

**Dallas Center-Grimes Community
School District and
Briar Cliff University**

**Bachelor of Science in Nursing
Clinical Education Agreement**

This Agreement is made and entered into by and between the Dallas Center-Grimes Community School District (hereinafter referred to as Agency) and Briar Cliff University (hereinafter referred to as University).

The purpose of this Agreement is for University to obtain access to and use of Agency facilities, including affiliated clinics, for the purpose of providing clinical/practicum experience to student(s) enrolled in the Baccalaureate in Nursing Program for Pre-licensure students and in the Upper Division Baccalaureate in Nursing Program for Registered Nurses at the University.

1. This Agreement is effective for the period September 22, 2025 to August 31, 2030.
2. Briar Cliff University agrees that:
 - a. Faculty from the University will be responsible for the students' learning experiences and education and for insuring communication between students and staff directing the treatment plan. Agency/Facility shall not be responsible for evaluating student performance or academic progress.
 - b. Faculty will be Registered Nurses (RN) licensed to practice in Iowa or recognized for licensure in Iowa pursuant to the Nurse Licensure Compact contained in Iowa Code Section 152e.1, and hold Master's degrees in nursing and will be functioning within the scope of their nursing license.
 - c. Students will be 1) students in the Pre-licensure Option of the Baccalaureate Nursing Program ; and 2) Registered Nurses, licensed to practice in Iowa and working toward a baccalaureate degree in nursing; at the University.
 - d. University will carry medical professional liability insurance of at least \$1,000,000 per occurrence and \$3,000,000 aggregate on nursing faculty members and all nursing students, including Pre-licensure Option and RN-BSN, while they are in the clinical setting as part of their teaching/learning experience. Copies of insurance certificates will be provided upon request by the Agency/Facility.
 - e. Ratio of students to instructor will be no more than eight to one.
 - f. University shall require and document students' and faculty members' current health certification and provide it to Agency/Facility upon request. The University assumes full responsibility for ensuring compliance with applicable state and federal immunization requirements. Health information shall include:
 - 1) Annual TB screening with appropriate follow up for any positive results.
 - 2) Student and nursing faculty members are required to receive an annual influenza vaccine immunization.
 - 3) Documentation of measles, mumps, and rubella titers showing immunity are required. If non-immune, two MMR vaccinations are required.

- 4) Individuals will show proof of immunity to Varicella (chickenpox) through, documentation of Varicella vaccinations which have been available since 1995, or Varicella titer.
 - 5) Evidence that student has received the vaccination against Hepatitis B, proof of immunity to Hepatitis B, (or written refusal of Hepatitis B vaccination signed by student that expressly holds Agency/Facility harmless for any Hepatitis B exposure or infection that may result from student's clinical experience at Agency/Facility) and/or such other immunization and health-related testing as may be required by the State Department of Health Services or the Occupation Health and Safety Administration for each student assigned to Agency/Facility, as these requirements may change from time to time. For purposes of this Agreement, student shall be considered to be vaccinated against Hepatitis B if he or she has received at least one injection of the vaccine and is in the process of completing the required series of three injections.
 - 6) Documentation of a single dose of Tdap given at age 11 or older and additional documentation of a Td booster received in the last 10 years.
- g. During the course of this agreement, student will also provide University with evidence of Cardiopulmonary Resuscitation (CPR) skills before clinical rotations begin.
 - h. University shall require and document criminal and abuse background checks on each student and provide evidence as requested by Agency/Facility. Agency/Facility reserves the right to deny placement based on concerns raised in background check results. Background check shall include fingerprinting pursuant to Iowa law. Any issues identified in background checks will be discussed with Agency before student experience with Agency/Facility. This shall also include certification of completion of training for child and dependent adult mandatory reporters. In accordance with the Iowa Board of Nursing required training for reporters of child and adult abuse, RNs are required to complete two hours of said training every five years for license renewal. Evidence of a current, unrestricted Iowa registered nurse license provides evidence of training in mandatory reporting of child and adult abuse.
 - i. Pre-licensure nursing student will have completed HIPAA training prior to beginning clinical experiences. RN-BSN students are understood to have previously completed HIPAA training. CDs covering both HIPPA requirements and bloodborne pathogen safeguards are available for the use of any student desiring a refresher. Students participating in clinical at Agency/Facility shall abide by all applicable policies and procedures of Agency/Facility and all applicable federal, state, and local laws, rules, and regulations, including all laws pertaining to confidentiality and security of individually identifiable information.
 - j. Pre-licensure nursing students will wear the uniform adopted by Briar Cliff University's Department of Nursing and name tags identifying them as being from the University. RN-BSN students will wear name tags identifying them as being from the University. Students shall not wear attire that may misrepresent them as employees or licensed professionals affiliated with Agency/Facility.
 - k. Nursing students and faculty will honor the policies of Agency/Facility in relation to patient/family treatment recognizing that Agency/Facility staff are responsible for the patient even though they are being cared for by a baccalaureate nursing student.
 - l. Nursing students will be present in Agency/Facility as students of the University and not as employees of Agency/Facility.

