

GRADUATE DENTAL EDUCATION PROGRAM

**RESIDENCY AGREEMENT**

***THIS IS AN AGREEMENT*** by and between the Regents of the University of Minnesota (“University”), a Minnesota constitutional corporation, and      , hereinafter referred to as “resident.” The Agreement applies to Academic Year      ; actual dates of coverage are specified in Section 5 below.

**THE PARTIES AGREE** as follows:

**1. Purpose.** The primary purpose of the appointment of a resident is the successful completion of a graduate dental education training program. This Agreement and the provisions of the Resident Institutional Policy Manual referenced in this Agreement govern the relationship between the individual resident and the University, and take precedence over any other University document or procedure to the extent they are inconsistent with the terms of this statement.

**2. Appointment Status.** During the period in which the residents are undergoing graduate dental education training at the University, they have the status of students and are appointed as general practice residents in the student/professional training classification (HR Code 9552) in the University appointment system.

**3. Responsibilities of the Resident.**

3.1 The resident agrees to accept the duties, responsibilities, and rotations assigned by the program director or designee and to conduct oneself ethically and professionally in keeping with the position as a dentist, in the care of patients and in relationships with other hospital/clinic staff.

3.2 The resident agrees to participate fully in the educational and scholarly activities of the residency program and, as required, to assume responsibility for teaching and supervising other residents and dental students.

3.3 The resident agrees to provide safe, effective, and compassionate care of patients under faculty supervision, commensurate with the resident’s level of education and experience.

3.4 The resident agrees to abide by the bylaws, policies, rules, and regulations of the University of Minnesota School of Dentistry (the “School of Dentistry”), the University and the hospital and clinics to which assigned.

3.5 The resident agrees to meet state, federal, and University requirements for participating in a residency program prior to the start of and throughout the training program. These requirements include: **a) credentials** – submit proof of earning a D.D.S. or D.M.D or equivalent degree, comply with state licensure requirements by obtaining a resident dentist license from the Minnesota Board of Dentistry if not already fully licensed to practice dentistry in the State of Minnesota as required by the residency program; and pass Parts 1 and 2 of the NBDE exam by May 1, 2011; **b) health professional requirements** – submit proof of immunization; complete a background study request under Minnesota law; complete HIPAA training; **c) work authorization** --obtain an appropriate visa, as agreed to by the program, if the resident is not a U.S. citizen or permanent resident; and **d) other** - complete a Human Resources Information Form (HRIF) upon appointment; and comply with any other requirements established by the individual residency program. The resident agrees that their immunization compliance status and background study results may be shared with clinical sites where the resident is assigned.

**4. Responsibilities of the University.**

4.1 The School of Dentistry shall be responsible for providing a graduate dental educational experience and training program through faculty planning, teaching, supervision, and evaluation of residents.

4.2 The University agrees to perform administrative functions for the benefit of the residents. These include arranging for the payment of stipends; maintaining certain resident records; administering the procedure related to the discipline of residents; and providing mechanisms for the coordination of programs among the affiliated hospitals and clinics, School of Dentistry and the various clinical services.

4.3 The University agrees to provide the following benefits to residents:

4.3.1 An annual stipend of       and   /100 dollars ($     ), payable on a bi-weekly basis.

4.3.2 Benefits as set forth in the Resident Institutional Policy Manual. All residents receive the following benefits regardless of appointment classification: professional liability insurance through University covering claims related to duties performed as part of the residency, whether such claims arise during or after the resident’s completion of the program; other insurance through the Medical School specifically for residents that provides medical insurance and optional dependent coverage, long-term and short-term disability insurance, life insurance, and optional dental insurance at the resident’s cost; reasonable accommodations for residents with a documented disability as outlined in the Institution Policy Manual; and counseling and psychological support services through a residency assistance program, including monitoring and assistance for impaired physicians consistent with professional and legal obligations. Residents also are eligible to participate in the University’s dependent and health care flexible spending accounts.

4.3.3 Leave of absence benefits, which include parental/family medical, professional/academic, personal, vacation, holiday, sick, bereavement, military and jury duty/witness leave. See the Resident Institutional Policy Manual for further details. The residency program is responsible for advising its residents on how a requested leave of absence may affect timely completion of the training program.

4.3.4 Other benefits as set forth in the Resident Program Policy Manual. These benefits **may** include: meal tickets, laundry service, and beeper rental. On-call sleeping quarters are determined by the hospitals where the resident is assigned.

4.4 The School of Dentistry has established general policies on duty hours, on-call schedules, and the effect of absences on timely completion of the residency program. These matters are set forth in the Resident Institutional Policy Manual. Program policies will conform to any applicable requirements of the Commission on Dental Accreditation (CODA).

4.5 The School of Dentistry does not require residents to sign a noncompetitive guarantee. Please see the Resident Institutional Policy Manual.

**5. Residency Term.** Traditionally, the majority of residents successfully complete their training within the prescribed period of one (1) year. In keeping with University policy:

5.1 The term of the Agreement between the resident and the University is for the period starting       and ending no later than      .

