



THE CATHOLIC UNIVERSITY OF AMERICA

*National Catholic School of Social Service
Washington, DC 20064
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STATEMENT OF AGREEMENT
between NCSSS and a Federal Agency

This Affiliation Agreement is made this _____ day of _____, 20____, by and between THE CATHOLIC UNIVERSITY OF AMERICA, Washington, D.C., on behalf of the National Catholic School of Social Service, hereinafter referred to as the "School" and the following federal agency, hereinafter referred to as the "Site."

WHEREAS, the University is an educational institution providing a degree program in Social Work; and

WHEREAS, Social Work students obtain a range of social work experience, including work with/on behalf of individuals, families, communities and/or groups in an approved organization with provision of regular supervision (hereinafter "internships"); and

WHEREAS, the Site possesses the facilities and professional expertise to provide social work practice assignments to students enrolled in the School's Social Work degree program,

NOW, THEREFORE, the following are the complete terms and conditions that the parties intend to be legally bound:

I. Duties and Responsibilities of the School

A. Administration of Program: The School shall assume responsibility for the administration of the internship, including, but not limited to, curriculum development, grading, requirements for matriculation, credits, scheduling, and required number of internship hours.

B. Policies of the Site: The School shall inform all students and faculty of their responsibilities under this agreement including their obligation to abide by the rules and regulations of the Site.

C. Number of Students: The School shall provide the Site with the number of students to be mutually agreed upon for the days and hours mutually agreed upon.

D. Health Status: The School shall require students participating in the internship to meet the health requirements of the Site and/or state regulatory agency. Proof of compliance must be made before participation in the program.

E. Liability Insurance: The University shall provide and maintain bodily injury, property damage, and professional liability insurance with a minimum limit of \$1,000,000 per claim and an aggregate of \$3,000,000 per occurrence. The faculty and students of the National Catholic School of Social Service will be required to carry professional liability insurance in the stated amount. In the event of student/faculty negligence, the University's insurance coverage shall preempt insurance held by the Site.

F. Indemnification: The University shall indemnify and hold harmless the Site and, if applicable, the City/State, its departments, agencies, officials, employees, agents and servants against claims of liability or expense arising from any direct or indirect, willful or negligent action or omission of the School or its agents participating in this program.

G. Transportation: Students shall be responsible for their own transportation to and from placement sites.

H. Notification: The School shall notify the Site of any changes in faculty, curriculum, and policy that may affect the internship program.

II. **Duties and Responsibilities of the Site**

A. Structure of the Internship: The Site shall provide facilities and social work practice appropriate for successful completion of an internship. In addition, the Site agrees to provide learning experiences that are compatible with the missions of the School.

B. Internship Coordinator: The Site shall appoint an employee to serve as field coordinator between the Site and the School.

C. Orientation: The Site shall orient the faculty and students to the rules, regulations, and practices of the facility.

D. Reservation of Rights: The Site may reserve the right to discipline any student or faculty member who fails to comply with facility policies and procedures. Discipline may result from conduct or work that interferes with the Site's ability to care for patients or impairs the student from benefiting from the internship. The Site shall notify the Director of Field Education or the Associate Dean.

F. Student Evaluations: The Site shall provide the School with all information requested concerning a student's internship performance.

E. Student Records: Pursuant to the Family Educational Rights and Privacy Act (FERPA), the Site shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law or under the terms of this agreement.

F. Liability: The Site shall maintain in force during the term of this agreement, self-insurance to cover claims of bodily injury and property damage, insuring itself and its agents and employees for their acts, failures to act, or negligence, rising out of, or caused by, the activity which is the subject of the agreement.

G. Indemnification: The parties agree that the Site, as a federal agency, may be subject to liability for the acts or omissions of its employees only to the extent provided for in the Federal Tort Claims Act, 28 U.S.C. § 1371 et seq., or other statutory waiver of the sovereign immunity of the United States.

III. **Mutual Terms and Conditions**

A. Duration of Agreement: This agreement shall commence with the beginning of the academic year, _____ or at another mutually agreeable date, and shall be considered renewed from academic year to academic year unless either party seeks to terminate this agreement.

B. Termination of Agreement: The School and/or the Site may terminate this agreement, for any reason, by giving the other party written notice thirty (30) days prior to the effective date thereof.

C. Modification of Agreement: All modifications, waivers, or alterations to this agreement must be approved in writing by both parties.

D. Interpretation of the Agreement: This agreement shall be governed by the laws of the District of Columbia.

E. Relationship of Parties: The School and the Site shall be considered independent contractors to one another. This agreement shall not create a partnership, joint venture, or association between the School, any of its students, and the Site.

F. Nondiscrimination: Neither party to this agreement shall discriminate pursuant to Title VI of the Civil Rights Act of 1964 with respect to race, age, sexual orientation, color, creed, or national origin; Title IX of the Educational Amendments of 1972; and relevant provisions of the Americans with Disabilities Act.

G. Objections of Conscience: The parties agree that no student or faculty of the School will be required to participate in any procedure which is contrary to his or her religion or conscience.

H. Reservation of Rights: Both parties reserve the right to withhold placement of Social Work students depending upon the availability of adequate facilities and personnel to provide satisfactory social work.

I. Liability: Neither the University nor the Site shall assume liability to each other, except as stated in this agreement. By entering into this agreement, the parties do not waive defense of claims for damage, injuries or death to persons, or damages to property.

