

THE COLLEGE OF ST. SCHOLASTICA
School of Nursing

AND

Duluth Public School System - ISD #709
215 N 1st Ave E
Duluth, MN 55802

CLINICAL LEARNING EXPERIENCE AGREEMENT

The College of St. Scholastica, Duluth, Minnesota, hereinafter called the **College** and Duluth Public School System - ISD #709, Duluth, MN, hereinafter called the **Facility**, agree upon the following conditions of clinical learning experiences for students in the School of Nursing of the College.

The College Agrees:

1. To send students to the **Facility** to receive clinical learning experiences in areas as mutually agreed upon. Faculty members of the **College** will select and evaluate the learning experiences.
2. To provide qualified, well-oriented faculty members for the teaching/guidance of the students. All faculty members, lay and religious, are governed by the Faculty Personnel Policies of the **College**. The **College** guarantees that the nursing licenses of faculty are current.
3. To the faculty member's responsibility for the clinical assignments of students and the adaptation of such assignments to the students' educational needs. Both the instructional personnel of the **College** and the personnel of the **Facility** agree that close working relationships be maintained for the clinical aspects of the educational program to ensure an environmental situation that will contribute to safe patient care and sound learning for the student. The faculty member shall assume responsibility for patient care insofar as it involves the care given by the student to the patient. When feasible, specific planning of the student's patient assignment is done on the day preceding the clinical learning experience.
4. To provide the appropriate **Facility** contact person with a report of the number and placement of students and faculty members prior to the beginning of the academic year and each succeeding quarter. Faculty members will provide the **Facility** with the weekly clinical assignments of students. Reports of **College** School of Nursing decisions which have implications for the **Facility** will be forwarded to the appropriate **Facility** contact person in a timely fashion.
5. To provide workers' compensation coverage as required by the Workers' Compensation Law of the State of Minnesota for **College** faculty while at the **Facility** in her/his capacity as faculty.

6. To provide necessary teaching supplies and teaching equipment not otherwise available in the **Facility**.
7. To provide proof of professional liability insurance coverage for students in the clinical learning experience. Students will not be covered if directed by the **Faculty** or **Facility** staff to perform duties which are not a part of the clinical learning experience, e.g., performing volunteer or paid service for the **Facility**.
8. To ensure the completion of the Background Study in Minnesota and state of residency by each student before participating in the clinical experience program.

The Facility Agrees:

1. To provide within its institution the clinical experiences necessary for student learning as mutually agreed upon. The **Facility** will retain responsibility for patients at all times.
2. To ensure staff cooperation with the faculty of the **College** in order to create and maintain a climate favorable to learning. Staff will further provide incidental guidance as agreed upon between the faculty members and the **Facility** staff.
3. To its control, through mutual agreement, of the maximum number of students that may be assigned to a clinical area at a given time, and also, the specific clinical areas to be used.
4. To provide classrooms, conference rooms and other teaching facilities as available for each clinical area in the **Facility**. Such resources may be used by others when **College** students are not at the **Facility**. Libraries maintained at the **Facility** are available to faculty members and nursing students according to the rules of the School concerned.
5. The **Facility** retains full administrative and professional supervision of patient care so that a consistent and optimal standard of care is assured.

Joint Agreements

1. This Agreement will be reviewed and evaluated at the close of each academic year by both parties and revisions or alterations made as are deemed advisable. Agreed upon revisions and alterations must be made in writing approved with signatures of those positions required on the primary Agreement.
2. This Agreement shall continue in effect unless written notice of desire to change or terminate the Agreement is given by either party to the other by June 1 of the year preceding the one in which termination is to become effective with provisions for safeguarding the program of students currently enrolled in the nursing program.
3. The selection, placement or advisement of students and/or faculty will not be determined on the basis of race, color, creed, religion, sex, sexual orientation, status with regard to public assistance or national origin. The **College** and the **Facility** will comply with all provisions and standards of the 1964 Civil Rights Act, the 1992 Americans with


Disabilities Act and other applicable state and federal laws and regulations that apply to this Agreement.

4. The **College** and the **Facility** each have equal rights to withdraw any student from assignment to the **Facility** following appropriate consultation with the **College** and that documentation for withdrawal exists.
5. When a student is covered by this Agreement she/he is not functioning as an employee, agent or independent contractor of either the **College** or the **Facility**, therefore there is no responsibility for social security, unemployment or workers compensation by either institution.

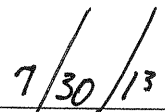
The College and the Facility further agree upon the following additional conditions for graduate students:

1. The **Facility** will make learning experience available to graduate students depending upon the clinical courses in which they (the students) are enrolled and the availability of appropriate patients and/or situations within the **Facility**.
2. All graduate students are currently registered to practice in the State of Minnesota or the state in which they do their practicum. Therefore, continuous direct supervision by faculty is not generally required.
3. Graduate students carry their own liability insurance.
4. The College of St. Scholastica faculty member who teaches the clinical course will forward to the appropriate **Facility** contact person the objectives of the course, the nature of the clinical experiences needed, and the names of students who selected their clinical practicum in that setting.


Upon signature of all parties listed below, this Agreement becomes effective.




Administrator, Facility



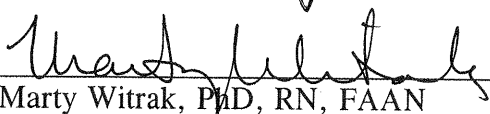
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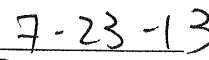
Patrick Flattery
Vice President for Finance



Date



Marty Witrak, PhD, RN, FAAN
Dean, School of Nursing



Date

Agree-rev. 8/87; 3/93; 8/96; 7/2000; 8/2011, 7/2013