



South Washington County Schools

Keith Jacobus, Ph.D., Superintendent

District Service Center

7362 E. Point Douglas Rd. S.

Cottage Grove, MN 55016

Phone: 651-425-6300 Fax: 651-425-6318

ADMINISTRATIVE REPORT

TO: Members of the School Board
Dr. Keith Jacobus, Superintendent

FROM: Dr. Kevin Witherspoon, Director of Human Resources

DATE: July 11, 2019

TOPIC/PURPOSE OF REPORT: Student Teacher Placement Agreement/ Clinical Placement
Affiliation Agreement

RECOMMENDED BOARD ACTION: Approval

DATE FOR BOARD ACTION: July 18, 2019

REPORT

Saint Mary's University of Minnesota Department of Social Work and South Washington County Schools, ISD #833, have a student teacher/ internship placement partnership that provides generalist and/ or clinical placements in various classrooms throughout ISD 833.

After periodic review of placements in our district, Saint Mary's University of Minnesota Department of Social Work is requesting that this collaborative relationship remain in place for the next five (5) School Years, ending on June 30, 2024.

The administration recommends approval of this agreement.

MEMORANDUM OF UNDERSTANDING

between the

Agency Name

and

**Saint Mary's University of Minnesota
Twin Cities, MN**

for a Master of Social Work program

WHEREAS, Saint Mary's University of Minnesota ("the University") has established Master of Social Work program ("the Program") in its Schools of Graduate and Professional Programs located in Minneapolis, MN.

WHEREAS, the University desires that its students in the Program be afforded a generalist and/or clinical experience at _____

(agency name and address)("the Agency").

WHEREAS, the Agency has appropriate facilities and resources for student instruction and training and qualified professional staff to work with and supervise the students; and

WHEREAS, a generalist and/or clinical experience at the Agency for students enrolled in the Program is of mutual benefit to the parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

I. Purpose and Scope:

- A. This Memorandum of Understanding ("MOU" or "Agreement") establishes a practicum at the Agency which will provide a generalist and/or clinical experience to students enrolled in the Program.
- B. This Agreement shall not affect any other pre-existing relationship or agreement between the parties on any other subject.
- C. This MOU constitutes the entire understanding of the parties relating to a

practicum for students in the Program and supersedes any previous agreement between the parties on this same subject.

II. Specific Responsibilities:

A. The Agency shall:

- 1) Comply with all federal and state civil right laws.
- 2) Comply with all federal, state and local laws and ordinances concerning human subject research if students participate in a research program as part of a research team.
- 3) Adhere to the goals of the University as presented in its field education manual except in any circumstances wherein a said goal conflicts with the Agency's stated policy, rule, or procedure.
- 4) Accept that the student's primary role is as a learner, treat the student as a learner, and accept that the field placement assignment is an educational experience. This acceptance includes the following:
 - a. permitting the student to receive needed support, assistance and instruction;
 - b. making available to the student appropriate cases and learning activities; and
 - c. permitting the student to participate in staff development and other training opportunities.
- 5) Provide the student with the resources necessary to carry out assigned educational and service tasks, including the following:
 - a. space that is sufficiently private for carrying on independent work and activity;
 - b. clerical service and supplies for records and reports produced for the Agency; and
 - c. access to client and Agency records as appropriate to assigned tasks.
- 6) Provide qualified staff as Field Supervisors for the student, subject to approval by the University.
- 7) Assure that each Field Supervisor has adequate time within his/her work schedule to meet the requirements of the University's field education program, including, but not limited to, release time in an amount commensurate with the time needed to fulfill designated field instruction responsibilities.

- 8) Assure that the Field Liaison is advised of policy and service changes and developments which may affect student learning or the University's curriculum for the Program.
- 9) Provide for reimbursement of all student travel expenses on Agency business that has approval of Field Supervisor.
- 10) Provide the student with information available to its employees regarding personal safety when carrying out Agency-related assignments.
- 11) Comply with all state, federal and local laws, ordinances, rules and regulations regarding the operation of the Program, including laws and regulations concerning the confidentiality of Student records.
- 12) Comply with all applicable requirements of any accreditation authority and permit the authorities responsible for accreditation of the Program's curriculum to inspect the facilities, services, and other items provided by Agency for purposes of the Program.
- 13) Indemnify, defend and hold harmless the University, its employees, agents, trustees and representatives, from all claims, actions, awards or judgements for damages, including costs, expenses and attorney fees where liability is found to exist, based on the negligent acts or omissions of Agency's employees, agents or representatives.
- 14) Designate a Field Supervisor or University-approved Task Supervisor who shall be responsible for the coordination and implementation of this practicum for approved students in the Program. The Field Supervisor or University-approved Task Supervisor shall work with the Field Liaison to develop additional operational details to implement this MOU and ensure the provision of appropriate, qualified supervision for students participating in this practicum. The name, telephone number and e-mail address of the Field Supervisor shall be provided to the University and updated as necessary.
- 15) Provide orientation to the University's students participating in this practicum and make available pertinent Agency policies, procedures, and rules/regulations, including those related to volunteer services, release of sensitive information, and Agency safety and security, e.g. access and exit procedures.
- 16) Provide emergency medical treatment to the University's students as follows:
 - a. Agency shall follow its policy and procedures to provide emergency first aid and arrange for emergency medical services (EMS) transport to a

