



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: 9/14/17

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

RECOMMENDED BOARD ACTION: Approval

DATE FOR BOARD ACTION: 9/21/17

REPORT

Western Michigan University and South Washington County Schools, ISD #833, would like to begin a student teaching placement / clinical educational experience partnership that provides student teacher placement / clinical educational experiences in various classrooms throughout ISD 833.

Western Michigan University is requesting that this collaborative relationship become effective as of September 6, 2017, and continue thereafter until terminated by either party upon forty-five (45) days' written notice of termination.

The administration recommends approval of this agreement.

HEALTH AND HUMAN SERVICES AGENCY
AFFILIATION AGREEMENT

This Agreement is made this 6th day of September, 2017, by and between **South Washington County Schools**, hereafter called "Agency," and the Board of Trustees of Western Michigan University, for and on behalf of its College of Health and Human Services, hereafter called "University."

RECITALS

Whereas, The College of Health and Human Services includes the following departments and programs that are hereinafter incorporated by reference: Blindness and Low Vision; Holistic Health Care; Interdisciplinary Health Services; WMU Bronson School of Nursing; Occupational Therapy; Physician Assistant; Social Work; Specialty Program in Alcohol and Drug Abuse ("SPADA"); Gerontology; and Speech Pathology and Audiology; and

Whereas, University administers an educational program and seeks to provide, as part of the curriculum, supervised clinical, field education, internship, practicum, clerkship, rotation experience, hereafter called "Clinical" in appropriate health and human services fields, and

Whereas, Agency maintains and operates clinical facilities suitable for providing health and human services and supervised Clinical educational experiences for students and acknowledges the need for appropriately trained individuals, and

Whereas, University and Agency desire to make available Clinical educational experiences for students under the terms and conditions set forth herein.

The Parties hereby agree as follows:

I. Educational Program. The University will, in consultation with representatives of the Agency, plan and administer the educational program for its students at the Agency and will assume the following responsibilities:

A. The University will provide the Agency with its overall plan for the use of Clinical facilities prior to the commencement of the Clinical educational experience. The plan will include details and objectives of the University's Clinical educational program at the Agency.

B. The University will provide the Agency with the names of students in a timely manner as required by the Agency.

C. If required by Agency, the University agrees to provide pre-instruction to each student, in accordance with standards mutually agreeable to the University and Agency, and to present to the Agency only those students who have satisfactorily completed the pre-instructional program. The Agency will provide the University with all rules,

regulations, procedures and information necessary for instruction prior to the arrival of each assigned student.

D. The University will instruct all of its students assigned to the Agency that they will be required to comply with all those rules, regulations, policies and procedures of the Agency about which the Agency informs the students, including, but not limited to, rules relating to the confidentiality of consumer and Agency records and information, and to the responsibility and authority of the Agency over consumer care and Agency administration.

If required by the Agency, the University will instruct all of its students assigned to the Agency that Agency identification badges and uniforms must be worn at all times students are in the Agency.

E. The University will maintain all educational records and reports relating to the educational program completed by individual students at the Agency, and the Agency will have no responsibility respecting the same other than those agreed-upon reports from Clinical supervisors that are necessary to the University's monitoring of student progress.

F. If requested by the Agency, the University will instruct each student that he/she is required to provide the Agency with evidence that the student has met immunization requirements and has passed a physical examination of a scope and within time periods satisfactory to the Agency, and such evidence will indicate that the student was free from contagious diseases as nearly as could be ascertained by such examination.

G. The University will have full responsibility for the conduct of any student disciplinary proceedings.

H. No provision of this Agreement will prevent the Agency from refusing to accept any student who has previously been discharged for cause as an employee of the Agency, who has been removed from or relieved of responsibilities for cause by the Agency, or who would not be eligible to be employed by the Agency. The Agency will notify the University in writing of its refusal to accept a student and the basis thereof.

I. Where applicable, a criminal background check and/or drug screen, as required by and acceptable to Agency, will be conducted at the expense of student and supplied to University by student. Students with unacceptable results will not be placed with Agency for Clinical experience. It is the Agency's responsibility to inform University as to what constitutes acceptable results. In absence of direction from Agency prior to placement of student, University will determine what constitutes acceptable results.

- II. **Consumer Care Program.** The Agency will plan and administer all aspects of consumer care at the Agency. The Agency has primary and ultimate responsibility for the quality of care, service, and operations of the Agency and its consumers, and as such, Agency will have final responsibility, authority, control, and supervision over all aspects of consumer care client services and Agency operations. University students and faculty will abide by such supervision and control while acting within the scope of this agreement. In addition, the Agency will assume the following responsibilities:

A. The Agency will provide qualified supervision of University students during their Clinical educational program. Agency may, in an emergency, or in certain cases based upon applicable standards of consumer care, relieve a student from a specific assignment or require that such student leave an area or department pending a final determination of the future status of the student by the parties.

B. The Agency will cooperate with the University in the planning and conduct of the students' Clinical educational program, to the end that the students' Clinical educational program may be appropriate in light of the University's educational objectives.

C. No provision of this Agreement will prevent any consumer from requesting not to be a teaching consumer or prevent any member of the Agency medical staff from designating any consumer as a non-teaching consumer.

