigative demand issued by any governmental entity or agency for documents, information or testimony arising out of or related to the Covered Person's provision of University or Clinical Service.

11. The term "Employee" shall mean a person, who at the time of an Occurrence, or the rendering of or failure to render University Service, was employed by the University and acting within the scope of his or her University duties.
12. The term "Fund" means any account or fund established by the Board for the purpose of funding expenses or Claim payments incurred in the operation of the Plan.
13. The term "Injury" shall mean physical damage to or destruction of tangible property, bodily or mental injury, sickness or disease, including death, to which the Plan applies and resulted from an Occurrence in the performance of University Service. The term Injury shall not include physical damage to or destruction of tangible property, bodily or mental injury, sickness or disease, including death, that is caused by or the result of any intentional, reckless, malicious, willful or wanton or similar conduct of a Covered Person.
14. The term "Limit of Liability" shall mean the applicable maximum amount of Damages or Loss for any Claim, Related Claim or suits as provided for in Article IX and the maximum amount of expenses provided for in paragraph 5 of Article IX.
15. The term "Loss" means any monetary amount paid on account of an award, judgment or settlement, which the University is legally obligated to pay as a result of a Claim.
16. The term "Member of The Board" shall mean any past or present individual member of The Board of Trustees of the University of Illinois who at the time of an Occurrence or the rendering of or failure to render University Service was acting within the scope of his or her duties in that office.
17. The term "Occurrence" shall mean any incident or accident while the Plan is in effect, including continuous or repeated exposure to conditions, arising out of the performance of University Service by a Covered Person which results in an Injury or Personal Injury not expected or intended from the standpoint of the Covered Person.
18. The term "Officer" shall mean those Officers described in the University of Illinois *Statutes* and *The General Rules Concerning University Organization and Procedure*, who at the time of an Occurrence or the rendering of or failure to render University Service was acting within the scope of his or her duties as such Officer.
19. The term "Personal Injury" means Damages to which the Plan applies sustained by any person or organization and arising out of one or more of the following committed in conduct of University Service:
 - A. false arrest, detention or imprisonment, or malicious prosecution

- B. the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy
- C. wrongful entry or eviction, or other invasion of the right of private occupancy
- D. gender, age or other unlawful discrimination
- E. infringement of copyright, title, or slogan
- F. plagiarism, piracy, or unauthorized use of materials
- G. advertising, broadcasting, telecasting, or publishing activities
- H. unfair competition
- I. false or improper service or process
- J. violation of property rights
- K. violation of a civil or constitutional right.

20. The term "Plan" shall mean the University of Illinois Liability Self Insurance Plan.

21. The term "Plan Fund(s)" shall mean the levels of funding as determined by the Vice President pursuant to paragraphs 1 through 3 of Article IX and Article X.

22. The "Plan Territory" shall be anywhere in the world where the University teaches, conducts research, or provides public service.

23. The term "Policy Period" is the University's fiscal year.

24. The term "Registered Organization" shall mean those incorporated and unincorporated student, staff, and faculty organizations which have been registered with the appropriate University office.

25. The term "Related Claim(s)" shall mean all Claims based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions or events, whether related logically, causally or in any other way.

26. The term "Service Company" shall mean a commercial company engaged by the University to perform Claim investigations, loss control, and other services on behalf of the Plan.

27. The term “University” and shall mean The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois.
28. The term “University Counsel” shall mean the general legal officer of the Board and the University, who serves as legal advisor to the Board, to the President, and to other officers of the University.
29. The term “University Service” shall mean a service, or series of related services (including health care and Clinical Services), performed directly for a person, entity or organization by the University or by a Member of The Board, Officer of the Board, Employee, or Authorized Representative of the University, while acting within the scope of their University duties.
30. The term “Vice President” shall mean the Vice President/Chief Financial Officer and Comptroller.

ARTICLE II

Effective Date

The effective date of the Plan is August 1, 1976.

ARTICLE III

Covered Persons

Each of the following is a Covered Person under the Plan to the extent set forth below:

1. The University;
2. Officers and Members of the Board of Trustees;
3. Employees;
4. Authorized Representatives; and,
5. Contracting Party, but only as specified by written agreement with the University.