community emergency department, if necessary.

- b. In the event of an exposure to an infectious disease, Agency health care providers shall follow Agency policy and procedures to provide immediate intervention consistent with OSHA and CDC guidelines, and refer the student to their personal healthcare provider for follow-up treatment.
- 16) Maintain at all times the discretion to remove any student from participation in this practicum and immediately notify the University of said removal.
 - 17) Ensure that the students participating in this practicum are not used to displace regular employees or to fill personnel vacancies that otherwise would be filled by regular employees.
 - 18) Not be required to offer employment to the University's students at the completion of their participation in this practicum.

B. The University shall:

- 1) Work cooperatively with the Agency in designing appropriate field learning experiences to meet the objectives of the University's field education program.
- 2) Select and/or recommend for placement at the Agency students who appear to be most appropriate. It is understood that the Agency will have the opportunity to meet the students before placement begins. The Field Supervisor will have access to information about the students, including: field placement forms, folders, and prior field evaluations.
- 3) After collaborative discussion with the Field Supervisor, assume final responsibility for decisions which affect the progress of the student, including the grade and awarding of credit.
- 4) Provide consultation to appropriate staff of the Agency in the general development of its field education program.
- 5) Provide opportunities for appropriate development of the Field Supervisors through provision of meeting, institutes and seminars for experienced, as well as, beginning Field Supervisors, and give adequate notice of such pertinent meetings and courses.
- 6) Provide a copy of the University's field manual plus other pertinent instructional material, such as: academic calendar, course outlines, field bulletins, evaluation guidelines, periodic updates.

- 7) Provide opportunities for appropriate evaluations of the performance of all parties to this agreement.
- 8) Keep the Agency and Field Supervisor informed about University activities and plans affecting field education.
- 9) Provide opportunities for Field Supervisor participation in relevant University committees and activities.
- 10) Indemnify, defend and hold harmless the Agency, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorney fees where liability is found to exist, based on the negligent acts or omissions of the University's employees, agents, or representatives.
- 11) Notify students that they are subject, during their educational field experience at the Agency, to applicable Agency regulations and that they must conform to the same standards as are set for the Agency's employees in matters relating to the welfare of clients or patients and general Agency operation.
- 12) Require that students in the Program obtain professional malpractice, before beginning their field placement experience. The coverage liability limits must be \$1,000,000 each claim, and \$3,000,000 aggregate.
- 13) Maintain sole responsibility for the planning and execution of the Program generally, including administration, records of student credits and grades, curriculum content, evaluation, faculty appointments, and requirements for matriculation, promotion, and graduation.
- 14) Appoint a Field Liaison who shall be responsible for the coordination and implementation of the generalist and/or clinical experience for approved students in the Program. The Field Liaison shall work with the Field Supervisor to develop additional operational details to implement this MOU. The name, telephone number and e-mail address of the faculty liaison shall be provided to the Agency and updated as necessary.
- 15) Prior to assignment of students, furnish to the Agency the following:
 - a. the completed field application containing certain personal information needed to facilitate a criminal background clearance by the Agency for the participating students at least 30 days before beginning of assignment;
 - b. a signed "Student Confidentiality Statement", attached hereto as Attachment A, for each participating student; and

- c. a statement that the participating students maintain appropriate professional liability insurance and upon request, provide proof thereof, e.g. a copy of the policy or the paid premium.

16) Ensure that participating students are informed of the above-described requirements and that:

- a. they must abide by Agency policy, rules, and regulations, including those related to services, release of sensitive information, and Agency safety and security, e.g. access and exit procedures.
- b. they are not entitled to guaranteed Agency employment at the conclusion of their participation in this practicum.
- c. they are financially responsible for the costs of their participation in this practicum, including any emergency medical treatment received for injuries and/or illnesses that may occur at the institution.
- d. Agency approval is required before clients may be used in any research project.
- e. if they contract an infectious disease during the period of time they are participating in the generalist and/or clinical experience, they must report this fact to the Agency before returning to the Agency, they must submit proof of recovery, if requested.

