

**EMPLOYEE LEASING AGREEMENT
FOR FACULTY SERVICES
BETWEEN SUBMIT COLLEGE NAME HERE
AND SUBMIT HOSPITAL NAME HERE**

This Agreement, made as of this ____ day of _____, 2004 by and between SUBMIT COLLEGE NAME HERE, Community College District No., Counties of, and State of Illinois, hereinafter referred to as "College" and SUBMIT HOSPITAL NAME HERE, an Illinois not-for-profit corporation, hereinafter referred to as "Hospital."

WHEREAS, College, as an institution of higher education, has established an academic program in Nursing ("Program") which requires that students in the Program participate in an Educational Activity for nursing students, hereinafter referred to as the "Educational Activity";

WHEREAS, College has experienced a shortage of qualified registered nurses to serve as faculty to the Educational Activity ("Faculty");

WHEREAS, the Hospital, as an Illinois not-for-profit corporation licensed pursuant to the Illinois Hospital Licensing Act to open, conduct, operate and maintain an acute care hospital located in Naperville, Ill., has qualified employees that may serve as Faculty for the Educational Activity while conducted at the Hospital's facilities;

WHEREAS, a shortage of registered professional nurses has been well documented both nationally and in the State of Illinois; the Program graduates tend to reside and remain in the area and would therefore be available to provide nursing care to patients in the community the Hospital serves;

WHEREAS, the Hospital and College desire to enter into a contractual relationship whereby Hospital shall temporarily lease certain of its qualified employees to College to serve as Faculty in order to enable College to efficiently operate College's Educational Activity (referred to as the "Leased Faculty"); and

WHEREAS, the parties hereto desire to provide a full statement of their agreement in connection with the services to be provided hereunder.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements set forth herein, the parties agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Hospital agrees to lease Leased Faculty to College, who will provide services in College's Educational Activity conducted at the Hospital's facilities ("Services"). The Services to be provided are more fully described on Exhibit A attached hereto. The Hospital's Administrative Director of Education & Research or designee shall serve as the liaison ("Hospital Liaison") to the College for matters relating to the requirements of Article II and the Services to be provided hereunder.

ARTICLE II

SERVICES

Services shall be any work required to be performed for which said Leased Faculty is qualified and authorized or permitted by College to perform. Services shall be provided at the request of College and shall be under the direction of the College's Director of School of Nursing. Leased Faculty shall abide by the policies, procedures, rules and regulations of College while performing Services for College. The Services to be provided are more fully described on Exhibit A attached hereto.

ARTICLE III

OBLIGATIONS OF THE PARTIES

3.1 Obligations of the Hospital.

(a) Hospital Qualifications of Leased Faculty. Hospital agrees to provide certain Leased Faculty to perform the Services set forth on Exhibit A. As an employee of Hospital, the Leased Faculty must meet certain requirements prior to hire and for the duration of Leased Faculty's employment. These requirements shall be complied with by Hospital, and include the following: (i) determine the health status of the Leased Faculty as required by law, including documentation of the required immunizations, a drug screen and annual PPD skin test, and; (ii) provide annual safety training to Leased Faculty; (iii) insure that the Leased Faculty placed with College is legally eligible to provide services in the United States in a manner which meets the requirements of the U.S. Department of Justice (including appropriate documentation such as Driver's License, social security card, passport or work permit); and (iv) perform a criminal history record check on each Leased Faculty in accordance with the Illinois Health Care Worker Background Check Act.

Hospital agrees to maintain appropriate documentation that the above requirements have been met, in accordance with any applicable laws and regulations, and to provide College, upon College's request from time to time, with such information and documentation as may be reasonably requested and necessary in order for the College to verify that the above requirements are being met.

(b) College Qualifications of Leased Faculty. The qualifications required by College for Lease Faculty are set forth in Exhibit A. Hospital will work cooperatively with College to assure that Leased Faculty provides the Services in a competent manner and to the reasonable satisfaction of College. In the event that College is dissatisfied with the Leased Faculty's Services, College must advise the Hospital of the specific issues and concerns with Leased Faculty.

Hospital agrees to maintain appropriate documentation that the College's qualifications have been met, in accordance with any applicable laws and regulations, and to provide College, upon College's request from time to time, with such information and documentation as may be reasonably requested and necessary in order for the College to verify that the above requirements are being met.