ARTICLE IV

Coverage Statement

The University, based on the provisions of the Plan and subject to its limitations, will pay on behalf of the Covered Person all Damages or Loss to which this Plan applies, which the Covered Person shall become legally obligated to pay for a Claim first made while this Plan is in effect:

1. because of Injury or Personal Injury caused by an Occurrence, or
2. because of Injury or Personal Injury arising out of the rendering of or failure to render University Service

The University shall have the sole and exclusive right and duty to defend any Claim seeking Damages against the Covered Person, even if any or all of the allegations of the Claim are groundless, false, or fraudulent. The University, in responding to a Claim shall control the defense of such Claim, and may take whatever actions in the defense of a claim as it deems necessary in its sole discretion, including but not limited to: investigating any Claim or Occurrence; proceeding to trial on any Claim, including appeals; and, settling any Claim as it deems expedient. The University will not be required to obtain the Covered Person's consent prior to taking any actions in the investigation, defense or settlement of any Claim covered under this Plan. The University shall not be obligated to pay any Claim, Damages or Loss or to defend any Claim in excess of the Limit of Liability provided for in Article IX or after the applicable Plan Fund has been exhausted by payment of judgments, settlements, and expenses.

The University, based on the provisions of the Plan and subject to its limitations, may pay on behalf of a Covered Person any expenses incurred for legal representation of the Covered Person provided by counsel appointed by the University to represent the Covered Person in responding to any lawfully issued subpoena for documents or testimony or any investigative demand issued by any governmental entity or agency for documents, information or testimony arising out of or related to the Covered Person's provision of University or Clinical Service.

In the event that any Covered Person i) elects to employ their own legal counsel (see Article VI below) and declines legal counsel provided by the University; ii) fails to promptly notify the University Counsel of a Claim as provided in Article XII(1); fails to cooperate with the University in the defense of any Claim; iii) voluntarily makes any settlement of a Claim; or, iv) otherwise attempts to interfere with or prevent the University from conducting any investigation, defense, trial, appeal or settlement of a Claim, the University shall have no obligation under the Plan to pay any sum (including Damages, Loss, judgment, legal fees and expenses) such Covered Person may become legally obligated to pay.

If the Covered Person contests any settlement authorized by the University, then the Plan's liability for the Claim shall not exceed the lesser of the limit of Article IX or the amount for which the Claim could have been settled including costs, charges, and expenses incurred up to the date that the Claim could have been resolved by the University.

ARTICLE V

Exclusions

The Plan does not apply:

1. to any obligation for which the University or any carrier as its insurer may be held liable under any workers' compensation law, occupational diseases law, unemployment compensation law or disability benefits law, or under any similar law.
2. to any obligation for which the University may be held liable under any breach of contract, Claim, or suit.
3. to an obligation payable under the State Self-Insured Motor Vehicle Liability Plan.
4. to any Occurrence, University Service, or obligation which is within the provisions of the Federal Tort Claims Act as provided in 38 USC §4116 or is payable by the United States under any federal legislation or program.
5. to the physical damage to or destruction of tangible property owned by, leased or otherwise in the care, custody or control of the University.
6. to liability assumed by a Covered Person in guaranteeing the result of any service.
7. to liability and Damages or Loss arising out of any activity of a Registered Organization.
8. to liability and Damages or Loss arising out of any activity of a volunteer organization unless they are a Covered Person pursuant to Article III, Item 5.
9. to liability and Damages or Loss caused intentionally, resulting from any dishonest, fraudulent, or criminal statement, act, or omission or resulting from sexual conduct, defined as sexual misconduct, sexual or erotic physical contact or attempted contact, sexual impropriety, sexual intimacy, sexual harassment, sexual assault, sexual exploitation or sexual molestation.
10. to liability and Damages or Loss arising from the rendering of emergency aid and assistance not in the scope of University duties.
11. to liability incurred by a Covered Person arising from the performance of services for fees, compensation, or profit which are derived or intended to be derived from a source other than the University, including without limitation liability or Damage or Loss arising out of medical care or treatment rendered other than while providing Clinical Services for the University.

