

ADMINISTRATIVE REPORT

DATE: March 23, 2023
TOPIC: 6.11 - Student Teacher Placement Agreement
PRESENTER: Abby Baker, Director of Human Resources
REFERENCE TO POLICY/STATUTE: School Board Policy 903.1 – Student Teacher, Field Experience, Practicum, and Internship Placements

PURPOSE OF REPORT

The School Board recognizes its responsibility to improve the quality of teacher training and the contributions students in educational programs can make to South Washington County Schools. The importance of the teacher training function to the future of education and the need to assure high quality performance in our schools requires student teachers, field experience students, practicum students, and interns to be placed with experienced teachers of demonstrated competence.

Chamberlain University is requesting a 3-year clinical affiliation agreement with South Washington County Schools.

RECOMMENDATION

Administration recommends approval of this agreement.



CLINICAL AFFILIATION AGREEMENT

THIS CLINICAL AFFILIATION AGREEMENT (the “**Agreement**”) is entered into this 23rd day of March, 2023 (“**Effective Date**”) by and between **South Washington County Schools**, its subsidiaries, affiliates and healthcare facilities covered by this Agreement with an office located at 7362 East Point Douglas Rd S, Cottage Grove, MN 55016, collectively referred to as “**Facility**” and **Chamberlain University** with an office located at 500 W. Monroe Street, Suite 1300, Chicago, IL 60661 (“**School**”), each of Facility and School being a “**Party**”, and collectively known as the “**Parties**”.

BACKGROUND

The School desires its students (each a “**Student**”, collectively known as the “**Students**”) enrolled in the following programs: Nursing (P/VN, BSN, RN-BSN option), Master of Science in Nursing (MSN) Advanced Practice Nursing Specialties (APN), and Doctor of Nursing Practice (DNP) (“**Programs**”) participate in supervised practical learning and clinical experiences (“**Clinical**”) at Facility sites listed in Exhibit B.

AGREEMENT

The Term of this Agreement begins on the Effective Date and will continue for three (3) years until terminated by either Party, with or without cause, upon ninety (90) days’ prior written notice to the other Party. The Parties may renew for an additional 3-year Term by mutual agreement at least thirty (30) days prior to the expiration of the initial Term. Subject to Section D.2, Students who are participating in a Clinical at the time of termination will be allowed to complete their Clinical under the terms and conditions of this Agreement.

A. SCHOOL RESPONSIBILITIES:

1. The School is responsible for the educational experience of Students in theoretical background, basic skill, professional ethics, attitude and behavior, and School will only assign Students to the Facility who have completed prerequisite course work. The School’s faculty members are appropriately certified and/or licensed and have the experience required by law, regulation and rules of approval and/or accreditation.
2. The School will maintain professional liability and commercial general liability insurance for itself, instructors and employees with limits as follows: General Liability of One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate and Professional Liability of One Million Dollars (\$1,000,000) per each claim and Three Million Dollars (\$3,000,000) in the aggregate. Upon request, the School will provide to Facility certificates of insurance evidencing such coverage and the School will endeavor to provide the Facility at least thirty (30) days advance written notice of any cancellation or non-renewal. Such insurance will be primary with respect to any other coverage or insurance otherwise available to the Facility as respects General Liability. Upon request, the School will provide evidence of Workers’ Compensation Insurance for any School employee at a Facility pursuant to this Agreement. Where Workers’ Compensation or other obligation for payment of benefits may arise, this Agreement will neither expand nor diminish such obligation.
3. As required by the Facility, the School will provide or, at School’s option, require Students participating in the Clinical to maintain, Student professional liability insurance of One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such Student while participating in the Clinical at the Facility. Upon request, the School will provide proof of such insurance coverage to the Facility.
4. A School faculty member will coordinate the Clinical with the Facility, including the assignment of Students participating in the Clinical.
5. As required by the Facility or otherwise noted on Exhibit A, the School will provide evidence that the Student has met all applicable requirements of CPR certification, hepatitis A and B vaccination, TB Mantoux test, Varicella and MMR immunity, Td/Diphtheria prevention, and/or compliance with OSHA requirements for prevention of transmission of bloodborne pathogens and TB. The School will provide proof of compliance to site-specific requirements if required by Facility.
6. If required by Facility, the School will provide proof that each Student and clinical instructor has undergone a criminal background check and drug screen as part of their enrollment or hiring process. If required by Facility, the School will provide Facility a copy of such.

7. As required by the Facility, Students and faculty shall maintain comprehensive healthcare insurance during the Clinical.
8. The School will notify each Student prior to the Student's arrival at the Facility that the Student is responsible for:
 - (a) Following the policies, standards, and practices of the Facility to the extent the Facility has provided the School and the Student copies of these policies, standards and practices.
 - (b) Obtaining medical care at Student's own expense for any injuries sustained as a direct or indirect result of Student's affiliation with the Facility.
 - (c) Student's own transportation and living arrangements.
 - (d) Reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility to the extent the Facility has provided the regulations to the Student.
 - (e) Conforming to the standards and practices established by the School while functioning at the Facility.
 - (f) Obtaining prior written approval of the Facility and the School before publishing any material relating to the Clinical or the clinical learning experience.
 - (g) Meeting the personal, ethical and professional standards required of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of the Joint Commission and other applicable healthcare accrediting agencies.