(c) Termination and Replacement of Leased Faculty. If a specific Leased Faculty placed in College's Educational Activity is (i) absent from work due to vacation, illness, work related injury or any other reason, or (ii) terminates employment with the Hospital, whether voluntarily or involuntarily, Hospital shall work with College to find a suitable replacement. At all times during this Agreement, Hospital has the right to terminate the employment of the Leased Faculty.

(d) Compliance with College Policies. Hospital agrees and understands that when Leased Faculty are performing Services on behalf of College, Leased Faculty will be required to comply with College policies and procedures. College shall ensure that Leased Faculty are provided and educated on all applicable College policies and procedures.

(e) Submission of Proper Documentation for Leased Faculty's Hours Worked. College agrees that all time worked by Leased Faculty performing Services on behalf of College shall be reported by Leased Faculty to the Hospital Liaison.

4.1 Obligations of College.

(a) Part-Time Leased Faculty. College agrees to lease the Leased Faculty on a part-time basis to provide the Services in College's Educational Activity. In addition, College agrees that Leased Faculty shall provide only those Services set forth on Exhibit A, and shall provide those Services only in connection with College's Educational Activity conducted at the Hospital's facilities and for no other purpose or entity.

(b) Compliance with Hospital Policies, and Laws and Regulations. College agrees and understands that, as an employee of Hospital, Leased Faculty will be required to comply with Hospital policies and procedures. In addition, Leased Faculty is expected to at all times follow the Hospital's Corporate Compliance Program, which requires ethical and legal behavior by all employees. College agrees that he will not take any actions that would cause Leased Faculty to violate Hospital policies and procedures, or laws and regulations which may govern the activities of Leased Faculty. Furthermore, College shall permit Leased Faculty to attend any mandatory employee meetings or other events, as reasonably requested by Hospital. This shall include completion of an annual performance evaluation for the Leased Faculty, to be provided to the Hospital's Human Resources Department in accordance with Hospital policy.

(c) Equipment and Supplies to Provide Services. It shall be the responsibility of College to provide all necessary equipment and supplies required by the Leased Faculty to provide the Services hereunder. Hospital shall have no responsibility to provide any equipment, supplies or materials required by the Leased Faculty to perform the Services under this Agreement.

(d) Scheduling and Cancellation. Should the College determine that the scheduled Services of Leased Faculty are not needed, College shall provide Hospital with written notice of such cancellation at least seven (7) days prior to the schedule date for the Services to commence. Should College fail to provide such notice at least seven (7) days in advance, College shall still be obligated to pay the cancellation fee set forth on Exhibit B.

ARTICLE IV

EMPLOYMENT NOT INTENDED

It is mutually understood and agreed that the parties hereto are at all times acting and performing hereunder as independent contractors, and that no employer/employee, agency, joint venture, or partnership relationship is created between the parties by the terms of this Agreement. Leased Faculty shall have no claim under this Agreement or otherwise against the College for vacation pay, sick leave, retirement benefits, Social Security benefits, Worker's Compensation, disability or unemployment insurance, or any other employee benefits of any kind. Neither Hospital nor Leased Faculty shall represent to third parties that Leased Faculty are employees of the College in the provision of Services under this Agreement, provided, however, that Hospital and Leased Faculty may represent to third parties that Leased Faculty are independent contractors of the College in the provision of Services under this Agreement. Hospital shall assume all liabilities and responsibilities concerning payment of all income taxes, FICA taxes and other taxes relating to payments made by the College for Services provided pursuant to this Agreement.

ARTICLE V **TERM**

This Agreement shall be effective from the date hereof and shall remain in full force and effect for a one-year term. Thereafter, this Agreement may be extended for one (1) additional one-year term upon the mutual written agreement of the parties, unless terminated as hereinafter set forth.

ARTICLE VI **TERMINATION**

This Agreement may be terminated with or without cause by either party serving written notice to the other party at least thirty (30) days prior to the date of termination.

ARTICLE VII

FEES

In consideration for the performance of the Services, College agrees to pay the fees more fully described on fee schedule attached hereto as Exhibit B. The fees shall be subject to review at the request of either party upon fifteen (15) days notice to the other party prior to the end of each contract term.

