

ADMINISTRATIVE REPORT

DATE:	October 24, 2024
TOPIC:	5.11 - 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.

University of South Dakota Division of Health Affairs is requesting a clinical experiences for students in healthcare professions agreement with South Washington County Schools.

RECOMMENDATION

- a. Administration recommends approval of this agreement.

CONNECTION TO STRATEGIC PRIORITY

- a. Student Experience
- b. Engagement and Partnerships



AFFILIATION AGREEMENT

This Agreement, entered into this 24th day of October, 2024 between South Washington County School District, located Cottage Grove/Woodbury/St Paul Park/Newport, MN (hereinafter referred to as the “Facility”), and the University of South Dakota Division of Health Affairs (hereinafter referred to as the “School”). The Facility and the School are individually referred to herein as “Party” and collectively referred to herein as “Parties”.

WHEREAS, the purpose of this AGREEMENT is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements to provide high-quality clinical learning experiences for students in healthcare professions and allow them, through their participation in health care delivery at rural, small community, and urban sites, to become familiar with medical practice; and

WHEREAS, the School has established (an) approved clinical and/or fieldwork experience(s) for students within health care professions as designated by the specific academic program (as defined in Addendum A) covered by this Agreement (hereinafter referred to as the “Program”); and

WHEREAS, the School is ultimately responsible for the academic program, academic affairs, education/assessment of students, and appointment/assignment of faculty with responsibility for teaching; and

WHEREAS, the Program’s and the School’s administration(s) including department heads have authority to ensure faculty and student access to appropriate resources for student education; and

WHEREAS, the Program requires facilities where students can obtain the clinical learning experience required in its curriculum; and

WHEREAS, the Facility has the clinical setting(s) and equipment needed by Program’s students as part of their practical learning experience and agrees to share responsibility with the School for creating and maintaining an appropriate learning environment;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the School and the Facility agree as follows:

1. RESPONSIBILITIES OF THE FACILITY

1.1 The Facility will provide clinical experience situations and access to appropriate associated resources as required by the Program’s curriculum and in accordance with the objectives to be provided by the School.

1.2 The Facility will designate appropriate personnel to coordinate the students’ clinical learning experience in the Program. The Facility will provide orientation to students as to the Facility’s rules and policies that are applicable.

1.3 The Facility's staff will, upon request, assist the Program in the assessment of student performance and complete the student assessments in a timely fashion.

1.4 The Facility shall retain the right to remove from and deny access to its facility to (a) any student whose achievement, progress or adjustment does not warrant continuation of study at the Facility, (b) any student or faculty member who fails to conform to the applicable rules, regulations or code of conduct of the Facility, or (c) any student or faculty member whose professional or social conduct is, in the opinion of Facility personnel, disruptive or otherwise destructive to the established practices or philosophy of the Facility or its standing in the community. Such action shall be reported immediately to the Program Clinical Coordinator and the Program Director.

1.5 The Facility shall provide emergency care for the Program's students in the event of emergencies occurring while students are on duty, including exposure to an infectious or environmental hazard or other occupational injury. Exposure evaluation, treatment, and follow-up will follow procedures established for employees of the Facility. The Facility shall make these procedures available to the Program upon request.

1.6 The Facility assumes no financial responsibility for the medical care and treatment of students.

2. SHARED RESPONSIBILITIES OF THE FACILITY AND THE SCHOOL

The Facility and the School share responsibility for creating and maintaining a professional learning environment that promotes the development of appropriate professional attributes in students.

3. RESPONSIBILITIES OF THE SCHOOL

3.1 The School will retain ultimate responsibility for the education and assessment of its students. The School's representative for this Agreement shall be a department head or faculty member appointed by the School, who will be responsible for student teaching and assessment provided pursuant to this Agreement.

3.2 Upon request by the Facility, the School shall provide the Facility with the clinical learning experience(s) and objectives for the Program. The School will plan the schedules and assignments. This shall include the number of students assigned to a clinical area and the nature and extent of the clinical experiences.

3.3 The School shall provide faculty appointments and assignments for the purposes of student teaching.

3.4 The School will require all students and faculty members to abide by the rules, regulations, policies and procedures, standards of conduct and competency requirements of the Facility and to conduct themselves in a professional manner. All students and faculty shall wear the appropriate uniform or attire and display proper identification at all times while on Facility premises.