B. FACILITY RESPONSIBILITIES:

1. Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to provide appropriate space, personnel and resources at designated sites to the School for Clinical experiences for Students.
2. The Facility will maintain professional liability and commercial general liability insurance for itself and its employees, which covers Facility's operations at all sites where services are performed, with limits as follows: General Liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and Umbrella coverage of at least Five Million Dollars (\$5,000,000.00) and Professional Liability of One Million Dollars (\$1,000,000) per each claim and Three Million Dollars (\$3,000,000) in the aggregate. The Facility shall maintain workers' compensation insurance for its employees. The Facility will have the School included as an additional insured on the Facility's general liability insurance policies. Such insurance will be primary and non-contributory with respect to any other insurance otherwise available to the School. The Facility will provide to the School certificates of insurance evidencing such coverage and the Facility will endeavor to provide the School at least thirty (30) days advance written notice of any cancellation or non-renewal.
3. Facility will not allow Students to replace the Facility staff and will not allow Students to render service except as identified in the jointly planned Clinical experience. A member of the staff of the Facility will supervise contact between a Student and a patient, and the Facility will be responsible for all patient care at all times.
4. If required for a Clinical depending on the Program, a suitably experienced and qualified licensed professional employee of Facility will be appointed as a preceptor to administer the Clinical at the Facility ("**Preceptor**"). The Facility will identify potential Preceptors who meet the School's standards and all applicable governmental or accrediting body criteria, who will be subject to the approval of the School and such bodies. Subject to Section C. 6. (as to internal or external investigations), School shall have the right to require that a Student no longer be placed with a particular Preceptor. The Preceptor(s) will work closely with the School, which will be responsible for coordinating Clinical placements. The Facility will provide the professional and academic credentials of Preceptor(s) to the School in writing.
5. The Facility will provide the Student(s) and the School an orientation to the Facility, including, without limitation, its rules, regulations, administrative policies, standards and practices and appropriate OSHA training relevant to the Clinical.
6. The Facility will take all measures necessary to guard against improper disclosure of information in its possession, whether generated by Facility or School, regarding the School's Students who train at the Facility pursuant to this Agreement and will comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment. School will not be obligated to provide any Student information to Facility except as permissible under FERPA. Facility agrees that any educational record of any Student that is generated or maintained in Facility's custody during the Clinical, including but not limited to Student evaluations and Student attendance records, are owned by School and will be provided to School following completion of the Clinical or upon the reasonable request of School or Student(s).

7. The Facility will allow representatives of the School and/or agencies responsible for approval of the facilities for Clinicals or accreditation of the applicable Program(s) curriculum to tour the Clinical facilities, services available for Clinical experiences, and such other items pertaining to the Clinical.

8. Facility will provide emergency outpatient treatment to Students while at Facility hospital sites for a Clinical in case of accident or illness, at Students' cost.

C. JOINT RESPONSIBILITIES:

1. The School and its faculty and Facility employees will comply with all applicable state and federal laws, rules and regulations regarding patient privacy and data security, including but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8, as may be modified, supplemented and amended from time to time ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (which are known as the HIPAA Privacy and Security Rules, pursuant to the Health Information Technology for Economic and Clinical Health Act, or "HITECH"). The School will inform Students of their obligation to comply with all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, HIPAA. School will inform Students that they are required to comply with all Facility policies and procedures provided to School regarding the confidentiality of patient information and the use of all such information. The Parties will notify one another if there are any known breaches of any confidentiality obligation.

2. Both Parties agree that Students training at the Facility under this Agreement will have the status of Students in training and will not be considered employees of the Facility. Facility will not pay, or be responsible for any salary, compensation or benefits for, Students in relation to the Clinical.

3. The School and the Facility will agree to start dates and length of the Clinical for each Student.

4. The Parties will agree periodically during the term of this Agreement on the number of Students eligible to participate in the Clinical; provided, however, that the Facility may reduce the number of Students eligible to participate in the Clinical program at any time, with prior notice to the School and adequate time for the School to reassign the Student(s) to another clinical site.

5. The School and the Facility will jointly evaluate the Clinical learning experiences of the Students, and their respective staffs will communicate regularly for the purpose of reviewing and evaluating current clinical experiences being offered to Students.

6. School shall be notified by Facility of any internal or external allegations or reports of misconduct pertaining to a Student's experience during the course of the Clinical (pertaining to Facility premises or Facility's operations), including but not limited to sexual harassment complaints and ethic investigations. In the instance a Student notifies the School of sexual misconduct by a Preceptor, an agent or employee of the Facility, or another Student in the program, pursuant to Title IX of the Education Amendments of 1972 ("Title IX"), the School will investigate and parties will make reasonable efforts to cooperate with the investigation. Parties agree to meet and confer regarding any investigations pertaining to any Student(s), Preceptor(s), agents, or employees of the Facility.

