

UNDERGRADUATE
CONTRACT OF ASSOCIATION

July 2005-June 2006

THIS AGREEMENT, by and between the Villa Maria School of Nursing of Gannon University of Erie, Pennsylvania, hereinafter referred to as the "School" and Warren County School District, hereinafter referred to as the "agency" witnesseth that

WHEREAS, the Agency and the School agree that the primary purpose of their association is to mutually provide School nursing students with quality clinical learning experiences; and

WHEREAS, the School has ultimate responsibility of student learning experiences; and

WHEREAS, the Agency has ultimate responsibility for quality client care; and

WHEREAS, the School has agreed to utilize the facilities of the Agency as set forth herein; and

WHEREAS, the Agency has, by a resolution properly enacted, determined its intention to receive School students for clinical learning experiences in its organization:

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, it is understood and agreed between the parties as follows:

1. The SCHOOL agrees to:
 - a. Assign to the Agency students for the purpose of obtaining appropriate clinical learning experiences.
 - b. Permit students to elect to do independent clinical learning projects and research studies in the Agency after obtaining written approval of the students' plans by the Manager of the Education Department.
 - c. Limit the number of students assigned to the Agency in any one day to the number mutually agreed upon annually with representatives from the School and the Agency.
 - d. Notify the Agency not later than July 31 of each year of the exact dates and the names of students to be accommodated during the course.
 - e. Assign only such students who have completed the necessary academic pre-requisites as determined by the School.
 - f. Assign School faculty member(s) to the course who will assume the responsibility for selecting and planning appropriate learning experiences, for guiding students during the designated experiences, and for evaluating the student's learning throughout the course.
 - g. Maintain within the Agency a student-faculty ratio necessary for implementation of the objectives of the course and for maximum educational benefit.
 - h. Select appropriate laboratory learning experiences through joint conferences and agreement by the School faculty member, the appropriate staff member, and the Manager of the Education Department.
 - i. Provide for the meeting of an Ad Hoc Committee composed of representatives from the Agency and the School should any problems arise which cannot be resolved by the ordinary means at the disposal of the cooperating institutions. The Ad Hoc Committee shall review and discuss the prevailing problem and, if possible, offer a mutually satisfactory solution.
 - j. Plan and implement orientation conferences on the program of studies of the School for Agency personnel whenever deemed necessary.
 - k. Furnish to the Agency validation that all students and professionals participating in activities pursuant to this Contract be covered by a policy of insurance for malpractice liability with limits not less than one million dollars per person and three million dollars aggregate for each occurrence. The validation shall include names, insurance carrier, and policy numbers for each individual and shall be submitted two weeks prior to the beginning of the course.
 - l. Ultimate responsibility for the students and faculty rests with the educational program.
 - m. Submit photocopies of the professional licenses of faculty to the Manager of the Education Department, to be kept on file.
 - n. Have the students and faculty conform to health requirements of state and local government, JCAHO, OSHA, and the Agency. Prior to the clinical learning experience, the educational program will provide to the Agency the completed "Student Health History Form" (copy attached).

- o. Insure that students and faculty conform to the policies and procedures of the Agency and must follow the rules and regulations of the department in the clinical areas that are utilized.
 - o. Honor the confidentiality of information of patients, staff, and Agency records.
 - p. Prior to the initiation of each instructional group, the school will share written course objectives that outline the intent of the sessions, and submit to the agency.
 - q. Prior to the initiation of each instructional group, the school will provide the agency with a list of patient related skills and duties that the students are trained/educated and permitted to perform during the session.
 - r. Prior to the initiation of each instructional group, the school will provide the agency with a list of students and the associated schedule.
2. The AGENCY agrees to:
- a. Provide conference space for the School faculty member(s).
 - b. Permit Agency personnel to participate in nursing courses by:
 - (1) assisting in the selection of field assignments through joint conference between the selected staff member, the Manager of the Education Department, and the School's faculty member;
 - (2) notifying selected staff personnel of their role in student learning prior to the beginning of the course;
 - (3) planning for joint conferences related to service with the School faculty member(s), the Manager of the Education Department;
 - (4) providing cooperating Agency staff adequate time to confer with the student and the School faculty member concerning activities performed related to the staff member's caseload; and
 - (5) providing time for students to consult with staff nurses concerning district and field assignments.
 - c. Provide adequate laboratory experiences at the agency as available.
 - d. Maintain an educational environment and a staff of acceptable qualifications as recommended by the National League for Nursing Accrediting Service.
 - e. Upon request place student for independent clinical study dependent upon the availability of the learning resources identified.
 - f. Apprise the School of revisions in or the development of pertinent policies, techniques or procedures by written communication.
 - g. Permit School faculty member(s) to observe Agency operations and to interact with Agency personnel prior to the opening of each semester as needed for purposes of orientation to and familiarity with the Agency.
 - h. Maintain appropriate approval/accreditation status.
 - i. Retain the right to remove any student or faculty member from the clinical area when agency policies or procedures are violated.
 - j. Provides clinical learning experiences for students on a nondiscriminatory basis.
3. It is MUTUALLY agreed by the parties hereto that the following student responsibilities shall be applicable to all students assigned pursuant to this contract.
- a. While with the Agency, the students' program shall be structured within the working policies of the Agency.
 - b. The student shall assume full responsibility for her/his traveling and meal expenses while with the Agency.
 - c. The Agency shall not be responsible for any accident to a student which may occur as a result of the student's field activities. However, this shall not be construed to deprive the student of the benefits of any insurance protection available to or carried for the benefit of each student.
 - d. Present a specific plan for Independent Clinical Study to the Manager of the Education Department by December first.
 - e. The Agency will provide the opportunity for faculty of educational programs to attend orientation sessions in which mandatory educational topics are covered. Faculty are then responsible for the dissemination of this information to students.
 - f. Emergency care will be provided at the agency to students and faculty at the individual's expense.
4. The School will indemnify the Agency, its staff, employees and agents from all liability, lawsuits, demands, claims, losses, damages and costs (including, but not limited to, attorney's fees) of whatsoever kind that the Agency may incur, suffer or be put to pay, all without limitation as to time, arising out of any act or omission of any Gannon University, Villa Maria School of Nursing student, or of Gannon University's employees, staff, subcontractors, servants, agents or representatives.

