



School of Nursing
and
Allied Health

Clarion University of Pennsylvania
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April 17, 2006

Mr. John H. Grant
Superintendent
Warren County School District
185 Hospital Drive
North Warren, PA 16365

Dear Mr. Grant:

A number of years ago, Clarion University and Warren County School District established an agreement for Bachelor of Science in Nursing students who are seeking Pennsylvania School Nurse certification to engage in preceptorships with school nurses in your system. It is time to negotiate a new agreement that will, like the previous one, be automatically renewed yearly unless either party notifies the other in writing sixty (60) days before cancellation. The renewal will continue automatically from year to year for a period of five years at which time a new contract will be negotiated.

Entering into this agreement at this time does not necessarily mean that there is a student who wishes to engage in a preceptorship in your school district. Our experience has been that the best practice is to keep the agreements in force. Waiting until a student requests your school district as the site of his or her preceptorship often does not allow sufficient time to negotiate the agreement. If a student desires to engage in a preceptorship in your school district, we will first contact you and your school nurse to determine if this is acceptable at the particular time.

If this contract is acceptable, as is, please sign both copies, keeping one for your files and returning the other in the enclosed addressed stamped envelope.

I would like to take this opportunity to thank you, and to extend our appreciation for your assistance in providing meaningful experiences in school nursing.

Sincerely,

A handwritten signature in cursive script that reads "Sally J. Bowser".

Sally J. Bowser, R.N., M.S.N.
Acting Director, School of Nursing and Allied Health

**CLARION UNIVERSITY
BACHELOR OF SCIENCE IN NURSING**

AGREEMENT

THIS AGREEMENT made by and between Clarion University (an institution within the State System of Higher Education, created by Act 1982-188) hereinafter referred to as "UNIVERSITY," and Warren County Area School District hereinafter called "SCHOOL"

WITNESSETH, In consideration of the agreements hereinafter contained and other good and valuable considerations, not including any monetary payment by either party to the other, it is mutually agreed as follows:

I. UNIVERSITY

- A. The UNIVERSITY designee shall meet with the SCHOOL administration and/or service personnel as necessary to plan, coordinate, and evaluate the use of the SCHOOL facilities by the UNIVERSITY.
- B. The UNIVERSITY shall provide qualified faculty who will be responsible for the supervision and evaluation of learning experiences provided at the SCHOOL. The UNIVERSITY faculty shall work cooperatively with the SCHOOL personnel in assigning students for the clinical experiences.
- C. The UNIVERSITY shall submit to the SCHOOL a copy of the student learning objectives prior to the clinical experience.

II. SCHOOL

- A. The school shall orient students to the philosophy, purpose, service and operation of the SCHOOL prior to the clinical experience.

- B. The SCHOOL shall assist students in meeting the learning objectives by providing access to appropriate SCHOOL information. This clinical experience shall be coordinated in a manner which allows for the orderly and efficient operation of the SCHOOL.
- C. The SCHOOL shall permit a preceptor/mentor from the SCHOOL to work with the R.N.-student while he/she is assigned to the SCHOOL. (This representative will serve as a resource person for the R.N.-student and will not be required to do clinical supervision or instruction).

III. STUDENT ASSIGNMENTS

- A. The UNIVERSITY shall provide the SCHOOL with the clinical schedule within a reasonable time prior to the beginning of each clinical experience (minimum of two (2) weeks).
- B. All students assigned to the SCHOOL will be in satisfactory academic standing.
- C. The number of students assigned to the SCHOOL shall be mutually agreed upon by the UNIVERSITY and the SCHOOL.

IV. INSURANCE AND LIABLITIES

- A. UNIVERSITY students shall be required to carry professional liability insurance. The professional liability insurance policy shall be an "Occurrence" policy with minimum limits of one million dollars per individual claim and three million dollars annual aggregate. Students will submit a copy of their insurance certificate to the SCHOOL prior to the clinical experience.

- B. The UNIVERSITY certifies that UNIVERSITY employees have liability coverage for eligible claims or suits against them for alleged negligence or other unintentional misconduct occurring within the scope of their employment. This coverage is provided by the Commonwealth of Pennsylvania, and is called the Commonwealth's Tort Claim Sovereign Immunity Self-Insurance program. The limits of the coverage are \$250,000 each person/\$1,000,000 each occurrence as provided by Act 152 of 1978, as amended.
- C. Neither the SCHOOL nor the UNIVERSITY assumes any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage or injuries or death to persons, or damage to property, the UNIVERSITY and the SCHOOL do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.

