

**SOCIAL WORK PRACTICUM
AGREEMENT OF UNDERSTANDING BETWEEN
THE SCHOOL OF APPLIED SCIENCES AT
THE UNIVERSITY OF MISSISSIPPI
Department of Social Work
AND**

This agreement of understanding is made this ____ day of _____, 20__
between the University of Mississippi Department of Social Work and

_____.

This agreement will begin on the ____ day of _____, 20____ and it will terminate on ____ day of _____, 20____. After the date of termination, this agreement will be automatically renewed at the consent of said organization to accept students for social work internship(s) for any given semester.

WITNESSETH:

WHEREAS, the University of Mississippi Department of Social Work provides the course of study for the Master of Social Work (MSW) degree to students enrolled in graduate social work courses; and

WHEREAS, the University of Mississippi Department of Social Work desires said students to have field practicum experiences and

WHEREAS, _____, said social service agency/organization, is agreeable to provide the necessary instructions and accommodations for said field practicum experience, it is agreed as follows:

- I. The University of Mississippi Department of Social Work agrees to:
 1. Provide a faculty member to help field instructors (s) determine meaningful and diverse learning experiences for students to engage in helping individuals, small groups, families, communities, organizations, and institutions.
 2. Make periodic visits (2) to review student progress, and consult in matters concerning the student's attendance and performance in the setting.
 3. Honor all agency/organizational communication channels, procedures, and policies in making plans for observation and/or consultation.

4. Assume responsibility for administration and coordination of field education.
5. Provide orientation for new field instructors and training that address subject matter pertaining to field instruction for all field instructors.
6. Provide copies of relevant course materials (learning contracts and assignments) pertaining to student educational learning expectations.
7. Assume responsibility for determining and submitting the student's final grade.
8. Require students to maintain professional liability insurance with the limits of \$1,000,000/\$3,000,000 unless directed to increase the amount by hosting internship facility.

II. _____, said social service agency/organization agrees to:

1. Provide qualified social worker(s) to provide field instruction and supervision of social work students enrolled in a 450 hour 11 week internship.
2. Provide adequate orientation of said agency to the student(s).
3. Provide meaningful and diverse learning experiences that allow students opportunities to engage in helping individuals, small groups, families, communities, organizations, and institutions.
4. Relate to the field education director any agency changes in policies and procedures, relative to the student's field practicum.
5. Engage in weekly supervisory conferences and provide daily instructions for student(s) placed in the agency.
6. Assure designated agency field instructors attend yearly field instructor's training and meetings.
7. Provide environment and resources to accommodate student's needs in carrying out assigned duties and responsibilities, i.e., access to office space with phone, desk, and office supplies, in the agency.
8. Inform field education director immediately of any concerns pertaining to student's conduct and comporment.
9. Safeguard confidentiality of records and information pertaining to students in the field setting.
10. Provide input for the student's learning contract.
11. Complete mid-semester and final evaluation of student.

12. Adhere to the Safety Contract as agreed upon with the Intern and Field Education Director.
13. Agree to the terms and conditions contained in the attached addendum.

APPROVED:

University of Mississippi:

_____/_____
Daphne Cain, PhD, LCWS Date
Chair, Department of Social Work
University of Mississippi
School of Applied Sciences

_____/_____
Teresa Carithers, PhD, RD, LD Date
Associate Dean & Professor of Nutrition and Hospitality Management
University of Mississippi
School of Applied Sciences

Social Service Agency/Organization:

_____/_____
Director/Administrator/Date Date

Mandatory Addendum to
All University of Mississippi Contracts
June 2012

The University of Mississippi ["UM"], despite any contrary provision contained in any contract to which UM is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which UM is a party are hereby null, void, and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which UM is a party:

1. UM does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
2. UM does not make any warranty.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
3. UM does not waive any claim: past, present, or future.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
4. UM does not waive its sovereign immunity. UM shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. UM does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. amend. XI.
6. UM does not agree to the application of the laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. UM does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. UM does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which UM is entitled.
Miss. Const. Art. 4, § 100; Miss. Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
9. UM does not agree that a party may represent, prosecute or defend legal actions in the name of UM. IHL Board Policy 1102.

10. Provisions that limit the time for UM to pursue legal actions are deleted and void.
Miss. Const. Art 4, § 104; Miss. Const. Art. 4 § 100; Miss. Code Ann. § 15-1-5; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
11. UM does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. UM will make payments for all amounts owed under a contract agreement in accordance with state law. Miss. Code Ann. § 31-7-305.
13. In compliance with the Mississippi Accountability and Transparency Act of 2008, all payments made by UM will be posted on a public website beginning July 1, 2012. The information posted will include: the date of payment, vendor name, vendor's city and state, and the payment amount. The release of any such information supersedes any applicable non-disclosure or confidentiality obligations of UM. Miss. Code Ann. §§ 27-104-151 to 159.
14. Any Contractor/Seller of UM shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.