- m. A University nursing faculty member will be available to students at all times when students are assigned to Agency/Facility.
- n. Nursing students will be responsible for his/her own transportation to and from the Agency/Facility during placement.

The Agency/Facility agrees that:

- n. Nursing students from Briar Cliff University may receive clinical experience in and through Agency/Facility.
- o. Staff of Agency/Facility will reasonably cooperate in planning student learning experiences and involve students in interdisciplinary learning experiences to the extent these are available and appropriate to the treatment plan.
- p. Faculty will discuss objectives of the experience and assignments of the students with appropriate staff members.
- q. Faculty from the University will be allowed to spend time acquainting themselves with Agency/Facility prior to the assignment of students under faculty supervision.
- r. Agency/Facility will provide or arrange for emergency treatment in the event of accident or illness to student associated with their learning experience while at the Agency/Facility. Emergency treatment shall be the financial responsibility of student. Agency/Facility agrees that if blood or bodily fluid exposure occurs to a student or faculty while caring for an Agency/Facility patient during a clinical experience, Agency/Facility is responsible for the follow-up procedures for the source patient defined by State and OSHA regulations. The student is responsible for all costs associated with source patient procedures, testing, and related expenses.
- s. Agency/Facility may terminate the participation of any student in any clinical education experience governed by this agreement if Agency/Facility determines that student failed to observe applicable policies, procedures, rules, regulations, or the instruction of Agency/Facility supervisors or has in any other manner compromised an acceptable standard of patient care. Agency/Facility will immediately notify University of any such termination.

3. It is mutually agreed that:

- a. Course instructor will communicate with Agency/Facility personnel prior to the assignment of students to Agency/Facility. Number of students assigned to Agency/Facility for each clinical rotation and present during specific clock hours will be agreed to in advance of the rotation.
- b. The agreement is subject to annual review.
- c. Both parties to this agreement shall have the right to discontinue or terminate this agreement by giving a sixty (60) day notice to the other party.
- d. Either party may terminate this agreement for breach, including but not limited to failure to meet insurance requirements, failure to provide Faculty with appropriate credentials, or failure to maintain license or certification if applicable. Notice to the other party of breach must be in writing. If the breach is not cured within thirty (30) days, the agreement may be terminated.

4. To the extent permitted by law, each party shall indemnify and hold harmless the other party for claims, liabilities, damages, and expenses, including, without limitation, legal expenses, arising from the act or omission of the party, its officers, employees, students, or agents. This provision shall survive

termination of the agreement.

5. All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to the Agency shall be sent to:

Dallas Center-Grimes Community School District
Attn: Shana Olson
Director of Teaching & Learning
2405 W. 1st Street
Grimes, IA 50111
515-992-3866

6. Neither party shall use the name of the other in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of the other, but with the exception of listings of facilities as may be required by University's accrediting agencies.
7. This Agreement is to be governed and construed in accordance with the laws of the State of Iowa. The sole and exclusive jurisdiction for any action arising from or relating to the agreement shall be in the state or federal courts located in Polk County, State of Iowa.
8. Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.
9. The relationship of each party to the other under this Agreement shall be that of Independent Contractor. While engaged in educational activities related to the placement, student(s) shall not be considered an agent or employee of the Agency/Facility or University.
10. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. All commitments by the University or Agency/Facility under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the party.
11. This Agreement may not be assigned by either party without the prior written consent of the other party.
12. This Agreement, attachments, and incorporated references shall constitute the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement.
13. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing, and signed by both parties.

Dallas Center Grimes School District

By _____

Designated Officer

Printed Name: _____

Printed Title: _____

Date _____

4900-7854-2950-1\10363-000

Briar Cliff University

By Matthew Draud _____

Dr. Matthew Draud, Ph.D.

President

Date 9.18.25 _____