

**SOCIAL WORK
FIELD PLACEMENT AGREEMENT**

This Agreement made this _____ day of _____, 20_____, by and between _____, located at _____, hereinafter called "Agency," and Saginaw Valley State University of University Center, Michigan, hereinafter called "University."

WHEREAS, The parties wish and intend by this Agreement to set the terms and conditions of engaging in a program for the social work field instruction at the Agency of students enrolled in the University's Social Work Program.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. Education Program

The University shall, in consultation with representatives of the Agency, plan and administer the educational program for its students at the Agency and shall assume the following responsibilities.

- A. The University shall provide the Agency with its overall plan for social work field instruction. The plan shall include details of the University's educational program at the Agency, including the learning objectives, instruments for evaluation of student performance, and the social work field instruction manual. The University shall modify its educational instruction manual. The University shall modify its educational program as necessary to accommodate the reasonable requirements of the Agency.
- B. The University will provide the names of students as soon as possible after registration for each semester.
- C. The University agrees to provide adequate instruction to each student in accordance with approved standards, and to present for social work field instruction at the Agency only those students who have satisfactorily completed the instructional program.
- D. The University shall endeavor to instruct all of its students assigned to the Agency with regard to the general practice of social work within organizations including but not limited to the confidentiality of client and Agency records and information, and to the responsibility and authority of the Social Work and administrative staff of the Agency over social work services and Agency administrative staff of the Agency over social work services and Agency administration.

- E. The University shall maintain all educational records and reports relating to the educational program completed by individual students at the Agency, and the Agency shall have no responsibility respecting the same. The Agency shall refer all requests for information respecting such records to the University. The University agrees to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.
- F. The University shall have full responsibility for the conduct of any student disciplinary proceeding and shall conduct the same in accordance with all applicable statutes, rules and regulations respecting the maintenance of and release of information.

2. Social Work Field Instruction

The agency shall plan and administer all aspects of social work services for the Agency's clients and shall assume the following responsibilities.

- A. The Agency shall provide qualified supervision of all social work activities. Agency supervisory personnel may, in an emergency, or in certain cases based upon applicable standards of social work services, temporarily relieve a student from a specific assignment or require that such student leave an area pending a final determination of the future status of the student by the parties.
- B. The Agency shall cooperate with the University in the planning and conduct of the students' field experience, to the end that the students' field experience may be appropriate in light of the University's educational objectives.
- C. No provision of this Agreement shall prevent any client from requesting not to receive social work services for a student or prevent the Agency's director from designating any client as ineligible to receive social work services from a student.
- D. The Agency shall make available to students the use of its conference rooms, office space and library as available and as required by the educational program and without charge except for food consumed by the student.

3. General Provisions

The parties mutually acknowledge and agree as follows:

- A. The University agrees that statutory and common law theories and principles of indemnification, contribution and equitable restitution shall govern and apply to claims, cost, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by actions or omissions of the University, its employees and students pursuant to this Agreement. The Agency agrees that statutory and common law theories and principles of indemnification, contribution and equitable restitution shall govern and apply to claims, cost, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by the actions or omissions of the Agency or its employees pursuant to this agreement.
- B. The University shall provide professional liability insurance for students with policy limits satisfactory to the Agency and the University.

- C. Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this program.
- D. Students of the University shall not be deemed to be employees of the Agency for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose because of their participation in the educational program. Each student is placed with the Agency to receive social work experience as part of his or her academic curriculum. Those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time shall students replace or substitute for any employee of the Agency. This provision shall not be deemed to prohibit the employment agreement. The University shall notify each student of the contents of this paragraph.
- E. The social work field instruction program contemplated by this Agreement will include field instruction, wherein students will be directly supervised by a staff member of the Agency rather than by a member of the faculty liaison to collaborate with the field instructor. The field instructor shall assume responsibility for student guidance and direction, shall orient students to the Agency's policies and procedures, and shall participate in written evaluations of student performance.
- F. There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to the University and Agency.
- G. This Agreement is intended solely for the mutual benefits of the parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any party or person other than the Agency and the University. Without limiting the generality of the foregoing, no rights are intended to be created for any client, student, parent or guardian or any student, employer or prospective employer of any student.
- H. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.
- I. The Agency agrees that the placement of social work students of the University is for social work field instruction as described in this Agreement and is by mutual agreement of the student, the Agency, and the University.
- J. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement.
- K. No amendment or modification to this Agreement, including any amendment or modification to this paragraph, shall be effective unless the same is in writing signed by the party against whom such amendment or modification is sought to be enforced.

4. Terms of Agreement.

This Agreement shall become effective as of _____, 20____ and shall continue thereafter until terminated by either party upon forty-five (45) days' written notice of termination; provided, however, that the students then receiving instruction in any program shall be given an opportunity to complete the full program during that instructional period.

5. Additional Provisions.

Additional terms of this Agreement, if any, are included in Exhibit A (attached).

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the day and year first written above.

Saginaw Valley State University

Agency:

By _____
James G. Muladore

Its: Vice President for Administration
and Business Affairs

By: _____

Date: _____

Typed or Printed Name:

Title: _____

Date: _____

EXHIBIT A

(Additional items, if any, to Field Placement Agreement dated _____.)

The above terms are agreed to and become part of the Field Placement Agreement.

Saginaw Valley State University

Agency:

By _____
James G. Muladore

Its: Vice President for Administration
and Business Affairs

By: _____

Date: _____

Typed or Printed Name:

Title: _____

Date: _____