7. The School and the Facility shall comply with the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008 ("ADA"), which became effective as of January 1, 2009, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and Title IX, and shall cooperate to ensure that applicable Student(s) receive reasonable accommodations.

D. REMOVAL OF STUDENTS:

1. The School may remove a Student at any time from the Clinical at the Facility for behavior that the School deems to be an immediate threat to the health or welfare of the Facility's patients, staff members, visitors or to the Facility's operations. The School will notify the Facility of such removal in writing.

2. The Facility may immediately remove any Student participating in the Clinical from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of the Facility's patients, staff members, visitors or to the Facility's operations. The Facility will notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a Student for any other reason, Facility will notify the School in writing of the reasons for the removal and will consult with the School before removing the Student. For the avoidance of doubt, Facility may not remove a Student in conflict with Section C.7 (regarding compliance with the ADA and Section 504) or in conflict with F.6 (regarding compliance with non-discrimination laws).

E. INDEMNITY

1. The School agrees to indemnify the Facility for sums the Facility becomes legally obligated to pay as damages or expenses (including reasonable defense costs) for bodily injury or property damage to the extent caused solely by the School or the School's employees' or students' negligent acts or omissions or wrongful misconduct in performance of School's responsibilities under this Agreement as provided in Sections A (School Responsibilities) and C (Joint Responsibilities) of this Agreement. The School will have no obligation to defend the Facility nor will allegations of liability trigger the School's duty to indemnify defense costs. The School shall have no obligation to indemnify the Facility for any damages or expenses the Facility incurs arising out of Facility's negligence, acts or omissions. If it is found that the Facility is solely liable, the Facility will reimburse the School all sums paid (including defense costs) under this provision.

2. The Facility agrees to indemnify the School for sums the School becomes legally obligated to pay as damages or expenses (including reasonable defense costs) for bodily injury or property damage to the extent caused by the Facility's or the Facility's employees' or agents' negligent acts or omissions or wrongful misconduct in performance of Facility's responsibilities under this Agreement. The Facility shall have no obligation to indemnify the School for any damages or expenses the School incurs arising out of the School's negligence, acts or omissions. If it is found that the School is solely liable, the School will reimburse the Facility all sums (including defense costs) paid under this provision.

F. ADDITIONAL TERMS:

1. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which will not be unreasonably withheld.

2. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement will be valid unless the same is in writing and signed by the Parties. No waiver of any provisions of this Agreement will be valid unless in writing and signed by the Parties.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

4. No Third-Party Beneficiaries. This Agreement will inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue valid and enforceable to the fullest extent permitted by law.

6. Non-Discrimination. The Parties will comply with any applicable federal, state or local laws, rules or regulations prohibiting discrimination; the Parties will not engage in unlawful discrimination or treatment because of race, color, religion, sex, national origin, military or veteran status, sexual orientation, or disability in the employment, training, or promotion of Students or personnel engaged in the performance of this Agreement.

7. Relationship of the Parties/Employment. Facility and School are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between Facility and School or any of their employees, faculty, officers, agents, or contractors. No assigned Student or School faculty member under this agreement will in any way be considered an employee or agent of the Facility, nor will any Student or faculty member be entitled to any fringe benefits, Workers' Compensation, disability benefits or other rights normally afforded to employees of the Facility. Students will not be deemed to be agents or employees of the School.

8. Governing Law; Venue. This Agreement and any claim or controversy hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof. All actions and proceedings arising out of or related to this Agreement shall be brought in a court located in Cook County in the State of Illinois.

9. Disclosure Authorization. During the term of this Agreement, Facility authorizes School to disclose the existence of this Clinical Affiliation relationship to Students and prospective Students in advising, communications and marketing materials and discussions and to regulatory and accrediting authorities as needed.

10. Notice to Parties. Any notices under this Agreement will be in writing to the following addresses, or to such other address as either Party may specify in writing from time to time:

If to the Facility:
South Washington County Schools
7362 East Point Douglas Rd S, Cottage Grove, MN 55016

Attention: Human Resources

If to the School:

Chamberlain University

500 W. Monroe Street, Suite 1300, Chicago, IL 60661

Attention: Clinical Contracts Dept.

Email: clinicalcontracts@chamberlain.edu

Telephone: (630) 487-4350

Facsimile: (877) 722-9248

With a Copy to School's General Counsel at:

Adtalem Global Education Inc.

Attn: General Counsel

500 W. Monroe Street, Suite 1300, Chicago, IL 60661

Email: atlegalnotices@adtalem.com

Facsimile: (630) 515-4555

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

South Washington County Schools

CHAMBERLAIN UNIVERSITY

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____