All monies due and payable pursuant to this Agreement shall be paid within fifteen (15) days following the receipt of the invoice for Services performed. Failure to remit payment in a timely manner may result in the assessment of a 1.5% per month interest penalty for late payments, or termination of the Agreement.

ARTICLE VIII
REJECTION OF LEASED FACULTY

College reserves and retains the right to accept or reject, at any time and for any reason whatsoever, any individual Leased Faculty assigned to College by Hospital pursuant to this Agreement. College agrees to use good faith efforts to give Hospital at least thirty (30) days advance notice of College's intent to no longer use the services of a certain Leased Faculty assigned to College, except that College shall not be required to give Hospital such advance notice when the parties mutually agree that it is necessary to immediately terminate the services of a certain Leased Faculty because patient or public safety or welfare may be adversely affected by the actions of such Leased Faculty.

ARTICLE IX
GENERAL COVENANTS AND CONDITIONS

9.1 Severability. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of appropriate jurisdiction or local, state or federal law, then such unenforceable or invalid provision shall be deemed to be deleted from this Agreement and all remaining provisions of this Agreement shall be deemed to be in full force and effect.

9.2 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

9.3 Notice. All notices required to be given under this Agreement shall be given via certified mail, return receipt requested at the addresses set forth below or any address which the parties may hereinafter designate in writing:

College: _____

Attention: _____

Hospital: SUBMIT HOSPITAL NAME HERE
Address
Attention: President, with a copy to the Legal Department at the
above address

9.4 Access to Books and Records. Each party agrees, to the extent necessary for either party to respond to any audit, investigation or any other request from a regulatory body, or as otherwise may be required by law, to make available to such regulatory body or to the requesting party, all contracts, books, documents and records relating to the nature and extent of the costs hereunder as may from time to time be maintained by either party for a period of four (4) years after the termination of this Agreement.

If a party is requested to disclose any books, documents, or records relevant to this Agreement for the purpose of an audit or investigation, such party shall notify the other party the nature and scope of such request and shall make available to the other party, upon written request of the other party, all such books, documents or records.

9.5 Insurance/Indemnification. Each party agrees to maintain and provide proof to the other party of professional and general liability insurance coverage of at least One Million Dollars (\$1,000,000.00) per occurrence or claims made and Three Million Dollars (\$3,000,000) aggregate for injury or damage to persons or property resulting from the acts or omissions of their respective students or employees. In the event that such insurance is not on an "occurrence basis" and is canceled or terminated, each party shall at all times, including without limitation, after the expiration and termination of this Agreement for any reason, maintain continuing insurance coverage for any liability directly or indirectly resulting from the acts or omissions of the students or employees during the term of this Agreement. Such continuing coverage may be procured through subsequent policies which provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect during the term of this Agreement, the purchase of an extended reporting endorsement or "tail coverage" for the policy that was canceled or terminated, or such other method which assures continuing coverage. Such continuing coverage shall provide coverage for claims filed for an unlimited period following the cancellation of any claims made policy. Each party shall, upon the effective date and each renewal date of this Agreement, and in the event of the cancellation of any claims made policy during the term of this Agreement, provide the other party with a Certificate of Insurance evidencing the foregoing insurance and providing that said insurance may not be canceled or modified except upon thirty (30) days prior written notice to the other party.

The College agrees to assume the risk of liability for and to indemnify and hold the Hospital and its respective officers, agents and employees harmless from and against all claims, causes of action, damages, suits, judgments, liabilities, losses, and expenses, including damages for the death of any person or persons and damages to any property, resulting from the performance of this Agreement and arising out of or in connection with the intentional or negligent acts or omissions of the College's respective employees or agents which includes Leased Faculty when such Leased Faculty are performing as College's Leased Faculty pursuant to this Agreement.

The Hospital agrees to assume the risk of liability for and to indemnify and hold the College and its respective officers, agents and employees harmless from and against all claims, causes of action, damages, suits, judgments, liabilities, losses, and expenses, including damages for the death of any person or persons and damages to any property, resulting from the performance of this Agreement and arising out of or in connection with the intentional or negligent acts or omissions of the Hospital's respective employees or agents, provided, however the foregoing shall not apply to Hospital's employees when such employees are performing as College's Leased Faculty pursuant to this Agreement.

Furthermore, the Hospital shall maintain workers' compensation insurance covering the Leased Faculty at such levels as will satisfy its obligations under the workers' compensation laws of the State of Illinois, provided, however, that College agrees to indemnify and hold the Hospital harmless for any injuries to Leased Faculty falling within the scope of such coverage when such injuries occur while Leased Faculty are performing as College's Leased Faculty pursuant to this Agreement.

9.6 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provisions hereof.

9.7 Writing Constitutes Full Agreement. This Agreement embodies the complete and full understanding of the College and Hospital with respect to the Services to be provided by the Leased Faculty under this Agreement. There are no promises, terms, conditions, or obligations relating to the Services to be provided hereunder other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. Any amendments, additions or supplements to this Agreement shall be effective and binding on the College and Hospital only if in writing and signed by both parties.

9.8 Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

9.9 Nondiscrimination. Neither party shall discriminate in the provision of services on the basis of race, color, sex, creed, age, national origin, or status as a Vietnam era Veteran, disabled Veteran or as a qualified handicapped person.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first written above.

SUBMIT HOSPITAL NAME HERE
An Illinois not-for-profit corporation

SUBMIT COLLEGE NAME HERE

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A

Job Description & Qualifications

- ❖ Basic Requirements-
 - MSN or higher with a major in nursing (area specific)
 - At least 2 years experience in clinical nursing practice (open to interpretation)

- ❖ Clinical Faculty Requirements-
 - Desire to teach
 - Excellent communication skills
 - Solid knowledge of basic nursing skills
 - Strong organizational skills
 - Strong critical thinking skills
 - Understanding of the adult learner
 - Knowledge of nursing course content
 - Willingness to share nursing expertise with students
 - Willingness to guide, supervise, teach students
 - Precepting experience preferred
 - Make patient/client assignments based on level of nursing student
 - Ability to oversee multiple activities, experiences for a group of 9 students
 - Knowledge of institution (hospital)
 - Willingness to work with classroom (didactic) instructor(s)
 - Be available prior to/after clinical to meet with students
 - Complete required evaluation forms
 - Grade written assignments

- ❖ Didactic Faculty- Additional Requirements
 - Teaching experience preferred but not required (could be in-service education, etc.)
 - Desire to teach
 - Willingness to devote time to classroom preparation (preparing lectures, planning classroom strategies, preparing and administering exams, keep grades including submission of required college forms) in a large group
 - Meet with other course instructors on an ongoing basis (didactic and clinical)
 - Be available prior to/after class to meet with students

Proposed Orientation/Job Requirements/Job Description

Orientation

- ❖ Orientation would be conducted by Program Coordinator/Director or another member of the nursing faculty

- ❖ Orientation to SUBMIT COLLEGE NAME HERE
 - College mission, goals, philosophy
 - Overview of entire nursing curriculum
 - Required paperwork (class lists, grade and attendance sheets, permits, enrollment verification sheets, etc)

- ❖ Orientation to Course
 - Program mission, goals, philosophy
 - Overview of sequence of nursing courses
 - Overview of course
 - Course syllabus
 - Course requirements
 - Written assignments- daily patient/client sheets, nursing care plan, developmental paper
 - Evaluations- student, faculty, course evaluations
 - Orientation of students to institution (including making arrangements), contacting unit managers/managers of observational areas, orientation to unit(s) if necessary
 - Student patient/client assignments
 - Pre-and post-conference purposes
 - Program forms (clinical contracts, skill remediation, etc)
 - Meeting with other faculty members, faculty meetings-prior to beginning of course, designated times during the course and at the end of the course
 - Instructor would be provided with course syllabus, textbook(s), any other support materials for the course

EXHIBIT B

College shall be required to pay to Hospital the actual cost of Leased Faculty's salary, plus the estimated cost of all benefits, as accounted for in the Per Course Fees below. College shall be billed 50% of each Per Course Fee just prior to the commencement of a course; the remaining 50% of a Per Course Fee shall be billed to College upon completion of a course. College shall be required to remit payment to the Hospital within fifteen (15) days of receipt of the invoice.

(Insert Per Course Fee Schedule here)