V. UNIVERSITY AND SCHOOL AGREEMENTS

- A. The UNIVERSITY and the SCHOOL mutually agree that the ultimate responsibility for total patient care lies with the SCHOOL;
- B. The UNIVERSITY and the SCHOOL mutually agree that the R.N.-student is accountable for his/her own nursing actions while in the SCHOOL.
- C. The SCHOOL does not by this agreement assume responsibility for any accident to a student which may occur as a result of the R.N.-student's health care experience.

- D. The nursing experience will be either an observational or practice experience as determined appropriate by the SCHOOL and the UNIVERSITY.

VI. NON-ACADEMIC REQUIREMENTS

- A. The UNIVERSITY will insure that all students are registered nurses with current licenses in Pennsylvania and that all students are certified in C.P.R.
- B. The UNIVERSITY will insure that all students have completed an ACT 34 form (Criminal Background Check) and ACT 151 form (Pennsylvania Child Abuse History Clearance) with the results on file at the School of Nursing and Allied Health.
- C. The students shall purchase and wear the lab coat/uniform of the UNIVERSITY with a pin noting that the individual is a student and identifying the nursing program in which he/she is enrolled.
- D. During clinical experience, students and faculty of the UNIVERSITY shall accept the policies, procedures, rules and regulations of the SCHOOL, as guides to practice.
- E. The UNIVERSITY will inform students of the requirement to submit to the SCHOOL, upon request, a report of a complete physical examination by a physician of the student's choice including a record of immunization, specifically, evidence of Rubella vaccination or immune titer and negative mantoux.

- F. The UNIVERSITY will assume responsibility for UNIVERSITY faculty and students complying with all the rules and regulation of the SCHOOL insofar as they pertain to the activities of both while in the SCHOOL.

VII. GENERAL

- A. Records pertaining to the provision of Nursing services at the SCHOOL shall be the property of the SCHOOL and shall at times be available for the use of the UNIVERSITY'S faculty and students (deemed appropriate by the school). Such records may not be removed from the SCHOOL without the SCHOOL'S specific consent. The UNIVERSITY, its faculty and students shall not disclose any materials, information, and/or knowledge received or gained through their participation in clinical experiences at the SCHOOL. The UNIVERSITY, its faculty and students will not publish or disseminate any information concerning activities, patients or procedures at the SCHOOL, unless the SCHOOL shall have given written consent for the release of information, or unless such disclosure is required by law. The above shall be deemed to include patients' records and all other information kept in the normal operation of the SCHOOL.
- B. The parties shall comply with all applicable statutes, rules, regulations and standards of any and all governmental authorities and regulatory and accreditation bodies relating to schools and agencies to the provision of student nursing services, and to use the use of hazardous materials.

- C. Under no circumstance is any student or faculty member to represent himself or herself as an agent or employee of the SCHOOL.
- D. Each party reserve the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such words, symbols, trademarks, service marks or other devices in advertising, promotional materials or otherwise and that it will not advertise or display such devices without the prior consent of the other party, and will cease any and all such usage immediately upon termination of the Agreement. In addition, each party agrees that any such signs, displays, literature or material furnished by the other party remain the property of the party originally owning it and shall be returned to it upon demand or the termination of this Agreement.
- E. The UNIVERSITY and the SCHOOL are equal opportunity institutions and will not discriminate on the basis of race, color, national origin, sex or handicap in their activities, programs, job assignments, or employment practices as required by Title VI, Title IX, and Section 504.
- F. The SCHOOL and the UNIVERSITY are independent of each other and this Agreement should not be construed to have created a joint venture.


This Agreement between UNIVERSITY and SCHOOL will be automatically renewed yearly, unless either party notifies the other in writing sixty (60) days before cancellation. This renewal will continue automatically from year to year for a period of five years at which time a new contract will be negotiated. Any

student currently in clinical practice will not be affected by such termination. No changes or modification in any and/or all of its provisions shall be binding unless made in writing and signed by the parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have duly executed this Agreement.

FOR THE UNIVERSITY

FOR THE SCHOOL

BY  _____

BY _____

Christopher M. Reber, Ph.D.
Executive Dean, Clarion University – Venango
Campus and School of Nursing and Allied Health

(Please print name and title)

Date 4-17-06

Date _____