5. The Agency will indemnify Gannon University, its staff, employees and agents from all liability, lawsuits, demands, claims, losses, damages and costs (including, but not limited to, attorney's fees) of whatsoever kind that Gannon University may incur, suffer or be put to pay, all without limitation as to time, arising out of any act or omission of any of the Agency's employees, staff, subcontractors, servants, agents or representatives.
6. It is FURTHER MUTUALLY agreed that:
- a. This contract shall have initial term of one year and shall continue thereafter unless terminated by either party upon six (6) months prior written notice. During the term of this Contract, the parties may make adjustments thereto by addendum. In the event that the Contract is terminated by either party, said termination shall in no way jeopardize the educational program of students already participating in the educational programs. In the event that either party violates its agreements under this Contract, and does not correct said violation after ten (10) days written notice so to do, the other party may terminate this Agreement upon notice. Any such termination for cause, however, shall not jeopardize the educational programs of students already participating therein.

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates set forth below.

WARREN COUNTY SCHOOL DISTRICT

VILLA MARIA SCHOOL OF NURSING
GANNON UNIVERSITY

Provost/Vice President for Academic Affairs

Cynthia M. Peters PhD RN CARN
Director, Villa Maria School of Nursing

8/31/05

Date

Date

EXHIBIT A

MODIFICATIONS TO BE MADE TO UNDERGRADUATE CONTRACT OF ASSOCIATION (Gannon University and Warren County School District)

A. Replace Paragraph 4 as follows:

The School will indemnify the Agency, its staff, employees, agents and directors from all liability, lawsuits, demands, claims, losses, damages, and costs (including, but not limited to, attorneys fees) of whatsoever kind that the Agency, its staff, employees, agents, and directors may incur, suffer or be put to pay, all without limitation as to time, arising out of any act or omission of the School or any of the School's employees, staff, students, subcontractors, servants, agents, or representatives.

B. Paragraph 7 should be added as follows:

The parties agree that the Agency shall have the authority to make ultimate decisions concerning patient care. Toward that end, the Agency reserves the right to evaluate student and instructor performance and to prevent a student or instructor from participating in clinical care if the Agency determines that the quality of care rendered is not at a level which the Agency deems acceptable.

C. Paragraph 8 should be added as follows:

No cash consideration shall be exchanged between the parties hereto.

GANNON UNIVERSITY
COLLEGE OF SCIENCES, ENGINEERING AND HEALTH
SCIENCES
VILLA MARIA SCHOOL OF NURSING

CONTINUATION OF CONTRACT

- I Warren County School District will continue the agreement for facilities for clinical learning experiences for students in the Villa Maria School of Nursing during the 2006- 2007 academic year.
- II Gannon University, Villa Maria School of Nursing, wishes to make the following amendment(s) to the original agreement.

AMENDMENTS:

None

Jacqueline Nuttall
BOARD PRESIDENT
Ruth A. Huck
BOARD SECRETARY
8/14/06
Date

Kath Taylor
Vice President for Academic Affairs
C. Masten
Director, School of Nursing
6/14/06
Date