


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: April 8, 2019

SUBJECT: Memorandum of Understanding for Student Educational Experience between Herzing University, Ltd., and Independent School District 271 for the Volunteer Connection

ORIGINATING DEPARTMENT: Academic Services


APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Eric Melby, Ed.D. 
Assistant Superintendent

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves the Memorandum of Understanding for Student Education Experience between Herzing University, Ltd., and Independent School District 271 for the Volunteer Connection.

The Memorandum of Understanding shall be effective when fully executed by both parties and shall remain in effect for one (1) year. The Memorandum of Understanding shall renew automatically for additional one (1) year periods until either party notifies the other party in writing of its intent not to renew.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

BACKGROUND:

The Memorandum of Understanding will provide Physical Therapy settings for practicum experiences to support quality education for Herzing University students.

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

MEMORANDUM OF UNDERSTANDING FOR
STUDENT EDUCATIONAL EXPERIENCE

HERZING[®]
— UNIVERSITY —

This Agreement for Student Educational Experience (the "Agreement") is entered into by and between Herzing University, Ltd., (hereafter "University"), and Independent School District No. 271 (ISD 271) (hereafter "Facility").

RECITALS

- A. The University wishes to provide practicum experiences for students enrolled in OTA programs (hereafter "Students").
- B. The Facility operates a OTA facility or department and has the capability, through its records, administration, equipment and environment, to provide settings for practicum experiences required by such Students and desires to provide a setting for such educational experiences in cooperation with the University in order to support quality education for OTA professionals in the community.

NOW, THEREFORE, the parties agree as follows:

1. Responsibilities of the Facility. The Facility agrees to serve as a cooperating facility and provide practical experiences for Students at the Facility in the University's program. This will be accomplished by allowing Student participation in training as set forth in this Agreement. The University, in consultation with the Facility, shall schedule and arrange for the number and timing of such experiences. The Facility hereby agrees as follows:
 - a. To observe the non discrimination policy of the University: that Students are accepted without discrimination as to race, color, creed, or sex, subject to the Facility's right to terminate practical experiences as set forth in subparagraph 3-d.
 - b. To provide practical practice and/or observational opportunities in the appropriate service departments of the Facility.
 - c. To allow Students, at their own expense, to use the dining and other facilities.
 - d. To make available to Students emergency care and treatment in the event of illness or injury occurring in the Facility during training instruction. All charges for treatment shall be the responsibility of the Students, or in the case of a minor, his or her parents.
 - e. To provide information pertinent to evaluation of Students and the practicum experience in general to the University at the University's request.
 - f. To provide the University and Students with access to copies of the Facilities policies, procedures and regulations which are pertinent to the practicum experience.

2. Responsibilities of University. The University agrees:
 - a. In cooperation with the Facility, orientation to and enforcement of requirements that all Students abide by the policies, procedures, rules, and regulations of the Facility, including standards for dress, grooming, and personal hygiene.
 - b. Provision of general liability insurance coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and professional liability insurance coverage of \$2,000,000 per claim and \$6,000,000 in the aggregate covering acts/or omissions by Students during practicum experiences hosted by the Facility. The University shall immediately notify the Facility of any changes, limitations, or termination of insurance coverage and provide evidence of such insurance upon request by the Facility.
 - c. Require Students to comply with the Facility's policies and procedures governing infection control, and hazardous materials management. Upon the Facility's request, any Student that the Facility believes to be in violation of its policies and procedures shall be removed by the University.
 - d. Compliance with all Facility requirements for verification of each Student's health and immunization status. All required verification will be maintained at the University and made available to the Facility upon request. Facility must notify University of such requirements in writing prior to the start of the Student Educational Experience.
 - e. Provide orientation and education of all Students in confidentiality rules, in cooperation with the Facility, enforcement of a requirement that all Students follow the Facility's policy with regard to confidential information, including obtaining signed confidentiality agreements and compliance with all policies and procedures adopted by the Facility to comply with the privacy or security final regulations. Upon the Facility's request, any Student that the Facility believes to be in violation of its policies and procedures shall be removed by the University.

