

**CLINICAL INSTRUCTIONAL AGREEMENT
FOR THE UNIVERSITY OF NORTH CAROLINA
DEPARTMENT OF NURSING**

I. Parties

This Clinical Instructional Agreement (Agreement) is entered into between **The University of North Carolina at Pembroke (UNCP)** and Fayetteville Technical Community College (Agency), (collectively, the Parties).

II. Purpose

The Parties have a mutual interest in providing learning experiences for students enrolled in the UNCP Department of Nursing. UNCP has determined that student placements at Agency are consistent with the goals and objectives of the curriculum and will enhance the program of study. This Agreement confirms the mutually agreed terms and conditions of supervised clinical experiences to be performed at Agency.

III. Term

- A. The term of this Agreement shall commence on 1 March 2005 and will automatically renew annually unless either party provides at least ninety (90) days written notice of its intent to terminate prior to the expiration of the then current annual term.
- B. This Agreement may be terminated by either party upon written notice of at least ninety (90) days, provided that such termination cannot become effective during the middle of a regular semester and, provided further that, in the determination of UNCP, termination will not negatively affect students currently placed at Agency. The party initiating termination will bear costs, if any, resulting from non-cancelable commitments.

IV. Compliance with UNCP and Agency Policies

- A. Students working at Agency will remain subject to the UNCP Academic Honor Policy and the Student Code of Conduct, copies of which will be provided to Agency by the faculty instructor who is identified by UNCP as responsible for the students participating in placement with Agency ("Faculty Instructor"). If alleged violations occur, Agency will notify Faculty Instructor. If such alleged violations reasonably seem to pose a continuous threat to others or the Agency's functions, the alleged violator may be suspended immediately by the Agency from participating in Agency activities. Agency shall immediately give notice of the alleged violation to the Faculty Instructor, who will arrange proper review and hearing procedures as soon as practical.
- B. Agency may require each student participating in Agency activities to comply with all of its operational policies and procedures. In the case of inconsistency with UNCP policies, University and Agency will agree on alternate provisions. Agency will provide

for the orientation of both UNCP's faculty and participating students as to the facilities, philosophies, policies, regulations, and rules of the Agency, and Agency will provide copies of such policies and procedures to Faculty Instructor and to students assigned to work at Agency.

V. Responsibilities of the Parties

A. UNCP shall:

1. Approve placement site and learning objectives.
2. Select and register students for placement. UNCP will use its best efforts to assure that students selected for placement with Agency are prepared for effective participation in the clinical learning activity.
3. Award UNCP credit to students, when appropriate, at end of course.
4. Identify for the Agency the Faculty Instructor who will be the primary contact for specified learning activities.
5. UNCP shall not assign any faculty member to the Agency in connection with the operation of the program under this Agreement who does not have a current, unrestricted North Carolina RN license, and will keep evidence of the licensure of all assigned faculty on file in UNCP's Nursing Director's office, which evidence of licensure will be provided to the Agency upon request.
6. UNCP shall require all participating faculty to show proof of current malpractice insurance with limits of not less than \$1 million per occurrence and \$3 million aggregate coverage.
7. Participate in planning and evaluation regarding learning activities.
8. Provide Agency with evaluation forms and deadlines relating to submission of said forms.
9. Inform Agency of the UNCP calendar and initiate discussions of students' obligations, if any, to report to Agency whenever classes are not in session.
10. Implement procedures to notify students of and encourage and monitor students' compliance with the following obligations:
 - a. Attend orientation sessions regarding learning activity.
 - b. Comply with all applicable policies and operational procedures of Agency.

- c. Negotiate a set of learning objectives with Agency and UNCP and provide to each a written statement of objectives.
- d. Give prior notice of necessary absence to appropriate UNCP and Agency personnel.
- e. Obtain and maintain professional liability insurance with minimum limits of \$1,000,000 Combined Single Limit Coverage.
- f. Maintain professional standards of confidentiality.
- g. Participate in all individual or group meetings associated with learning activity.
- h. Provide personal transportation to and from learning activity.

12. Compliance with Bloodborne Pathogens Standard: UNCP shall provide training to students in universal precautions prior to assigning a student to participate in an internship at Agency. Agency will be responsible for providing appropriate personal protective equipment required to comply with OSHA Standards as such compliance relates to the performance of this Agreement. UNCP shall retain documentation that shall be available to the Agency upon request that each participating student has received the Hepatitis B vaccine or has declined such vaccine in writing.

13. Agency shall provide the student with access to first aid and emergency care for illness or accidents occurring on the property operated by the Agency. The student may be seen in the Agency's Emergency Department and will be charged normal Emergency Department fees. After treatment is rendered and the investigation of the incident is complete, if it is determined that such illness or accident is a result of negligence on the part of the Agency, these fees will be waived.