12. to liability and Damages or Loss arising from the failure of corporate stock to perform as represented by a Covered Person or arising from the investment or non-investment of funds.
13. to liability and Damages or Loss assumed by a Member of the Board, Officer, Employee, Authorized Representative, or Contracting Party under any contract, unless the University would be liable in the absence of such contract and then only to the extent of its proportionate share. In no instance shall University be liable for Damages or Loss arising out of any contract or undertaking entered into without the express authorization of the University or occurring prior to the execution of a valid University contract.
14. to liability and Damages or Loss arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, or financial obligations arising under any law, regulation, administrative order, or court order for the cleanup of a landfill or other contaminated site.

ARTICLE VI

Legal Services

The furnishing of all legal services, including investigations, claim management and legal defense and the payment of Defense Expenses, shall be provided by the University provided the Covered Person delivers notice of a Claim or summons and complaint to the Office of University Counsel no later than 15 days after receipt of the notice of Claim or service of process, whichever is earlier. Required legal services may be provided by the University Counsel or his or her staff, by outside legal counsel appointed by the University or by a “Service Company” as the University Counsel deems necessary.

In the event that the Covered Person elects to employ personal legal counsel to provide advice to the Covered Person or to assist the University Counsel or counsel appointed by the University Counsel such employment of personal legal counsel shall be at the personal expense of the Covered Person (and not be payable by the University as Defense Expenses), and the University shall retain the right to make all decisions in regard to the investigation, defense, adjustment or settlement of the Claim or suit.

ARTICLE VII

Claims Adjustment

The Vice President, or his or her designee, with advice of University Counsel, is responsible for Claim payments, denials, and settlements. Payments for settlements from the Plan Funds which exceed the Vice President’s authorization established by The Board shall be submitted to The Board for prior approval. The Vice President may utilize a “Service Company” in addition to University personnel in performing his or her responsibilities.

ARTICLE VIII

Payment of Claims and Suits

Claims arising from operations of the University hospital, clinics, infirmaries, and dispensaries are payable from the Medical Professional Liability Fund or the General Liability Fund, as appropriate. Professional liability Claims against Covered Persons who are involved in the medical care of humans are payable from the Medical Professional Liability Fund. Other professional liability Claims and general liability Claims are payable from the Public Liability Fund. Claims for violation of civil and constitutional rights are payable from the Board Legal Liability Fund.

Moneys may be transferred between the Funds only as may be necessary for the payment of Claims which are payable from any Fund and as approved by the Vice President.

If the balance of the Plan Funds is not sufficient to pay all expenses, final judgments and executed settlements, Claim payments will be made in the order that final judgments and executed settlements become payable, without regard to Claim reserves previously established, date of incident, date of Claim demand, or date suit was filed. If final judgments which are entered simultaneously exceed the Plan's Limit of Liability, the Plan's Limit of Liability shall be apportioned pro rata to those simultaneous judgments. Any deficiency in Plan Funds which would not permit full payment of any Claim or final judgment shall not impose any liability on the University.

ARTICLE IX

Limit of Liability per Policy Period

1. The University shall not be required to pay from Plan Funds more than five million dollars (\$5,000,000) as Damages or Loss for all covered Claims, Related Claims or suits (other than for Claims or Related Claims against Covered Persons providing Clinical Services which Claims and Related Claims are subject to the Limits of Liability set forth in paragraphs 2 and 3 of this Article IX):
 - A. that result from one Occurrence, or
 - B. that result from the rendering of or failure to render a University Service to any one person or organization.

This is the maximum amount that the University may pay pursuant to this paragraph 1 regardless of the number of Covered Persons, Claims, Related Claims or suits brought, or persons or organizations making Claims, Related Claims, or bringing suits.

2. For Covered Persons providing Clinical Services at i) a location owned, leased in whole or in part, and under the sole control of the University; ii) a Regional Campus of the College of Medicine; or iii) a location that has been approved by the Vice President, in his or her sole discretion for purposes of this paragraph 2 of Article IX, the maximum amount the University may be required to pay will be any applicable medical professional liability self-insured retention payable from Plan Funds as Damages or Loss for all covered Claims, Related Claims or suits:
 - A. that result from one Occurrence, or
 - B. that result from the rendering of or failure to render a University Service to any one person or organization.

This is the maximum amount that the University may pay pursuant to this paragraph 2 regardless of the number of Covered Persons, Claims, Related Claims or suits brought, or persons or organizations making Claims, Related Claims, or bringing suits.