17) Ensure that the students participating in this practicum are not used to displace regular employees or to fill personnel vacancies that otherwise would be filled by regular employees.

18) Maintain sole responsibility for the planning and execution of the Program generally, including administration, records of student credits and grades, curriculum content, evaluation, faculty appointments, and requirements for matriculation, promotion, and graduation.

19) Appoint a Field Liaison who shall be responsible for the coordination and implementation of the generalist and/or clinical experience for approved students enrolled in the Program. The Field Liaison shall work with the Field Supervisor to develop additional operational details to implement this MOU. The name, telephone number and e-mail address of the faculty liaison shall be provided to the Agency and updated as necessary.

20) When appropriate, appoint Agency staff as Field Supervisor without any financial compensation or workers' compensation coverage from the University.

C. Both parties shall:

- 1) Cooperate in implementing this practicum, including the development of additional operational details and the scheduling of University visits by participating students.
- 2) Notify each other of events or issues that involve the safety of clients, Agency staff, or the University's students.
- 3) Inform each other of relevant changes in personnel, curriculum or the availability of learning opportunities at the earliest possible time.
- 4) Acknowledge that each party remains solely responsible for its own internal management and administration, including staff employment, faculty appointment, and employee discipline.
- 5) Comply with all applicable provisions of state and federal statutes, rules, and regulations prohibiting unlawful discrimination against employees, applicants for employment, students, or clinical training applicants because of race, color, religion, sex, age, marital status, veteran status, disability, national origin, sexual orientation, genetic predisposition or carrier status.
- 6) Promptly notify each other of any discrimination complaint made by any applicant or student regarding participation in this practicum.

III. **General Provisions:**

- A. **Financial Responsibilities.** The Agency shall pay no stipend or other monetary consideration to the University or its students or faculty, nor shall the University pay any monetary consideration to the Agency with respect to this MOU.
- B. **Period of Agreement/Termination.**
 - 1) This Agreement shall become effective upon the date of the last signature for both parties and shall remain in effect for five (5) years. It shall remain in effect during the term in office of any successive leadership of either party unless terminated or modified pursuant to procedures described below.
 - 2) This Agreement may be terminated at any time, without cause, by either party with sixty (60) days advance written notice to the other party. Notices shall be send via certified mail to the following

For the Agency:

For the University: Field Education Director
Master of Social Work Program
Saint Mary's University of Minnesota
Schools of Graduate and Professional

Progra
ms

2500 Park Avenue South
Minneapolis, MN 55404-4403

With a copy to: General Counsel
Saint Mary's University of Minnesota
700 Terrace Heights #30
Winona, MN 55987

3) After termination of this Agreement, the University shall have sole discretion to permit the completion of any student's clinical experience already in progress at the Agency.

4) Neither party shall be responsible for failures or delays in performance from acts beyond the reasonable control of such party, e.g. natural/man-made emergency.

C. Modifications. Except for additional operational details to be coordinated between the parties' liaisons, any modification to this Agreement must be in writing and signed by an authorized representative of each party.

D. Assignment. Neither party shall assign, transfer, convey or otherwise dispose of this Agreement, or any right, title, or interest herein, without the prior written consent of the other party.

E. Liability.

1) The University shall indemnify and hold harmless the Agency from any settlement or final judgment of a court of competent jurisdiction to the extent such settlement or judgment is based on the acts, omissions, or negligence of the University, or any of its trustees, officers, or employees, when acting

within the course and scope of their employment or position in connection with this Agreement. However, this provision shall not be construed as a waiver of any right or defense that the University may have against any claim that might be brought under this provision.

- 2) The Agency shall indemnify and hold harmless the University from any settlement or final judgment of a court of competent jurisdiction to the extent such settlement or judgment is based on the acts, omissions, or negligence of the Agency, or any of its trustees, directors, officers, or employees, when acting within the course and scope of their employment or position in connection with this Agreement. However, this provision shall not be construed as a waiver of any right or defense that the Agency may have against any claim that might be brought under this provision.
 - 3) The parties shall provide timely delivery to each other of any summons, complaint, process, notice, demand, or pleading arising out of, or in connection with, this Agreement.
 - 4) Each party shall cooperate with the other party in the investigation and resolution of claims and/or litigation arising out of, or in connection with, this Agreement.
 - 5) This Agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other person or entity.
- F. No Employee/Employer Relationship. This Agreement does not constitute an employer-employee relationship between the parties or between the Agency and any of the University's students participating in the generalist and/or clinical experience at the Agency.
- G. Dispute Resolution. In the event of a dispute between the parties, the parties shall use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

IN WITNESS WHEREOF, the undersigned duly authorized officials have subscribed their names.

