

TO: BOARD OF TRUSTEES

FROM: SUPERINTENDENT

COMMUNICATION NO. 74-2009/10-AA

Prepared by the Office of the Vice President of Academic Affairs
for Presentation to the Board of Trustees
September 14, 2009

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN KAPLAN UNIVERSITY
SCHOOL OF NURSING AND ANTELOPE VALLEY COMMUNITY COLLEGE

A. Background

Kaplan University School of Nursing and the Antelope Valley College would like to establish a partnership for placement of students who are completing a capstone experience as part of their baccalaureate degrees in nursing. Students observe faculty teaching classes at various levels of the registered nursing and vocational nursing programs. Students who participate must meet all hospital requirements for physical examinations, immunizations, and orientation if they wish to observe faculty teaching clinical.

B. Budget Implications

No budget impact. Faculty and students who wish to participate are not compensated. Faculty participation is voluntarily.

C. Recommendation

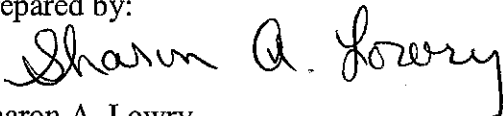
It is recommended that the Board of Trustees approve the MOU with Kaplan University School of Nursing.

Respectfully submitted,



Jackie L. Fisher, Sr.
Superintendent/President

Prepared by:



Sharon A. Lowry
Vice President of Academic Affairs

Office of Academic Affairs

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September 14, 2009

MEMORANDUM OF UNDERSTANDING BETWEEN KAPLAN UNIVERSITY SCHOOL OF
NURSING AND ANTELOPE VALLEY COMMUNITY COLLEGE

Attachment A

Kaplan University
School of Nursing

**CAPSTONE EXPERIENCE
PRECEPTOR AFFILIATION AGREEMENT**

This agreement entered into this 1 day of July, 2009, between Kaplan University, hereinafter referred to as the University, and Antelope Valley College, hereinafter referred to as the Health Agency, shall govern the use of the Health Agency's facilities by the students enrolled in the University's School of Nursing Bachelor of Science in Nursing Degree (BSN) Capstone Internship Experience, hereinafter referred to as Capstone Experience.

WHEREAS, it is to the mutual benefit of the Health Agency and the University to cooperate in the School of Nursing Capstone Experience using the facilities of the Health Agency,

WHEREAS, it is in the best interests of the parties hereto to plan jointly for the development, implementation and evaluation of the students' educational experience, and,

WHEREAS, it is in the best interests of the Health Agency, the patients/clients, the University, and the University nursing students to recognize that negligence can occur and that liability claims for damages against the Health Agency, the University, and its students can result from alleged negligence,

NOW THEREFORE, in consideration of the mutual covenants by each party to be kept and performed, it is agreed as follows:

ARTICLE I – University Responsibility

- A. The University School of Nursing Clinical Coordinator will serve as the student advisor and be responsible for reviewing the student's Capstone Experience plan and determining the plan's appropriateness for a learning experience relative to the student's education goals and professional development career plan
- B. The University shall warrant that each student enrolled in the Capstone Experience who will be providing care for patients/clients has met the following requirements:
 - o is in good academic standing
 - o holds an unencumbered license as a professional registered nurse
 - o has provided documentation that fulfills criteria defined in the Health Agency's policy, which may include, but is not limited to:
 - o documentation of a health examination
 - o documentation of immunizations for poliomyelitis and tetanus
 - o documentation of negative tuberculosis test
- C. The University shall obtain student's permission that information necessary to verify that the student has met the Health Agency's requirements will be made available at the University for review by the Health Agency's authorized medical personnel, to the extent permitted by applicable law or regulations.

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- D. The University School of Nursing Clinical Coordinator will coordinate the student's Capstone Experience in collaboration with the Health Agency's designated Preceptor, the student's assigned School of Nursing faculty member and the student to assure the University student and faculty member are aware of and agree to perform in compliance with the Health Agency's policies and procedures related to the care of patients/clients.
- E. The University requires as a condition of participation in the Capstone experience that each student assigned to the health agency/institution has and maintains professional liability insurance in the minimum amount of \$1,000,000 throughout the Capstone experience. This requirement is mandatory unless otherwise restricted by state regulation.

ARTICLE II – Health Agency Responsibility

- A. The Health Agency shall be responsible for retaining control over the organization, administration, operations and financing of its services. The ultimate responsibility for patient/client care and the nursing services provided lies with the nursing service of the Health Agency.
- B. The Health Agency will designate an appropriately credentialed Preceptor (minimum of a Bachelor of Science in Nursing – BSN degree) who will provide written agreement to serve as preceptor for one student during the specified Capstone Experience period.
- C. The Health Agency shall be responsible for informing and keeping informed all of its relevant personnel regarding the educational objectives of the University Capstone Experience.
- D. The Health Agency shall be responsible for providing the University's School of Nursing Clinical Coordinator, student and assigned faculty member information regarding Health Agency policies and procedures relevant to the Capstone Experience setting and shall inform them of any changes in Health Agency's policies or practices that occur during the Capstone experience and are relevant to the student and faculty member's interaction with the Health Agency.
- E. The Health Agency recognizes the valuable function that giving direct service can provide to nursing students through a precepted Capstone Experience. The overall responsibility for the care that is to be provided to patients/clients remains the responsibility of the Health Agency in general and specifically the staff nurse who has been designated by the Health Agency as the Preceptor for the Capstone Experience. The Health Agency maintains the policy whereby staffing levels will be not be based on the availability of nursing students to provide care, but rather based on basic patient/client needs since the Health Agency remains ultimately responsible for the provision of these services.

ARTICLE III – Joint Responsibilities

- A. The Health Agency's designated Preceptor and the University's School of Nursing Clinical Coordinator will work collaboratively to 1) assure systematic planning and adherence to the proposed intent of the student's Capstone Experience and 2) engage in the ongoing process of evaluation of the student and the capstone experience. The Health

Attachment A

Agency shall retain the right to require the removal from and deny access to its facilities any student whose professional conduct is, in the opinion of the Health Agency administration and nursing staff, unacceptable or disruptive of the established practices of the Health Agency. Such actions shall be reported immediately to the University's School of Nursing Clinical Coordinator or, in his/her absence the University's School of Nursing Assistant Dean of Faculty. Disciplinary action relative to the student will be the responsibility of the University, which provides for investigation, hearing, and appropriate disposition.

- B. The instructional period for the Capstone Experience shall be based on the term beginning August 2009 and ending November 2009 academic semesters or an equivalent period of time and will conform to the University calendar.
- C. Where areas of difference exist or occur in rules, regulations or questions on nursing, clinical or medical practices, the Health Agency and University representatives will resolve these differences mutually.
- D. For Capstone Experiences that include the student's participation in direct care to Health Agency's patients/clients, the Health Agency preceptor will provide orientation for the student, provide necessary information related to the Capstone Experience and facilitate the student in providing optimum care for the patients/clients. The student will fully cooperate with the Health Agency personnel in providing optimum care for the patient/client.
- E. For clinical experiences that do not require the student's participation in direct care to Health Agency's patients/clients, the Health Agency preceptor will provide orientation for the student, provide necessary information related to the Capstone Experience and facilitate the student in performing the learning activities defined in the Capstone Experience plan.

ARTICLE IV – Term of Agreement

This Agreement shall become effective upon execution of both parties and shall continue for the designated period of the Capstone Experience unless otherwise amended, modified, or terminated according to the relevant provisions contained herein.

ARTICLE V – Amendment Modification of Revision

This Agreement shall be amended, modified or revised only upon written agreement of the parties hereto.

Attachment A

ARTICLE VI - Entire Agreement

This Agreement represents the entire agreement between the parties as described herein and as incorporated herein by reference and supercedes all prior, written or verbal understandings.

In Witness Whereof, the parties below have executed this Agreement.

Sheila Burke

Dean, School of Nursing
Kaplan University

Sheila Burke, RN, MSN, MBA
Print Name

July 24, 2009
Date

Executive Director
Health Agency/Institution

Print Name

Date

Student name: Shandra Spicher

Health Agency: Antelope Valley College

Health Agency Contact Person: Marianne Stewart

Address: _____

Contact number: 661-722-6300

E-mail address: mstewart@avc.edu