3. Conditions. This Agreement shall be continuously subject to the following conditions accepted by each of the parties:
 - a. The University shall provide the Facility with estimates of the number of Students desiring to be placed in the outlined department(s). The Facility may close units to Students' practicum experiences at any time, without notice. At least two (2) weeks' prior to the beginning of new Students' placements, the University shall notify the Facility's contact person of the names of each of the Students to be included in the next placement.
 - b. The Facility, University and Students are independent contractors in their relationships to one another. It is understood that Students are not employees of the Facility, do not receive compensation or benefits in connection with their activities at the Facility, are not provided workers' compensation insurance, and shall not act as agents or employees of the Facility.
 - c. Each party agrees to accept and is responsible for its own acts and/or omissions in providing services under this Agreement as well as those acts or omissions of its employees and agents or Students, as the case may be, and nothing in this Agreement shall be construed as placing any responsibility of such acts or omissions onto the other party.

- d. The Facility has the right to terminate a Student’s Educational Experience whenever, in the judgment of the responsible Facility personnel, such action is necessary to preserve smooth operations and the quality of client services. The Facility must notify the University immediately of any termination action.
 - e. The Facility and University shall indemnify and hold each other harmless, their agents, students, and employees, from any and all liability, damage, expense, cause of action, suits, claims of judgments arising from injury to person or personal property or otherwise which arises out of the act, failure to act or negligence of the Facility or University, its agents and employees, in connection with or arising out of the activity which is the subject of this Agreement.
4. Term and Termination. This Agreement shall be effective when fully executed by both parties, and shall remain in effect for one (1) year. This Agreement shall renew automatically for additional one (1) year periods, until either party notifies the other party hereto in writing of its intent not to renew. Either party may terminate this Agreement at any time upon thirty (30) days notice to the other party. In the event of a termination of the Agreement, any Student(s) currently completing a Student Educational Experience at Facility will be allowed to complete their experience as previously agreed to by both parties.
5. a. Contact Persons and Notices. The designated individuals for contact and notice purposes shall be, in the case of the University:

Name: Clarice Cihikazawa, MS, OTR/L
 Title: Assistant Professor/Academic Fieldwork Coordinator
 Organization: Herzing University
 Address: 435 Ford Road
 Phone: 763-231-3184
 Email: cchikazawa@herzing.edu

And, in the case of the Facility:

Name: Maureen Bartolotta
 Title: School Board Chairperson
 Organization: Independent School District No. 271
 Address: 1350 W 106th St, Minneapolis, MN 55431
 Phone: 952-832-5280
 Email: mbartolotta@isd271.org

- b. Official Signatory. The designated individual to approve and sign documents for the University shall be:

Representative: Chief Financial Officer and/or Designee
 Organization: Herzing University
 Address: W140 N8917 Lilly Road, Menomonee Falls, WI 53051

6. Miscellaneous. The following additional conditions apply to this Agreement:
- a. Severability. In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
 - b. Assignment. This Agreement is personal to the parties and may not be assigned or transferred without written consent of the other party.
 - c. Waiver. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.
 - d. Recitals. The recitals are intended to describe the intent of the parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.
 - e. Amendment. This Agreement may be amended only by written agreement of the parties.
 - f. Applicable Law. This Agreement shall be interpreted according to the law of the state of Minnesota.
 - g. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and subsumes and incorporates all prior written and oral statements and understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates set opposite their respective names.

University:	Herzing University, Ltd.	and	Facility:	ISD 271-Bloomington Public Schools
Signature: _____				
Printed Name: Kevin McShane		Printed Name: Maureen Bartolotta		
Title: Vice President of Educational Funding & Compliance		Title: School Board Chairperson		
Phone Number: (866) 508-0748, ext. 66638		Phone Number: 952-832-5280		
Email Address: kmcshane@herzing.edu		Email Address: mbartolotta@isd271.org		
Date: _____		Date: _____		