3. For Covered Persons providing Clinical Services at i) a location not owned, leased in whole or in part, or under the sole control of the University; or ii) a location that has not been approved by the Vice President, in his or her sole discretion for purposes of this paragraph 3 of Article IX , the maximum amount the University may be required to pay from Plan Funds is one million dollars (\$1,000,000) per Claim and three million dollars (\$3,000,000) Aggregate, per Covered Person in a Policy Period, as Damages or Loss for all covered Claims, Related Claims or suits:
 - A. that result from one Occurrence, or
 - B. that result from the rendering of or failure to render a University Service to any one person or organization.

This is the maximum amount that the University may pay pursuant to this paragraph 3 regardless of the number of Covered Persons, Claims, Related Claims or suits brought, or persons or organizations making Claims, Related Claims, or bringing suits.

4. The payment of Defense Expenses by the University will not reduce the applicable Limit of Liability as provided for in subparagraphs 2 and 3 of this Article IX.
5. The University shall provide the cost of reasonable legal expenses incurred by or on behalf of a Covered Person in responding to or defending a request, investigation, investigative demand or a proceeding initiated by a state professional licensing board related to the conduct of a Covered Person provided that the University required the Covered Person to be licensed in said jurisdiction. The University shall not be required to pay more than \$50,000 from Plan Funds for any Covered Person in any Policy Period, or more than \$100,000 for a Covered Person arising out of the performance of University Service during their term of employment or University Service. Any fines or penalties assessed by the state licensing body will be the responsibility of the Covered Person, not the University.

6. The Plan's Limit of Liability for each Claim made or suit brought before July 1, 1992 shall be the balance of the Plan Funds at the time of execution of settlement or entry of final judgment less obligations of the Funds incurred through settlements previously executed and final judgments previously entered.
7. Notwithstanding Items 1-5 of this Article, the Limit of Liability shall not exceed any constitutional, statutory, or other legal limitation imposed upon the University in the payment of funds for such purposes. The Plan's Limit of Liability shall not in any case exceed the balance of the applicable Plan Funds at the time of execution of settlement or entry of final judgment, less obligations of the Plan Funds incurred through settlements previously executed and final judgments previously entered.

ARTICLE X

Plan Funding

The Plan will be financed under the following guidelines:

1. The funding of the Plan shall be determined by the Vice President with the advice of an independent actuary contracted by the University.
2. The Vice President shall ascertain appropriate funding levels for the payment of actuarially projected costs of Claims and expenses of the Plan, including the costs of administration, Claims adjustment, the purchase of commercial insurance, and legal defense.
3. The Vice President shall inform The Board of the recommended level of funding, as determined above, and shall transfer the proper amounts to accounts or Plan Funds.
4. The Vice President shall assess University units on an equitable basis for contributions to the Plan Funds.

ARTICLE XI

Fund

1. The Plan Fund(s) or accounts shall exist as long as any Claim or expense payable under the Plan, or any amendments adopted thereto prior to its termination, is outstanding and may become payable from said Fund(s). The money deposited in the Plan Fund(s) shall be used solely for the purpose of payment of such Claims and expenses and shall not be subject to diversion for any other purpose so long as the Plan shall be in effect.
2. The Plan Fund(s) shall be the sole source of all payments made pursuant to the Plan and in no circumstance shall any other funds of the University, any Officer or Member of The

Board of Trustees individually, any Employee, or any other Covered Person be liable or responsible for payment of any Plan obligation.

ARTICLE XII

Miscellaneous Provisions

1. **Covered Person's Duties in the Event of Occurrence, Claim, Suit or Notice of Process**

A Covered Person shall submit to the Office of University Counsel or its designee at the earliest reasonable time following an Occurrence, statement, act, or omission which might result in a Claim under the Plan, a written notice containing particulars sufficient to identify injured person(s), Covered Persons, witnesses, and the time, place, and circumstances of an Occurrence or other incident which may reasonably lead to a Claim against a Covered Person.

If Claim is made or suit is brought against a Covered Person, the Covered Person shall, not later than 15 days after receipt, forward to the Office of University Counsel every demand, notice, summons, or other process received by the Covered Person or their representative.