D. The Agency will make available to students the use of its cafeteria, conference rooms, dressing rooms, and library as available and as required by the educational program and without charge except for food consumed by the students.

E. If available, Agency will provide emergency care to students for injuries resulting from their Clinical assignment. The Agency acknowledges that the students are solely responsible for paying the costs of such services.

F. The Agency will be responsible for health and safety plans, protections, and procedures as required by law, Occupational Safety and Health Administration (OSHA), or other regulatory agencies, and will apply them to students and on-site faculty members.

G. Agency will comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, ("FERPA") and will not release information contained in educational records and reports, but will instead refer all requests for information respecting such records to the University.

H. University hereby represents and warrants that it has not been disbarred, suspended, excluded, or otherwise determined to be ineligible to participate in federal health care programs (collectively, "Disbarred") and acknowledges that Agency shall have the right to terminate this Agreement immediately in the event University is Debarred. Accordingly, University shall provide Agency with prompt notice if University receives notice of action or threat of action with respect to its Debarment during the term of this Agreement.

III. Insurance and Indemnification.

A. Each party shall indemnify and hold harmless the other, its agents, officers, employees, students, subcontractors, and volunteers from all claims, liabilities, losses, damages, expenses, and costs (including reasonable attorney fees, but excluding any settlement costs unless agreed to in writing) arising out of the acts or omissions of the indemnifying party, its agents, officers, employees, students, subcontractors, or volunteers while they are acting within the scope of the terms of this Agreement.

B. The University will inform each student of the importance of having

in force a policy of health insurance to defray the cost of hospital and medical care of any illness or injury that might be sustained while the student is participating in the Clinical educational program, and also will inform each student of the substantial monetary liability that the student might incur as a result of failure to have such insurance in force.

C. At all times during the term of this agreement, each party shall maintain liability insurance or comparable self-insurance with limits of not less than \$1,000,000 per claim and an annual aggregate of \$3,000,000 for liability claims made during and after termination of this Agreement based on conduct having occurred during the term and under the scope of this Agreement. Proof of insurance will be provided upon request by either party.

D. As a condition for indemnification, in any case in which indemnification is sought, the party seeking indemnification shall (1) promptly and timely, notify in writing the other party in this agreement when it first becomes aware of any lawsuit or other claim filed or to be filed against the party seeking indemnification or any of its employees, officers, or agents, (2) agree that the indemnifying party shall have the opportunity to defend such claim and control the litigation, settlement, and other disposition of such claim; and (3) party seeking indemnification shall fully cooperate in connection with such defense, litigation, settlement, or disposition deemed appropriate by party providing indemnification. Party seeking indemnification shall have the right, but not the obligation, to be represented by its own counsel at its own cost and expense.

IV. General Provisions.

A. In accordance with state and federal laws, each party agrees not to discriminate against any student, employee, or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identification, protected disability, veteran status, height, weight, marital status, or other legally protected class, provided however, with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Clinical educational experience.

B. Students of the University will be considered students and will not be deemed to be employees of either party for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose because of their participation in the Clinical educational program. Each student is placed with the Agency to receive Clinical experience as a part of his or her academic curriculum; the duties he or she performs are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time will students replace or substitute for any employee of the Agency. This provision will not be deemed to prohibit the employment of any such student by the Agency under a separate employment agreement that will be separately negotiated by the Agency and the individual student.

C. There will be no monetary consideration required by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties will cooperate in administering this program in a manner that will tend to maximize the mutual benefits provided to the University and the Agency.

D. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any party or person other than the Agency and the University; without limiting the generality of the foregoing, no rights are intended to be created for any consumer, student, parent, or guardian of any student, employer, or prospective employer of any student.

E. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee, or servant of the other, and each is responsible only for its own conduct.

F. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement.

G. No amendment or modification of this Agreement, including any amendment or modification of this paragraph, will be effective unless the same is in writing signed by the party to be charged.

H. Notwithstanding any other provision contained in this Agreement to the contrary, neither party waives any of its rights, defenses, privileges, and/or immunities afforded to it by law.

I. This Agreement shall be governed by and construed under the laws of the State of Michigan.

J. Where applicable, Agency and University agree to comply with, and that University will advise students that they must comply with, all applicable state and federal laws, rules, and regulations, including but not limited to, the provisions of the Health Insurance Portability and Accountability Act of 1996, ("HIPAA").

V. Term of Agreement. This Agreement will become effective as of **September 6, 2017**, and will continue thereafter until terminated by either party upon forty-five (45) days' written notice of termination; provided, however, that students then receiving instruction in any Clinical experience under this Agreement will be allowed to complete that experience hereunder.

VI. Notice. Any notice under this Agreement will be in writing and directed to:

AGENCY

**South Washington County Schools
District Service Center
7362 East Point Douglas Rd. S.
Cottage Grove, MN 55016**

UNIVERSITY

Michele Cole, Director of Business Services
Western Michigan University
College of Health and Human Services
1903 West Michigan Ave.
Kalamazoo, MI 49008-5345

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

AGENCY

UNIVERSITY

By: _____
[signature]

By: _____
(Dr. Earlie Washington)

[title]

Dean, College of Health and Human Services
(title)

By: _____
(Dr. Jim Leja)

Chair, Dept. of Blindness & Low Vision Studies
(title)

By: _____
(Michele Cole)

Director of Business Services
(title)