5.2 In unusual circumstances and at the discretion of the residency program, the Agreement may be extended beyond one (1) year to allow a resident to successfully complete the training program.

**6. Evaluations of Academic Performance.**

6.1 A periodic assessment of academic performance of each resident is the responsibility of the residency program director with input from program faculty. Academic performance of a resident must be evaluated by a careful and deliberate review, including documentation of the resident’s performance with respect to relevant exam scores, clinical diagnosis and judgment, medical knowledge, technical abilities, interpretation of data, patient management, communications skills, interactions with patients and other healthcare professionals, professional appearance and demeanor, and/or motivation and initiative. All recorded evaluations of a resident’s performance are accessible to the resident.

6.2 A resident can be disciplined and/or dismissed from the program for academic reasons. Before dismissing a resident for academic reasons, the program must give the resident notice of their performance deficiencies, an opportunity to remedy the deficiencies, and notice of the possibility of dismissal if the deficiencies are not corrected. See the Resident handbook for further details.

**7. Grounds for Discipline and/or Dismissal of a Resident for Non-Academic Reasons.** Grounds for discipline and/or dismissal of a resident for non-academic reasons, as set forth in the Resident Institutional Policy Manual, include, but are not limited to, the following:

7.1 Failure to comply with the bylaws, policies, rules, or regulations of University, affiliated hospitals, medical staff, department, or with the terms and conditions of this document.

7.2 Commission by the resident of an offense under federal, state, or local laws or ordinances which impacts upon the resident’s abilities to appropriately perform their normal duties in the residency program.

7.3 Conduct which violates professional and/or ethical standards; disrupts the operations of University, its departments, or affiliated hospitals; or disregards the rights or welfare of patients, visitors, or hospital/clinical staff.

**8. Disciplinary and Grievance Procedures.**

8.1 Discipline and/or dismissal of a resident for academic reasons under Section 6 above may be grievable under the University policy "Addressing Student Academic Complaints" set forth in the Resident Institutional Policy Manual. Residents also may utilize this University complaint procedure for other complaints related to education and academic services to the extent covered by the complaint policy.

8.2 Residents who are disciplined and/or dismissed for non-academic reasons under Section 7 above are entitled to certain procedures as set forth in the policy on “Discipline/Dismissal of Residents” found in the Resident Institutional Policy Manual. These procedures are outlined in a section labeled “Discipline/Dismissal for Non-Academic Reasons.” They include notice of the disciplinary charges, an opportunity to respond to the allegations before discipline is imposed, and a hearing at the resident’s request by a three-person panel in the School of Dentistry to appeal any discipline imposed for non-academic reasons.

8.3 Discipline imposed for either academic or non-academic reasons is implemented on the effective date determined by the program, regardless of whether the resident contests the discipline. The procedures referenced in paragraphs 8.1 and 8.2 above for contesting discipline are mutually exclusive; under no circumstances will a resident be afforded both the procedures outlined under University policy on Addressing Student Academic Complaints and the procedures set forth in the manual under the provision entitled “Discipline/Dismissal For Non-Academic Reasons.”

8.4 The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran’s status, sexual orientation, gender identity or gender expression. Harassment based on sex, race or any other ground listed here is a form of discrimination prohibited under this policy. Residents who believe they have been subjected to discrimination or harassment on any of these grounds are urged to contact their program director or department chair. Complaints also may be pursued through the School of Dentistry Dean’s Office or the University of Minnesota office of Equal Opportunity & Title IX, as set forth in the Resident Institutional Policy Manual.

8.5 Residents who are disqualified from direct contact with patients under the criminal background study required by Minnesota law, Section 144.057, will be dismissed from the residency program or have their acceptance revoked if they have not started the program training yet. The resident may appeal this decision to a panel convened by the Dean of the School of Dentistry, under the terms of the “Academic Health Center Policy on Student Background Checks.” This policy is set forth in the Resident Institutional Policy Manual.

**9. Residency Closure/Reduction.** If the University reduces the size of or closes the residency program, affected residents will be notified as soon as possible; and the University will make every effort within budgetary constraints to allow existing residents to complete their education. In the unlikely event that existing residents or those newly matched and under contract with the University are displaced by a program closure or reduction, the University will make every effort to assist the residents in locating another residency program where they can continue their education.

**10. Resident Institutional Policy** **Manual.** Upon signature of this Agreement, the resident acknowledges having access and agrees to adhere to the Resident Institutional Policy Manual. For further information on access, see the Program Director.

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| **Regents of the University of Minnesota**  By:  Name: Keith A. Mays, D.D.S., M.S., Ph.D.  Title: Interim Dean, School of Dentistry  University of Minnesota  Date: | **Resident/Fellow**  By:  Name:  Date: |
| **APPROVED BY RESIDENCY**  **PROGRAM DIRECTOR**  By:  Name: James Gambucci, D.D.S.  Program Director  Department of Primary Care Dentistry  Hospital Based General Practice Dental Residency Program  Date: | |