

TO: BOARD OF TRUSTEES  
FROM: SUPERINTENDENT  
COMMUNICATION NO. 144-2009/10-AA

Prepared by the Office of Academic Affairs  
for Presentation to the Board of Trustees  
January 11, 2010

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN CALIFORNIA STATE  
UNIVERSITY, DOMINGUEZ HILLS, SCHOOL OF NURSING AND ANTELOPE  
VALLEY COMMUNITY COLLEGE

A. Background

California State University, Dominguez Hills 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 or master's 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.

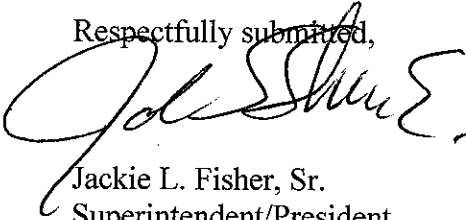
B. Budget Implications

There is no impact to the district's budget. Faculty and students who desire to participate are not compensated; their participation is strictly on a voluntary basis.

C. Recommendation

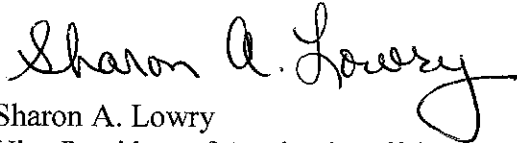
It is recommended that the Board of Trustees approve the MOU with California State University, Dominguez Hills

Respectfully submitted,



Jackie L. Fisher, Sr.  
Superintendent/President

Prepared by:



Sharon A. Lowry  
Vice President of Academic Affairs

Office of Academic Affairs  
Communication No. 144-2009/10-AA

January 11, 2010

MEMORANDUM OF UNDERSTANDING BETWEEN CALIFORNIA STATE UNIVERSITY,  
DOMINGUEZ HILLS, SCHOOL OF NURSING AND ANTELOPE VALLEY COMMUNITY COLLEGE



California State University  
**Dominguez Hills**

Procurement, Contracts, Logistical and Support Services  
Carson, CA 90747 • (310) 243-3799 • FAX: (310) 516-3305

**CLINICAL AFFILIATION AGREEMENT - NURSING**

Contract # \_\_\_\_\_

THIS AGREEMENT, is made and entered into on January 11, 2010, pursuant to Education Code 89036, by and between Antelope Valley College, 3041 West Avenue K, Lancaster CA 93536 hereinafter referred to as the "FACILITY" and the Trustees of the California State University, an agency of the State of California, on behalf of the School of Nursing, **CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS**, hereinafter referred to as "UNIVERSITY".

WITNESSETH:

WHEREAS, the UNIVERSITY'S BSN, MSN, and Nurse Practitioner Programs in nursing requires its students to have clinical experience and the use of clinical facilities; and

WHEREAS, the FACILITY is willing to permit the use of its clinical facilities and services for the education of said students, under the circumstances herein defined; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University's Nursing Program use the clinical facilities of the Facility for their clinical nursing experience,

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

**I. FACILITY SHALL:**

A. Provide clinical facilities for learning experiences for nursing students designated by the UNIVERSITY. The clinical experience for each student shall cover such period of time as will be specified by the UNIVERSITY.

B. Maintain clinical facilities in conformance with standards of the State Board of Nurse Examiners and permit inspection of its clinical facilities upon request by the Council of Baccalaureate and Higher Degree Programs of the National League for Nursing and by authorized representatives of the UNIVERSITY.

C. Permit designated students and staff of UNIVERSITY to use all services of the FACILITY herein contracted for. The level of services and the number of students involved shall be determined by mutual agreement between the parties.

D. Nominate staff members to serve as clinical preceptors. The final selection of the preceptors shall be made by mutual consent between the FACILITY and the Faculty Coordinator. The preceptors shall serve on a volunteer basis in accordance with the Preceptor Policy Handbook found in the following link:  
[http://www.csudh.edu/soh/soh\\_design/soh\\_new/don/chandbook.pdf](http://www.csudh.edu/soh/soh_design/soh_new/don/chandbook.pdf)  
<http://www.csudh.edu/soh/don/handbookforms.htm>

E. Permit members of the medical and nursing staffs of the FACILITY to participate as their time may permit in the clinical learning experience of the students.

**II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:**

A. Designate the students who are enrolled in the Nursing Program of the University to be assigned for clinical nursing experience at the Facility.

B. Be responsible for all instruction and evaluation of student performance required to meet the course objectives given at the FACILITY to the students so designated.

C. Be responsible for keeping all attendance and academic records of the students.

D. Provide guidance to students in their clinical activities, through an individualized Learning Contract which specifies learning activities to take place within the patient care framework of the FACILITY.

E. Agree that the students and instructors shall be subject to the requirements and restrictions specified jointly by representatives of the UNIVERSITY and the FACILITY, and subject to the FACILITY's rules and regulations governing conduct.

F. Upon request, provide insurance for general liability coverage.

### III. General Conditions

A. THIS AGREEMENT shall become effective upon execution, and shall continue until terminated by either party with sixty (60) days advance written notice.

B. UNIVERSITY shall defend, indemnify and hold FACILITY, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of UNIVERSITY, its officers, agents, or employees.

FACILITY shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of FACILITY, its officers, agents, or employees.

C. While in the performance of this agreement, students serve as volunteers at the Facility without compensation and are not to be considered officers, agents or employees of the University for Worker's Compensation purposes.

D. Students shall provide and maintain in force a One Million Dollar (\$1,000,000) policy of professional liability insurance during the course of their activities under this agreement.

E. UNIVERSITY, at its sole cost and expense, shall insure its activities in connection with this agreement, naming Facility as additional insured by separate endorsement, and obtain, keep in force, and maintain insurance as follows:

. Comprehensive or General Liability Insurance with a limit of One Million Dollars (\$1,000,000), and Three Million Dollars (\$3,000,000) in aggregate, per occurrence.

F. This AGREEMENT may at any time be altered, changed or amended by mutual agreement of the parties in writing.

G. Upon full execution of the agreement, any written notice given under this agreement shall be sent by registered mail to the following: CSUDH Director of Procurement and Contracts.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be effective January 11, 2010, notwithstanding the fact that they may have executed the Agreement at a later date. By executing the Agreement, the parties hereto accept and agree to all of the stipulations set forth herein and agree that he/she is authorized to sign this Agreement on behalf of the parties.

**CALIFORNIA STATE UNIVERSITY,  
DOMINGUEZ HILLS**

\_\_\_\_\_  
Emmit L. Williams  
Director of Procurement, Contracts  
Logistical and Support Services

CSU Dominguez Hills  
1000 East Victoria Street  
Carson, CA 90747

**FACILITY**

By: \_\_\_\_\_

Print Name: Sharon A. Lowry

Title: Vice President, Academic Affairs

Address: 3041 West Avenue K

Lancaster, CA 93536

Date: \_\_\_\_\_

Phone: 661-722-6300

Email: salowry@avc.edu