If a Covered Person receives notice of any investigation, proceeding, subpoena or other lawful process for which the Covered Person requests legal representation or payment of expenses pursuant to the terms of the Plan, the Covered Person shall forward to Office of University Counsel a request for legal representation and payment of expenses no later than 15 days after receipt of notice of such investigation, proceeding, subpoena or other lawful process.

The Covered Person shall cooperate with the University and, upon the University's request, assist in making settlements, conducting suits, and enforcing any right of contribution or indemnity against any person or organization who may be liable to the Covered Person because of Injury or Damage with respect to which coverage is afforded under the Plan; and the Covered Person shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The University may elect to reimburse a Covered Person certain expenses because of Covered Person's attendance at hearings and/or trials. For Employees such reimbursement may include reasonable out-of-pocket expenses for mileage and parking. If the Covered Person is no longer an Employee the University may elect to reimburse the Covered Person for reasonable airfare, hotel accommodations, and meals associated with their attendance at hearings and/or trials. Under no circumstance will the Plan cover loss of earnings, loss of hours and/or shifts, loss of vacation time and/or expenses associated with missed or cancelled vacations incurred because of Covered Person's

attendance at hearings and/or trials. The University reserves the exclusive right to determine the amount of reimbursement and amount it deems reasonable.

The Covered Person shall not, except at their own cost, voluntarily make any payment, assume any obligation, settle any Claim or incur any expense.

Failure of the Covered Person to cooperate with the University or give any notice required under the Plan or deliver summons and complaint to the Office of University Counsel not later than 15 days after service of process shall constitute a waiver of the coverage provisions provided by the Plan.

2. **Action Against the University Under the Plan**

No action shall be brought or maintained against the University under the Plan unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of the Plan, nor until the amount of the Plan's obligation to pay shall have been finally determined either by final judgment against the Covered Person or by written agreement of the University and the Claimant.

No person or organization shall have any right under the Plan to join the University as a party to any action against the Covered Person to determine the Covered Person's liability, nor shall the University be impleaded by the Covered Person or their legal representative. Nothing in the Plan shall be construed as a waiver of any governmental immunity or legal remedy or defense of the University, any Officer or Member of The Board, Employee or Student of the University.

3. **Other Insurance**

The coverage afforded by the Plan shall be excess of any other valid and collectible primary liability insurance purchased by the University or the Covered Person.

4. **Subrogation**

In the Event of any payment under the Plan, the University shall be subrogated to all the Covered Person's rights of recovery therefore against any person or organization and the Covered Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Covered Person shall do nothing to prejudice such rights.

5. **Changes in the Plan**

All amendments to the Plan subsequent to the date of first approval of the Plan by The Board of Trustees shall be prepared by the Vice President and subject to approval as to legal form by the University Counsel. The Vice President will submit the proposed amendments to the President of the University for review and recommendation to The Board of Trustees. Amendments adopted by the Board shall become effective on the date

fixed by The Board of Trustees, without notice to Covered Persons. The Plan and all amendments thereto shall be available for inspection at reasonable times in the Office of the Secretary of the Board, and information regarding the Plan shall be distributed through campus publications.

6. **Assignment**

The interest hereunder of any Covered Person is not assignable. If a Covered Person shall die or be adjudged incompetent to manage their estate or person, the Covered Person's executor, administrator or guardian shall be considered a Covered Person with respect to any Damage or Loss to which this Plan applies.

7. **Cancellation**

The Board may at any time terminate the Plan and cancel the coverage provided therein. Notice of such termination of the Plan and cancellation of coverage will be given to all Covered Persons by publication in a newspaper of general circulation in Cook County and a newspaper of general circulation in Champaign County, Illinois, at least 30 days prior to the effective date of such termination and cancellation.

8. **Plan Severability**

In the event that any part of the Plan is held to be unconstitutional or otherwise declared illegal or invalid, the other part of the Plan will remain in full force and effect, subject to Board action.

9. **Applicability of Coverage**

The Vice President with the advice of the University Counsel shall decide questions regarding coverage or interpretation of the Plan.

10. **Conformity to Statutes**

This Plan shall conform to any new and existing Federal and/or State legislation that have reporting requirements and to which the Plan is subject, including but not limited to the Illinois Medical Practice Act, the Healthcare Quality Improvement Act, and Medicare, Medicaid, and the SCHIP Extension Act (MMSEA).