

**AGREEMENT BETWEEN  
CREIGHTON UNIVERSITY  
AND  
LINN-MAR COMMUNITY SCHOOL DISTRICT**

This agreement (“Agreement”) is entered into by Linn-Mar Community School District (“Site”) and Creighton University, a Nebraska nonprofit corporation located at 2500 California Plaza, Omaha, NE 68178 (“Creighton”).

Creighton desires to provide a professional experiential educational experience program for its Education program students and has asked Site to participate in that program to provide Creighton’s students an opportunity for experiential education.

In consideration of the mutual benefits, the parties agree to the following:

**I. GENERAL INFORMATION:**

- A. The course of instruction (the “Experiential Program”) will cover a time period mutually agreed upon between Site and Creighton. The Experiential Program objectives will be communicated in writing to the Site’s preceptor by the appropriate Creighton Experiential Education Office when scheduling students.
- B. Except under compelling circumstances agreed to by both parties, the beginning dates and length of experience will be agreed upon no less than one month before the beginning of the Experiential Program.
- C. The number of students eligible to participate in the Experiential Program (“Students”) will be mutually determined by agreement of the parties and may be altered by mutual agreement.
- D. Students are not employees of Site or Creighton and are not eligible for compensation or benefits from either institution.
- E. Neither Site nor Creighton will discriminate against any employee or student on the basis of race, national origin, religion, creed, sex, sexual orientation, age, or marital, veteran or disability status. Both parties agree to comply with the Family Educational Rights and Privacy Act of 1974, as amended, and regulations promulgated thereunder, governing the privacy of student records.

**II. RESPONSIBILITIES OF CREIGHTON:**

- A. Creighton shall provide and maintain the records and reports required by Site for conducting learning experiences of Students. Creighton assumes responsibility for assigning grades for the Experiential Program.
- B. Creighton shall require Students to comply with Site policies and procedures while participating in the Experiential Program at Site, including Site’s policies and procedures governing patient confidentiality. As a part of this agreement, Creighton shall require Students to submit to the appropriate Experiential Education Office a signed Student Experiential Participation and Confidentiality Agreement. An example of this agreement is attached as Exhibit A.
- C. Creighton will assign to Site only those Students who have satisfactorily completed the prerequisite didactic portion of the curriculum unless remediation-related education services have been specifically negotiated with Site.
- D. Creighton will enforce rules and regulations governing Students that are mutually agreed upon between Site and Creighton.

III. RESPONSIBILITIES OF SITE:

- A. Site will participate in directing and implementing the Experiential Program.
- B. Site reserves the right to limit the number of Students it receives. Site, in conjunction with Creighton, will determine the dates for Student participation in the Experiential Program.
- C. If Site accepts a Student, Site shall provide instruction and professional experience in accordance with Experiential Program objectives (Section I. A) and any specific Experiential Program goals developed and agreed upon by the parties.
- D. Site shall provide and maintain records and reports required by Creighton for conducting the Experiential Program and provide an evaluation to Creighton on forms provided by Creighton.
- E. Site shall be under no obligation to maintain any facilities for the Experiential Program other than those which Site ordinarily maintains.
- F. Site shall provide available time, when possible, to instructors for attending supervisory meetings and conferences called by Creighton as part of the Experiential Program.
- G. Site will inform participating Students on pertinent policies and procedures at Site.
- H. Site will encourage Students in Experiential Program to attend the Site’s professional meetings, and shall allow such students access to journals, books, and periodicals contained in Site’s library, if any, provided, that no student shall be permitted to take outside of the premises any such journals, books, or periodicals from the library unless approved by Site.
- I. No Student shall be entitled to any stipend from Site by reason of this Agreement or by reason of such student's participation in the Experiential Program.
- J. Site retains the right to terminate any Student's participation in the Experiential Program where it reasonably believes doing so is necessary to protect the health, safety and welfare of Site, its students, employees or visitors. Site shall immediately notify the Director of the Experiential Education Office (identified in the mailing address provided at on the signature page of this Agreement) of any such termination of a Student. The Director of the Experiential Education Office will notify any Creighton faculty serving as Instructor of Record for the terminated Student’s experiential education rotation.

IV. Either party may terminate this Agreement upon sixty (60) days advance written notice to the other party.

V. Any revision or modification of the Agreement shall be in writing and shall be signed by both parties.

VI. This agreement shall be effective as of the 1st day of \_\_\_\_\_, 20\_\_\_\_\_.

LINN-MAR COMMUNITY SCHOOL DISTRICT      CREIGHTON UNIVERSITY

By \_\_\_\_\_

By \_\_\_\_\_

Print Name: Sondra Nelson, Board President

Print Name: Will Solomon  
Assistant Dean for Administration and Operations

Mailing Address:  
Linn-Mar Community School District  
Attn: Casey Fasselius  
2999 N 10<sup>th</sup> Street  
Marion IA 52302

Creighton Mailing Address:  
Creighton University  
Attn: Director, Education Program  
2500 California Plaza  
Omaha, NE 68178

**EXHIBIT A**  
**STUDENT EXPERIENTIAL PARTICIPATION AND CONFIDENTIALITY AGREEMENT**

SITE is committed to quality confidentiality for its students. As a student of another institution assigned to an educational experience at SITE, the undersigned is required to agree to the terms of this Agreement. Please review and ask questions if you have any.

“Confidential Information” is any student, employee, and SITE business information obtained during the course of work or association with SITE.

I agree to treat all Confidential Information as strictly confidential and will not reveal or discuss Confidential Information with anyone who does not have a legitimate medical and/or business reason to know the information. I understand that I am permitted to access Confidential Information only to the extent necessary to perform my duties while assigned to SITE. I will not disclose identifiable Confidential Information.

I will abide by all SITE policies and procedures regarding Confidential Information.

If I am given any access security codes or passwords, I agree to use them solely to perform my duties and will not breach the security of the information systems or premises. I will not use or disclose or misuse security codes or passwords. I will not misuse or attempt to alter SITE information systems in any way. I understand that SITE reserves the right to audit, investigate, monitor, access, review and disclose information obtained through the information systems at any time, with or without advance notice to me and with or without my knowledge. I understand I will be held accountable for my work and any changes made under my password and security codes. I understand that I am responsible for the accuracy of information submitted under my passwords and security codes.

I am expected to be covered by my own health insurance at all times, including hospitalization insurance. Should I seek routine or emergency medical care, I understand that I will be responsible for the cost of such care.

I am not and will not be an employee of SITE by virtue of my participation in this Experiential Program at Site and shall not be entitled to compensation or employee benefits of any kind, including but not limited to health insurance, workers’ compensation insurance or unemployment benefits.

I understand that violations of SITE policy may subject me to immediate termination of my assignment at SITE.

My signature acknowledges that I have read and understand this Agreement.

\_\_\_\_\_  
Student Name (print)                      Date                      \_\_\_\_\_

\_\_\_\_\_  
Student Signature                      SITE                      \_\_\_\_\_

This Exhibit is made a part of the Agreement to which it is attached.