14. Agency shall provide the student with access to initial counseling and treatment following an inadvertent HIV exposure in accordance with the Agency's policies and procedures for exposure to non-employee health care workers. In the event of an exposure, the student should immediately report the incident to his/her supervisor at the Agency. The student may be seen in the Agency's Emergency Department and will be charged normal Emergency Department fees. After treatment is rendered and the investigation of the incident is complete, if it is determined that such illness or accident is a result of negligence on the part of the Agency, these fees will be waived. A copy of the Agency's policy for Inadvertent Exposure to Bloodborne Pathogens is available upon request.

B. Agency shall:

1. Retain responsibility for the care of its patients and clients and maintain administrative and professional supervision of students insofar as their presence and

program assignments affect the operation of the Agency and its care, direct and indirect, of patients and clients.

2. Provide opportunities for student observation and/or participation on Agency premises.
3. Provide a safe environment in compliance with all federal and state laws and inform UNCP and students of hazardous conditions and unusual circumstances of which Agency is aware that may create unsafe conditions.
4. Provide to Faculty Instructor and students written policies and operational procedures to which students are expected to adhere while they are at Agency setting.
5. Provide to Faculty Instructor a list of duties or job description for student placements with notation of any specific requisite skills or abilities, as well as identify any essential functions of the position.
6. Participate in planning and evaluation sessions with students and, where appropriate, with UNCP faculty.
7. Identify for Faculty Instructor the Agency personnel primarily responsible for supervising learning activity at Agency.
8. Provide on-site supervision and guidance to students during each learning activity.
9. Provide timely final evaluation of student performance in the manner specified by UNCP.
10. Conduct exit interviews with students that will include discussion of Agency's final evaluation.
11. Notify Faculty Instructor of unsatisfactory performance or misconduct of student and provide documentation of any charge to Faculty Instructor. If a student fails to comply with Agency's policies and procedures, Agency may temporarily suspend that student from further participation in the program on its premises pending a hearing to be held by UNCP. Agency agrees that it will cooperate in providing necessary evidence at such a hearing. If the charges are affirmed at the hearing, the student may be terminated from all participation in the program on Agency's premises. If the charges are rejected, Agency agrees to reconsider its decision to bar student from its premises. If Agency unreasonably refuses to readmit the student, such refusal may be deemed a breach of this Agreement.
12. Permit UNCP's appropriately licensed nursing faculty member to provide such client services at the Agency as may be necessary for teaching purposes in the program

established under this Agreement, subject to the Agency's overall supervisory responsibility for patient and client care.

VI. Number of Placements

Agency and UNCP will mutually determine the number of students to be placed at Agency for a given term. Agency and UNCP may decide to have no active placements for a period of time without affecting the continuation of this Agreement.

VII. Nondiscrimination

Both parties agree to perform their duties under this Agreement without discrimination on the basis of race, sex, religion, national origin, age, and handicap. The Agency agrees to accept qualified students with disabilities from UNCP in accordance with the Section 504 of the Rehabilitation Act of 1973 and The Americans with Disabilities Act of 1990, and as amended. If the student has self-reported his/her disability to UNCP, the UNCP Department of Disability Services will consult with Agency's fieldwork supervisor on a case-by-case basis to determine whether UNCP or the Agency will provide reasonable accommodation(s). In the event the Agency furnishes the reasonable accommodation(s) for the student, UNCP agrees to reimburse the Agency for costs incurred by the Agency for providing the reasonable accommodation(s), except for accommodations involving permanent structural alterations to the Agency's property.

VIII. Monetary Compensation to Student Requires a Separate Agreement

Students placed in learning activities under this Agreement receive UNCP credit toward an academic degree. Monetary compensation to students is not provided under the terms set out herein. Any agreement between Agency and a student for monetary compensation to the student must be documented in a separate Agreement. Agency hereby stipulates that any such agreement between itself and a student will comply with all state and federal laws, including the Fair Labor Standards Act, if such Act is applicable to Agency.

IX. Employment

Students are not considered employees of the Agency except and only to the extent as agreed to between a student and Agency pursuant to Section VIII. Students are not considered employees of UNCP.

XI. Notice

Any written communication or notice pursuant to this Agreement shall be made to the following representatives of the respective parties at the following addresses:

For UNCP:

Dr. Barbara Synowicz
Interim Director of Nursing
UNC Pembroke
P.O. Box 1510
Pembroke, NC 28372

For Agency:

XII. Entire Agreement

This Agreement represents the entire agreement between the parties and may not be modified without the written consent of both parties. This Agreement shall be construed and governed by North Carolina law and any disputes shall be filed in a North Carolina court of competent jurisdiction. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective authorized representatives.

The University of North Carolina at Pembroke

By *Roger G. Brown*
Print ROGER G. BROWN
Title PROVOST
Date 4/5/05

Fayetteville Technical Community College

By *Larry B. Norris*
Print LARRY B. NORRIS
Title PRESIDENT
Date 7/29/05