_____ (Agency)

Name:
Title:

Date:

Saint Mary's University of Minnesota

5/29/2019

DocuSigned by:

Br. Robert Smith, FSC, PhD

46A3B324EC9F453...

Brother Robert Smith, FSC, PhD
Chief Academic Officer

Date:

Attachment A

STUDENT CONFIDENTIALITY STATEMENT

I, the undersigned, acknowledge that during the course of my participation in a generalist and/or clinical experience at (hereafter referred to as “the Agency”) that I may receive access to confidential information of the Agency that is prohibited from disclosure to others.

“Confidential Information” means information provided by the Agency that is not commonly available to the general public, or is required by law or regulation to be protected from disclosure to third parties not considered part of the Agency’s “workforce” as that term is defined by federal and state health information privacy regulations such as the Health Information Portability and Accountability Act. Confidential Information includes information contained in patient medical records and any other health information which identifies a patient; quality assurance, research or peer review information; and information concerning the Agency’s employees, services or business operations. Such information can be acquired by any means and in any form, written, spoken or electronic.

I agree not to share, disclose or discuss Confidential Information with anyone who does not have a legitimate interest in such information. I will abide by the Agency’s policies and procedures concerning the use or disclosure of Confidential Information and I will contact an Agency representative if I have any questions regarding these policies and procedures.

I will maintain and protect the privacy of the Agency’s employees, medical staff and patients in my use and disclosure of Confidential Information and I will not misuse or be careless with such information. I understand that any violation of this Agreement or the Agency’s policies related to access, use or disclosure of Confidential Information may result in significant legal ramifications for which I will be held solely responsible with respect to this Agreement.

I acknowledge that I have reviewed all of the information above. I understand that compliance with the principles, policies and procedures expressed above is a condition of my participation and continued presence at the Agency.

Name (please print)

Date

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Master of Social Work Program
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2500 Park Avenue South
Minneapolis, MN 55404-4403

With a copy to: General Counsel
Saint Mary's University of Minnesota
700 Terrace Heights #30
Winona, MN 55987

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D. Assignment. Neither party shall assign, transfer, convey or otherwise dispose of this Agreement, or any right, title, or interest herein, without the prior written consent of the other party.

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 - 4) Each party shall cooperate with the other party in the investigation and resolution of claims and/or litigation arising out of, or in connection with, this Agreement.
 - 5) This Agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other person or entity.
- F. No Employee/Employer Relationship. This Agreement does not constitute an employer-employee relationship between the parties or between the Agency and any of the University's students participating in the generalist and/or clinical experience at the Agency.
- G. Dispute Resolution. In the event of a dispute between the parties, the parties shall use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

IN WITNESS WHEREOF, the undersigned duly authorized officials have subscribed their names.

_____ (Agency)

Name:
Title:

Date:

Saint Mary's University of Minnesota

5/29/2019

DocuSigned by:

Br. Robert Smith, FSC, PhD

46A3B324EC9F453...

Brother Robert Smith, FSC, PhD
Chief Academic Officer

Date:

Attachment A

STUDENT CONFIDENTIALITY STATEMENT

I, the undersigned, acknowledge that during the course of my participation in a generalist and/or clinical experience at (hereafter referred to as “the Agency”) that I may receive access to confidential information of the Agency that is prohibited from disclosure to others.

“Confidential Information” means information provided by the Agency that is not commonly available to the general public, or is required by law or regulation to be protected from disclosure to third parties not considered part of the Agency’s “workforce” as that term is defined by federal and state health information privacy regulations such as the Health Information Portability and Accountability Act. Confidential Information includes information contained in patient medical records and any other health information which identifies a patient; quality assurance, research or peer review information; and information concerning the Agency’s employees, services or business operations. Such information can be acquired by any means and in any form, written, spoken or electronic.

I agree not to share, disclose or discuss Confidential Information with anyone who does not have a legitimate interest in such information. I will abide by the Agency’s policies and procedures concerning the use or disclosure of Confidential Information and I will contact an Agency representative if I have any questions regarding these policies and procedures.

I will maintain and protect the privacy of the Agency’s employees, medical staff and patients in my use and disclosure of Confidential Information and I will not misuse or be careless with such information. I understand that any violation of this Agreement or the Agency’s policies related to access, use or disclosure of Confidential Information may result in significant legal ramifications for which I will be held solely responsible with respect to this Agreement.

I acknowledge that I have reviewed all of the information above. I understand that compliance with the principles, policies and procedures expressed above is a condition of my participation and continued presence at the Agency.

Name (please print)

Date