3.5 The School will require its students and faculty to comply with the policies and procedures of the Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. The School shall require that students and supervising faculty do not identify patients in papers, reports or case studies without first obtaining permission of the Facility and the patient, utilizing the patient confidentiality policies and procedures of the Facility. School policy shall require that each student or faculty member abides by the Facility's policies regarding confidentiality and the use of computer systems.

3.6 Solely for the purpose of defining the student's role in relation to the use and disclosure of the Facility's protected health information, the trainees are defined as members of the Facility's workforce, as that term is defined by 45 CFR 150.103, when engaged in activities pursuant to this Agreement. Nevertheless, the students are not and shall not be considered to be employees of the Facility.

3.7 The School requires that all students are covered by health and malpractice insurance as set forth in paragraph 4.1 below.

3.8 The School will assign to the Facility only those students who have satisfactorily completed all prerequisites in the Program's curriculum.

3.9 The School will ensure each student has a national background check and criminal screening, covering a period back to the age of majority or at least seven (7) years, prior to the student's educational experience. The background screening shall include a minimum of social security trace, county, statewide and federal criminal record histories, and a national sex offender public registry search.

3.10 The School will ensure that, prior to clinical placement, each student has had instruction in occupational exposure to bloodborne pathogens and tuberculosis, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials in accordance with the federal guidelines "Occupational Exposure to Bloodborne Pathogens". No student will be allowed into a clinical area until the training program has been completed.

3.11 The School shall ensure that each student has evidence of appropriate immunization status for, or has provided the School with an exemption form completed by a medical professional that verifies the student has a medical condition that

contraindicates receiving any of, to include but not limited to, the following: Measles (Rubeola), Mumps, Rubella; Hepatitis B Immunization and Hepatitis B Titer; Varicella/Chicken Pox Immunity; DTP (diphtheria, tetanus, pertussis)/Tdap (tetanus, diphtheria, adult pertussis); Polio; TB Skin Tests or QFT-G Blood Test; and annual influenza vaccination. In addition, the School recommends that its students receive the following vaccinations: Meningococcal (meningitis) Vaccination.

3.12 The School acknowledges that all students shall be responsible for their own transportation to and from the Facility and shall abide by all parking rules and regulations while on Facility property.

4. INSURANCE AND INDEMNIFICATION

4.1 The School agrees that all students will be covered for activities in connection with this Agreement by maintaining in force during the term of this Agreement general liability insurance with coverage limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate and professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per medical incident and Five Million Dollars (\$5,000,000) annual aggregate.

4.2 The coverage shall be written as primary coverage and not contributing with or in excess of any coverage that the Facility may have. The insurance policies shall be issued by insurance companies reasonably acceptable to the Facility.

4.3 Upon request, the School shall furnish the Facility with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) day advance written notice to the Facility of any cancellation of the above coverage.

4.4 Facility agrees to hold harmless and indemnify the State of South Dakota, the South Dakota Board of Regents, the University of South Dakota, their officers, agents or employees from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of its performance of this agreement. Nothing herein requires Facility to be responsible for any action, suit, damage, liability or other proceeding that may arise as a result of the negligence, misconduct, error or omission of the State of South Dakota, the South Dakota Board of Regents, the University of South Dakota, their officers, agents or employees.

4.5 The Facility agrees, at its own expense, to provide coverage for its activities in connection with this Agreement by maintaining in force during the term of this Agreement general liability insurance with coverage limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate and professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per medical incident and Three Million Dollars (\$3,000,000) annual aggregate.

4.6 It is hereby stipulated and agreed between the Facility and the School that with respect to any claim or action arising out of the activities described in this agreement, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees.

4.7 The Facility agrees to provide prompt written notification to the Program and School if a legal claim arises involving a student.

5. PLACEMENT

The Facility reserves the right to withhold placement of Program's students depending upon the availability of facilities and personnel to adequately provide a satisfactory experience.

6. NONDISCRIMINATION

The Facility and the School agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, race, color, creed, marital status, sexual orientation, religious belief, national origin, disability, veteran status, or any other legally protected class.

7. TERM

The term of this Agreement shall be one (1) year commencing on 01/01/25 and terminating on 12/31/25. This Agreement shall automatically renew for additional terms of one year unless terminated by either Party in accordance with this Agreement.

8. TERMINATION

Either Party may terminate this Agreement upon thirty (30) day written notice to the other Party.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the South Dakota Legislature for this purpose. If for any reason the South Dakota Legislature fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State and the University of South Dakota. Termination for any of these reasons is not a default by the State, nor does it give rise to a claim against the State.

