

**CLINICAL EXPERIENCE AGREEMENT**

BETWEEN

**FRESNO PACIFIC UNIVERSITY**

AND

**LEMOORE UNION HIGH SCHOOL DISTRICT**

THIS AGREEMENT is made effective on March 11, 2020 by and between the FRESNO PACIFIC UNIVERSITY, a California non-profit religious corporation, ("University"), and LEMOORE UNION HIGH SCHOOL DISTRICT ("Agency").

WITNESSETH:

WHEREAS, University has established a Nursing Program and such program requires clinical nursing experience and the use of clinical facilities (collectively "Clinical Experience"); and  
WHEREAS, it is to the mutual benefit of the parties hereto that students of the University's Nursing Program obtain their Clinical Experience from Agency.

NOW, THEREFORE, University and Agency agree as follows:

I. AGENCY SHALL:

- A. Permit each student who is designated by the University pursuant to Paragraph II.A below to receive their Clinical Experience at Agency and shall furnish and permit such students and University's Nursing Program instructors free access to appropriate Agency facilities for such Clinical Experience;
- B. Furnish appropriate facilities, in such a manner that there will be no conflicts in the use thereof between the University's students and students from other educational organizations, if any.
- C. Maintain Agency's facilities used for the Clinical Experience in such a manner that said facilities shall conform to all requirements of applicable State Board(s), and all applicable laws and regulations.

Assure that Agency's staff is adequate in number and quality to insure safe and continuous management of the Clinical Experience program in cooperation with the University Program Director.

- D. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the Clinical Experience at Agency.

**AGREEMENT BETWEEN FRESNO PACIFIC UNIVERSITY AND BURTON SCHOOL DISTRICT**

Provide medical examinations or other protective measures that may be required by Agency in addition to any health examinations otherwise required by the University.

- E. Permit Agency's designated personnel to attend University Nursing Program meetings in order to coordinate the Clinical Experience program provided for under this agreement.
- F. Agency may, if it desires, require the University's instructors and students to conform to Agency's policies for keeping accurate time records for participation in the Agency Clinical Experience.
- G. Have the right, after consultation with the University Program Director, to refuse to accept for further Clinical Experience any of the University's students who in Agency's reasonable judgment, are not participating satisfactorily.
- H. Notify the University's Program Director/Clinical Instructors, as early as possible, of any conflicts preventing the student from completing his or her learning experience.

**II. UNIVERSITY SHALL:**

- A. Designate the students who are enrolled in the Nursing Program of the University to be assigned for Clinical Experience at Agency, in such numbers as are mutually agreed to by both parties.
- B. Establish a rotational plan for the Clinical Experience by mutual agreement between Agency's program director and the University's Program Director or their respective duly authorized representative(s).
- C. Supervise all instruction and Clinical Experience given at Agency to the assigned University students and provide the necessary instructors for the Clinical Experience program to be provided under this agreement.
- D. Maintain all attendance and academic records of students participating in the Nursing Program and the Agency Clinical Experience.
- E. Certify to Agency at the time each student first reports to Agency for participation in the Clinical Experience Program that the student has complied with University health insurance requirements.
- F. Advise students to be professional in conduct and activities while at Agency. Require every student to conform to all applicable Agency policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Agency.
- G. Require University's instructors to notify Agency's designated representative in advance of:

AGREEMENT BETWEEN FRESNO PACIFIC UNIVERSITY AND BURTON SCHOOL DISTRICT

1. Student schedules.
  2. Placement of students in clinical assignments.
  3. Changes in clinical assignments.
- H. In consultation and coordination with Agency's representatives, plan for the Clinical Experience to be provided to students under this agreement.
- I. In consultation and coordination with Agency's representatives arrange for periodic conferences between appropriate representatives of the University and Agency to evaluate the Clinical Experience program.
- J. Provide the educational supplies, materials, and equipment used for instruction during the Clinical Experience program.
- K. Distribute to each student, a statement which explains the hazards of drug and other substance abuse in the nursing profession.
- L. Provide Worker's Compensation insurance coverage to students for injury or disease arising out of Agency's facility while participating in the Clinical Program.
- M. Inform each student regarding the eligibility for Worker's Compensation insurance and shall notify each assigned student that Agency requires, as a condition for use of its facilities, that any participant in the Clinical Program presents to Agency proof of Worker's Compensation insurance coverage.

Students are required to carry their own professional liability insurance coverage. Proof of such coverage will be provided by student upon request of Agency.

- III. Each party shall indemnify and hold harmless the other from all claims, liabilities, damages, costs, and expenses (including attorney's fees and costs of litigation or other dispute resolution) caused by the negligent or willful acts or omissions of the party or its officers, agents, or employees, arising out of or in connection with the Clinical Program. Each party shall provide a certificate of such insurance to the other, which certificate shall state that such coverage shall not be terminated or reduced without 10 days advance written notice to the other party.
- IV. This agreement, upon execution by both parties, shall commence effective on the date set forth at the beginning of this agreement and shall continue for a term of one year, and from year to year thereafter until either party gives notice of non-renewal. Such notice must be given at least 30 days prior to the end of the then-current term to be effective at the end of the then-current term.
- V. Any written notice given under this agreement shall be deemed given when personally delivered, or the next business day if sent by FedEx or other reputable next day courier for next business day

AGREEMENT BETWEEN FRESNO PACIFIC UNIVERSITY AND BURTON SCHOOL DISTRICT

delivery with charges paid by sender, or upon delivery if sent by registered or certified mail with return receipt requested and first class postage prepaid; in each case to the address of the respective party below (or to such other address as designated in writing by the party):

If to University:

Fresno Pacific University  
Dr. Robert Lippert, CFO  
1717 S. Chestnut Avenue  
Fresno, CA 93702

and

Fresno Pacific University  
Dr. Rox Ann Sparks ,  
Department Chair, Nursing  
5 River Park Place West, Suite 303  
Fresno, CA 93720

If to Agency:

Lemoore Union High School District  
5 Powell Ave  
Lemoore, CA 93245

VI. This agreement may be amended or terminated only by a writing signed by the party to be charged. This agreement constitutes the entire agreement of the parties with regard to the subject matter of this agreement. This agreement is governed by California law, and venue for any action or proceeding arising out of this agreement is Fresno County, California. Time is of the essence of this agreement.

Executed in Fresno County, California.

UNIVERSITY:

FRESNO PACIFIC UNIVERSITY,  
a California non-profit religious corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

AGENCY:

LEMOORE UNION HIGH SCHOOL DISTRICT  
a \_\_\_\_\_

By Erin Brewer 3/17/2020  
Name: Erin Brewer Date \_\_\_\_\_  
Title: Director of Human Resources