

AGREEMENT between

Elmira College and Elmira Heights School District

THIS AGREEMENT, made the 18th day of August, 2016 by and between Elmira College, an educational institution having its place of business at One Park Place, in the city of Elmira, County of Chemung and State of New York, herein called "College", and Elmira Heights School District, having its principal place of business at 2063 College Avenue, Elmira, NY 14903, in Village of Elmira Heights, the County of Chemung, and the State of New York herein called "School".

WHEREAS, the College is offering a program in nurse education, and WHEREAS, the College desires to utilize the clinical facilities of all schools within the Elmira Heights School District for said nurse education.

NOW, THEREFORE, be it agreed as follows:

THE COLLEGE SHALL:

1. Assign only such students and faculty to the School as having been certified as being in good health. This will include immunization required by the State and the School.
2. Provide a qualified nurse instructor who shall act as liaison person between the College and the School.
3. Require that all faculty and students hold current Basic Life Support Certification.
4. Require all faculty assigned to the School to: hold current registered nurse licensure in New York; maintain liability insurance, including that of malpractice with limits for personal injury of \$1,000,000 for each person and \$3,000,000 each occurrence; abide by the rules and regulations of the School.
5. Require that all students abide by all rules and regulations of the School. Failure to comply may lead to **the School excluding** a student from such School attendance and educational experiences. It is understood that student discipline shall be the sole responsibility of the College instructor.
6. Each student will maintain his or her own liability insurance, including that of malpractice, with limits for personal injury of \$1,000,000 for each person and \$3,000,000 each occurrence; **the College will provide to the School proof of insurance for the students.** It being understood that each student is assuming his or her own responsibility for his or her own medical aid and care and that this agreement in no way requires that the School be required to furnish the same, except at its usual charges and rates. Nothing herein is intended, however, as a release by either party, its students, agents or servants, of any negligence, liability, responsibility or accountability of such other party for which it might otherwise be responsible.

7. Indemnify and save the School harmless of and from all claims, demands or causes of action, and judgments and liability, of anything and everything whatsoever arising out of this Agreement and the performance thereof to the extent arising from negligence of the College, its agents, servants, students, employees and others acting on its behalf, but not to the extent arising from the negligence or misconduct of the School.

THE SCHOOL SHALL:

1. Accept mutually approved nurse education students without consideration of race, color, and creed, country of origin or handicap, who has satisfactorily completed the prescribed course of basic instruction.
2. Provide an orientation to its services and facilities for the College faculty and assist in the orientation of students.

It is further agreed that the School retains full responsibility for patient care and that the legal holidays observed by College will be observed by the **Elmira College** students and faculty.

Elmira College also warrants that it carries bodily injury liability insurance of \$1,000,000 and property damage insurance of \$500,000 and that it will, effective as of the date this Agreement, cause such policy to be endorsed insuring the School against liability arising out of such observation and or participation in such activities.

In view of the fact that both parties recognize the reciprocal values inherent in this arrangement, it is agreed that there shall be no exchange of monies under the terms of this Agreement. It is further agreed by and between the parties that matters affecting these arrangements, interpretations of this Agreement or additions thereto shall be resolved by the Principal of the School and the Dean for Nurse Education at Elmira College, acting as the agents of the School and the College Administrators.

The effective date of this Agreement shall be September 1, 2016 and it shall continue in full force and effect until it is canceled by either party giving the other written notice at least three (3) months in advance. In the event that such notice is given by either of the parties, it is understood that the students assigned to the hospital at the date of such notice shall, if they so desire, have the opportunity to complete the clinical experience and instruction then in operation.

Changes to the content of this Agreement may be made at any time by mutual consent of both parties.

This Agreement rescinds and replaces any previously existing written Agreement or Contract between the parties hereto covering the subject matter as contained herein.

The parties agree that in any event this Agreement shall be reviewed every year.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signatures:

School

Elmira College

By: _____
Superintendent or VP/Principal

By: _____
Dean of Health Sciences and
Professor of Nurse Education

Date

Date