9. INDEPENDENT CONTRACTOR STATUS

The Parties hereby acknowledge that they are independent contractors. In no event shall this agreement be construed as establishing a partnership, joint venture or similar

relationship between the Parties hereto, and nothing herein contained shall be construed to authorize either Party to act as agent for the other. The Facility and the School shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to Facility for any salaries, insurance or other benefits.

10. CONFIDENTIALITY

The students and faculty agree to abide by the limitations set forth in the Health Insurance Portability and Accountability Act (HIPAA) as described in 3.5 of this document.

The Facility and School agree to abide by the limitations set forth in the Family Educational Rights and Privacy Act (FERPA) and regulations at 34 CFR 99.33 regarding the protection of educational data. Both Parties acknowledge that this agreement allows access to educational data and agree to hold that information in strict confidence. Both Parties agree not to use or disclose educational data received from or on behalf of either institution except as permitted or required by this agreement, as otherwise required by law, or as authorized in writing by the student.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

12. NOTICES

Notices required under this Agreement shall be mailed to the Parties at the following addresses:

THE SCHOOL: Division of Health Affairs
 Attn: Marie Smith, Senior Accountant
 University of South Dakota
 1400 West 22nd Street
 Sioux Falls, SD 57105

THE FACILITY: South Washington County School District
 Attn: Andrea Helgeson
 7362 East Point Douglas Rd. S.
 Cottage Grove, MN 55016-3025

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of date first written above.

Facility

By: _____

Title: School Board Chair

University of South Dakota

By: _____

Tim Ridgway, MD, FACP, FASGE

Title: Vice President for Health Affairs
Dean, USD Sanford School of Medicine

By: _____

Haifa A. Samra, PhD, RN, CNL, FAAN

Title: Dean, School of Health Sciences

Please indicate USD Originating Department: ACP, DH, Med, MLS, Nursing, OT, PA, PH, PT, SW, HSM

Revised Aug 2023 AB

Addendum A

Clinical and/or Fieldwork Experiences may include the following educational programs with consent from the School and Health System.

Division of Health Affairs

- Sanford School of Medicine

- School of Health Sciences

 - Addiction Counseling and Prevention

 - Dental Hygiene

 - Doctor of Nurse Anesthesia Practice

 - Medical Laboratory Science

 - Nursing

 - Occupational Therapy

 - Physical Therapy

 - Physician Assistant

 - Public Health

 - Social Work

 - Undergraduate Health Sciences Major, to include Paramedic Specialization

Addendum B
Doctor of Nurse Anesthesia

The School operates a Doctor of Nurse Anesthesia program (hereafter “DNAP”) and desires to provide clinical opportunities to prepare Certified Registered Nurse Anesthetists (hereinafter “CRNAs”) and ensure that CRNA students have sufficient clinical resources to ensure graduates of the program individually meet all accreditation requirements.

The School and the Health System mutually desire that selected CRNA students receive clinical experience at the Health System.

NOW, THEREFORE, IT IS ADDITIONALLY AGREED BY AND BETWEEN THE PARTIES:

1. The Health System will provide adequate clinical resources at its facilities mutually agreed upon by the parties (“Health System Clinical Sites”) to satisfy the Council on Accreditation of Nurse Anesthesia (hereinafter “COA”) educational programs requirements.
2. The Health System and School DNAP faculty will work collaboratively on appointing a CRNA coordinator for each Health System Clinical Site which has been granted graduate faculty status by the School based on tested experience of academic preparation to guide student learning. A physician anesthesiologist may serve in this capacity.
3. For anesthesia areas, the Health System will ensure clinical supervision at Health System Clinical Sites is limited to CRNAs and physician anesthesiologists who are institutionally credentialed to practice and immediately available for consultation.
4. The Health System will provide a clinical supervision ratio of students to instructor that ensures patient safety by taking into consideration: the complexity of the anesthetic and/or surgical procedure, the student’s knowledge and ability, and the comorbidities associated with the patient. At no time will the number of students directly supervised by an individual clinical instructor in an anesthesia area exceed 2:1.
5. The Health System will restrict clinical supervision in non-anesthesia areas to credentialed experts who are authorized by the Health System to assume responsibility for students.
6. Program Director and faculty will ensure that student time commitment consists of reasonable number of hours that does not exceed 64 hours per week.
7. With respect to students participating in clinical placement who are pursuing a CRNA certification, the Health System will permit the Council on Accreditation of Nurse Anesthesia Educational Programs (“COA”) to access information that is necessary to perform its accreditation function, so long as such access is consistent with applicable law. This may include contact with Protected Health Information (PHI).