

**NEW MEXICO HIGHLANDS UNIVERSITY
SCHOOL OF SOCIAL WORK
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is made and entered into this ____ day of October, 2008, effective September 22, 2008, between NEW MEXICO HIGHLANDS UNIVERSITY SCHOOL OF SOCIAL WORK (NMHU) and The School Board of Sarasota County, Florida (Agency). The parties hereto jointly agree to provide practicum instruction for NMHU students according to the terms of this Memorandum of Agreement (the Agreement). The Agreement shall become effective when executed by the parties and shall remain in effect for a period of one year. Within one (1) month of the termination date of the Agreement, the parties shall review it for the purpose of considering renewal. Prior to the termination date of the Agreement, either party may terminate the Agreement for good cause by providing one (1) month prior written notice to the other party. "Good cause" shall include, but shall not be limited to, a material violation of any term, condition or policy of 1) the Agreement, 2) the most recent edition of the NMHU Field Practice Manual (the Field Manual), 3) the NMHU Academic/ Behavioral Code (the NMHU Code), or 4) the Agency.

PROVISIONS:

1. Agency and NMHU shall comply with the provisions of a) Title VI, *Civil Rights Act of 1964* (respecting affirmative action), including any amendments thereto, b) Section 504, *Rehabilitation Act of 1973*, including any amendments thereto, and c) the *Americans with Disabilities Act*, including any amendments thereto.
2. Assignment of students to the Agency shall be made jointly by NMHU and Agency. The parties agree that a student may be asked to withdraw from the Practicum a) for academic deficiency or behavioral misconduct as defined by NMHU policies and/ or the NMHU Code, b) any material violation of Agency policy, including but not limited to the Code of Ethics, or c) in the event Agency is unable to comply with, or is in material violation of, any term, condition or policy of the Agreement or the Field Manual. Reasons for such action shall be specified in writing.
3. The appointment of Agency personnel to serve as practicum instructors to students assigned to the Agency shall be made jointly by Agency and NMHU.
4. Any time schedule established under this paragraph for the student's completion of the practicum shall be consistent with the following requirements:
 - a) Agency and NMHU shall jointly i) establish a time schedule for each student's fulfillment of the practicum, ii) require each practicum student to keep a written log setting forth the number of hours completed at the Practicum and any other information that may be required by the Field Manual, and iii) recommend a grade for each student in conformance with the policies and format established by NMHU and the NMHU code.
 - b) Student shall be required to complete a set amount of hours per academic year in accordance with Council on Social Work Education (CSWE) accreditation standards. The number of hours shall be determined by the field consultant, field instructor and student consistent with NMHU policies.

- c) In the event Agency's internal policy requires a field practicum student to perform services and/or contribute time above and beyond that required by NMHU for fulfillment of the Practicum requirement, then Agency, student and the NMHU Director of Field Education (or his/her designee) shall jointly identify and approve such additional terms and shall attach to this Agreement written description of additional requirements and also document them within the Learning Contract as described in paragraphs 4a and 6 of the Agreement.
 - d) No modifications of a student's time schedule shall be required or permitted unless first approved in writing by the NMHU Director of Field Education (or his/her designee).
5. Neither party shall be responsible for liability incurred as a result of the other part's acts or omissions in connection with this Agreement. NMHU shall indemnify and hold harmless the Agency and its employees and agents against any liabilities, claims, damages and expenses, including reasonable attorney's fees, relating to or arising out of any act or omission of NMHU or its students or agents under this Agreement. This provision is not intended to and shall not be construed to waive any sovereign immunity to which NMHU may be entitled.
 6. Agency and NMHU shall assist the student in the development of a Learning Contract outlining specific educational objectives to be achieved by the students through the field practicum, together with a time schedule for the completion of those objectives. The Learning Contract shall be consistent with the policies and objectives established by NMHU and any course syllabi now in effect or to be developed outlining field practicum course work.
 7. Agency and NMHU shall prohibit the publication by field practicum students and/or faculty of any material relating to the practicum experience that has not first been approved for publication in writing by the Agency and NMHU.
 8. Agency and NMHU shall require any student proposing to engage in human participant research at the field practicum site to submit any such proposal for prior approval by the Human Subjects Committee of New Mexico Highlands University, to the extent required by the NASW Code of Ethics and any appertaining laws and administrative rules.
 9. Prior to going on to school grounds while students are present, any student assigned to the Agency will be fingerprinted and have his/her background checked as provided by Florida law. The student will coordinate with the Agency to arrange a mutually convenient time for the Agency to conduct the fingerprinting, at the student's expense. The Agency has the right to reject any student access to its property in the event the student's background check does not meet the requirements established by the Agency pursuant to Florida law.
 10. It is mutually understood and agreed that any student assigned under this Agreement is at all times acting and performing as an independent contractor in the performance of all obligations hereunder. The Agency shall not pay NMHU or any student for services nor shall the Agency withhold, or in any way be responsible for, the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions or any other payments for or on behalf of any student assigned.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

NMHU Responsibilities:

12. NMHU shall provide Agency with copies of a) the Field Manual, and b) any supplementary materials reflecting NMHU policies and objectives relating to practicum instruction.

13. NMHU shall appoint a Field Consultant to serve as a facilitator for communication among the Agency, field instructor, students and school. The field consultant's duties shall be as set forth in the Field Manual. The field consultant shall conduct agency site visits as required by NMHU and CSWE.

14. When requested by Agency, or when required by NMHU and CSWE, NMHU shall provide opportunities for the professional development of field instructors, as follows:

a) NMHU shall provide, where possible, seminars, trainings, workshops, regional meetings, and appropriate educational material.

b) To the extent consistent with NMHU policies and the policies and standards of CSWE and the New Mexico Board of Social Work Examiners, participating field instructors may qualify to be granted adjunct professor status at NMHU.

AGENCY Responsibilities:

15. Agency shall provide the student with a workload consistent with the terms of the Learning Contract developed by the parties and student, and shall not modify any such terms without the prior approval of the student and field consultant.

16. Agency shall inform NMHU of any change in Agency policy, procedure and/ or staffing that might impact on practicum instruction or on Agency's ability to carry out the terms and conditions of this Agreement.

17. Agency shall ensure that any field instructor assigned to instruct students shall be available for site visits conducted by the field consultant for the purpose of evaluating and grading the student's field performance.

18. Agency shall allow attendance by field instructors at any mandatory training session(s) sponsored by NMHU pursuant to this Agreement.

19. Agency shall assign no more than two field students per field instructor, regardless of discipline.

20. Agency shall provide the student with work space, materials, supplies and phone access needed to complete practicum responsibilities.

21. In the event Agency intends to seek reimbursement by a third party for services provided by a field practicum student pursuant to this Agreement, Agency shall attach to this Agreement written verification of its intent to seek reimbursement, identifying a) the payor to be billed, b) the proposed method for documenting the student's time and service, and c) the licensee authorized to seek third party reimbursement. The Agency's intent to seek third party reimbursement must be signified by the agency representative acknowledgement below:

Will seek 3rd party reimbursement.

Will not seek 3rd party reimbursement.

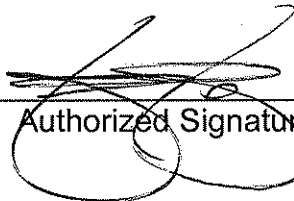
The School Board of Sarasota County, Florida
Agency Name

Dr. Kathy Kleinlein, Chair

Title

Date

New Mexico Highlands University
School of Social Work


Authorized Signature

Director/Coordinator, Field Education

9/18/08
Date

Approved for Legal Content
September 19, 2008, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH