

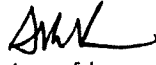
INDEPENDENT SCHOOL DISTRICT 271  
Bloomington, Minnesota

**REQUEST FOR SCHOOL BOARD ACTION**

DATE OF BOARD MEETING: June 25, 2018

SUBJECT: Memorandum of Understanding between University of Minnesota-Duluth and Independent School District 271, Volunteer Connection

ORIGINATING DEPARTMENT: Learning Supports

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Andy Kubas   
Executive Director of Learning Supports

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**RESOLUTION FOR BOARD TO ADOPT:**

RESOLVED, that the School Board of Independent School District 271 approves the Memorandum of Understanding between University of Minnesota-Duluth (UMD) and Independent School District 271, Volunteer Connection January 1, 2019-December 31, 2023.

**RECOMMENDATION OF SUPERINTENDENT:**

Approve. 

**DETAILED BACKGROUND:**

University of Minnesota-Duluth (UMD) places students from the Department of Communication Sciences & Disorders into internship and clinical experiences. The Memorandum of Understanding states Independent School District 271 will provide volunteer sites and opportunities through the Volunteer Connection. UMD will coordinate with the Volunteer Connection office to find appropriate placements in Bloomington Public Schools in accordance with requirements set forth in Policy 906, Volunteers.

The District's legal counsel and insurance carrier of record have reviewed the Memorandum of Understanding.



**UNIVERSITY OF MINNESOTA**  
**AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION**  
**between**  
**Regents of the University of Minnesota**  
**through its UMD Department of Communication Sciences and Disorders (“University”)**  
**and**  
**Independent School District No. 271 of Hennepin County, Minnesota (“Affiliate”)**

***WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION*** (“Agreement”), effective January 1, 2019, through December 31, 2023 (term may not exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at Affiliate’s sites for certain University students enrolled in the program, the parties agree as follows:

**1. Description of Affiliation.**

1.1 With this Agreement, University and Affiliate establish a program of education and training which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences.

1.2 Contact Information:

<u>Affiliate:</u> <u>Independent School District No. 271 of Hennepin County, Minnesota</u> <u>Attn: Debbie Belfry, Director of Career and Technical Education</u> <u>Coordinator of Career Development and Volunteer Connection</u> <u>Bloomington Public Schools- Pond Center</u> <u>9600 3<sup>rd</sup> Avenue South</u> <u>Bloomington, MN 55420</u> <u>Phone: 952-681-6291</u> <u>E-mail: dbelfry@isd271.org</u>	<u>University:</u> <u>University of Minnesota</u> <u>Attn: Lynette Carlson, Clinic Director, UMD</u> <u>Dept. of Communication Sciences and Disorders</u> <u>177 Chester Park</u> <u>31 West College Street</u> <u>Duluth, Minnesota 55812</u>  <u>Phone: 218-726-6151</u> <u>E-mail: lrcarlso@d.umn.edu</u>
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**2. Responsibilities of the Parties.**

2.1 Joint Responsibilities.

2.1.1 University and Affiliate will each identify a person or persons responsible for liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of the parties.

## 2.2. University Responsibilities.

2.2.1 University shall assume overall responsibility for the general educational experience of students assigned to Affiliate, which responsibility includes the following:

- a. Determination of educational goals for each student;
- b. Establishing prerequisite criteria for placement of students with Affiliate;
- c. Determination of completion of the assignment;
- d. If required, educational goals and objectives for the students in the program are outlined in Attachment \_\_\_\_\_;
- e. Provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to Affiliate;
- f. Final evaluation of student performance; and
- g. If Affiliate members who participate in training of University students are to be appointed to the faculty of the University of Minnesota, then Affiliate faculty members shall be appointed in accord with the policy of University in effect at the time of appointment.

2.2.2 For students who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, the students will be required to provide proof of immunization for measles (rubeola), mumps and rubella or positive titre; annual influenza; chicken pox (varicella), documented positive history, or positive titre; pertussis; hepatitis B series or documented immunity; and evidence of annual tuberculosis test or a statement from a provider stating that the student does not have active tuberculosis (TB). Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.

2.2.3 At the request of Affiliate, University will require students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§ 144.057 and 245A.04 as a pre-requisite to participation in the program.

2.2.4 University certifies that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including pupils receiving health services in an educational setting, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.

2.2.5 University shall require that students carry hospitalization and medical insurance. Neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during the affiliation.

2.2.6 University shall inform students that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.

within the scope of its coverage all University students for activities performed within the course and scope of their duties under this agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, University will provide a certificate of insurance evidencing such coverage.

3.2. University agrees to defend, hold harmless, and indemnify Affiliate, its officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of University, its employees, agents, or representatives (including students) during the performance of its obligation under this agreement. University's liability is governed by the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

3.3. The liability of Affiliate shall be governed by the provisions of the Minnesota Municipal Tort Claims Act, Minn. Stat. Chapter 466, and other applicable law.

3.4. Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees, and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the Affiliate, its employees, agents, or representatives, during the performance of its obligations under this agreement.

**4. Financial Terms. (Check appropriate financial description.)**

Financial arrangements between our program and your site, including stipends, benefits and other costs as agreed by the parties, are set forth in Attachment A.

None

**5. Other Terms.**

5.1 This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.

5.2 Neither University nor Affiliate shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, sexual orientation, gender identity, or gender expression.

5.3 This Agreement supersedes all other affiliation agreements that are the subject of this Agreement existing between University and Affiliate, whether executed at the institutional or college program level.

5.4 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.

**ATTACHMENT A**

**HONORARIUM TO BE PAID**

For each student placed at the Affiliate's site, the CDS Department will offer an honorarium, to be paid at the completion of the internship, as follows:

\$75 for a part-time internship.

\$150 for a full-time internship.