

**GENERAL MEMORANDUM OF AGREEMENT BETWEEN THE UNIVERSITY OF HAWAII
AND THE COMMUNITY AGENCIES FOR PROVIDING FIELD PRACTICUM
OPPORTUNITIES TO STUDENTS AT THE SCHOOL OF SOCIAL WORK**

I. BACKGROUND

- A. The Board of Regents of the University of Hawaii has established and approved professional educational program for the preparation of social work. This program requires field practicum opportunities where the student can acquire the necessary education/training experiences required by the School of Social Work.
- B. This memorandum of agreement incorporates the formal commitments mutually agreed to by the **University of Hawaii**, hereinafter referred to as "School" and _____, hereinafter referred to as the "Practicum Instruction Facility."
- C. The Practicum Instruction Facility has the necessary facilities and resources for social work students to meet the School's educational requirements.
- D. There will be no expense to the Practicum Instruction Facility as a result of participation in this program, other than expenses incidental to student instruction. Any work benefits received by the Practicum Instruction Facility are incidental to the student's learning.
- E. There shall be no monetary obligation on the part of either School or Practicum Instruction Facility.

II. GENERAL INFORMATION

- A. The course of instruction will cover a period of time arranged between the School and the Practicum Instruction Facility. The beginning dates and termination dates as well as the length of experience shall be mutually agreed upon by both the School and Practicum Instruction Facility.
- B. The number of students eligible to participate in this program will be mutually determined by agreement of the parties and may be altered by mutual agreement.
- C. It is agreed by both parties that there shall be no discrimination on the basis of race, color, religion, sex, age, disability or national origin.

III. RESPONSIBILITIES

A. School's responsibilities.

1. The School will provide the name of each student and any other relevant information requested by the Practicum Instruction Facility in order to make effective educational assignments which are appropriate to the student's training and objectives.
2. The School will instruct its faculty and students participating in the Program to abide by Practicum Instruction Facilities rules and regulations.
3. The School will designate a faculty member to act as the liaison person designee of the Practicum Instruction Facility.
4. The School will be responsible for damages or injury caused by School's agents, officers, and employees in the course of their employment, under the terms of this Agreement, to the extent that School's liability for such damage or injury has been determined by a court or otherwise agreed to by the School, and the School shall pay for such damages and injury to the extent permitted by law and approved by the Legislature.
5. School is responsible to require that students participating in the Program are appropriately covered by professional liability insurance with limits of liability not less than \$1,000,000.00 (One Million) per occurrence, \$3,000,000.00 (Three Million) aggregate.

B. Practicum Instruction Facility's Responsibilities.

1. The Practicum Instruction Facility will maintain records on each student's performance to provide an evaluation to the School.
2. To instruct School's students and faculty members participating in the Program of all policies, procedures, rules and regulations of Practicum Instruction Facility.
3. The Practicum Instruction Facility may request the School to withdraw from the field instruction program any student whose performance is unsatisfactory, whose personal characteristics prevent effective professional relationships within the Facility, or whose health status is a detriment to the student's successful completion in the program.
4. The Practicum Instruction Facility shall, during normal business hours and on reasonable requests, permit the inspection of its facility, its services, students' records and such other items pertaining to this program by representatives of the school.

5. The Practicum Instruction Facility shall designate and submit in writing to the School the names and professional and academic credentials of a person(s) to be responsible for the field practicum program. This person(s) shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of this program. The responsible person(s) designated by the Practicum Instruction Facility shall be referred to as the field practicum instructor.
6. The Practicum Instruction Facility shall notify the School of any change(s) or proposed change(s) in the field practicum, including changes in the instructional personnel.
7. Except to the extent disclosure of the same is required by applicable law or by order of a court or governmental agency the Practicum Instruction Facility shall treat all student background information whether provided by the School or by the student, as confidential material. All records provided to the Practicum Instruction Facility by the School remain School property, and shall be returned to the School following the completion of the student's field practicum experience.
8. The Practicum Instruction Facility will be responsible for damages or injury caused by Practicum Instruction Facility's agents, officers, and employees in the course of their employment, under the terms of this Agreement, to the extent that Practicum Instruction Facility's liability for such damage or injury has been determined by a court or otherwise agreed to by Practicum Instruction Facility, and the Practicum Instruction Facility shall pay for such damages and injury to the extent permitted by law.
9. Practicum Instruction Facility shall obtain and maintain a policy of insurance or self-insurance to cover its obligations herein.

C. Status of Students.

Students shall not be deemed to be, or treated as, an officer, agent and/or employee of the School or the Practicum Instruction Facility. The School or Practicum Instruction Facility shall have no obligation under this Agreement or otherwise to compensate, pay applicable taxes for, or provide employee benefits of any kind (including but not limited to, paid time off, sick leave, retirement benefits, social security, workers' compensation, health, disability, professional liability or unemployment insurance benefits, any withholding taxes or other employee benefits of any kind) (collectively, "Compensation") to any student. Practicum Instruction Facility shall obtain appropriate releases and waivers from all students participating in the Program at the Practicum Instruction Facility, acknowledging and agreeing that they are not officers, agents and/or employees of the School or Practicum Instruction Facility for any purpose whatsoever and that they shall not have any claim under this Agreement for Compensation.

IV. DEPARTMENTAL LETTER AGREEMENT AUTHORIZED

Recognizing that the specific nature of the social work experience may vary within the Practicum Instruction Facility, it is agreed by the School and the Practicum Instruction Facility that, following execution of this agreement and within the scope of its provision the School may develop a letter of agreement with counterparts in the Practicum Instruction Facility to formalize operational details of the social work education program.

V. TERM OF AGREEMENT

- A. This agreement may be renewed for three (3) years with a two (2) year option upon agreement of the parties. Provided, however, that either party hereof shall have the right to terminate this agreement at any time upon not less than three (3) months' written notice; provided further, that in no event shall the term of this agreement exceed five (5) years.
- B. It is understood and agreed that the parties to this agreement may modify this agreement by written amendment when both parties agree to such amendment.
- C. This agreement shall be effective when executed by both parties.

Practicum Instruction Facility:

1) By: _____

Date

School of Social Work:

By: _____
Dean

Date

University of Hawaii:

By: _____
Gary K. Ostrander
Vice Chancellor
Research & Graduate Education

Date