

SCHOOL OF DENTISTRY

ORAL AND MAXILLOFACIAL SURGERY ADVANCED TRAINING 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 the oral and maxillofacial surgery advanced training program. This Agreement and the provisions of the OMS Residency Handbook referenced in this Agreement governs the relationship between the individual resident and the University.

**2. Appointment Status.** During the period in which the residents are undergoing the oral and maxillofacial surgery advanced education training at the University, they have the status of students and are appointed as Dental Fellow Specialist as designated by 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 an oral and maxillofacial surgery resident 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 students of the Academic Health Center.

 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; **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 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 an accredited oral and maxillofacial surgery 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 administration and the oral and maxillofacial surgery program director.

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

 4.3.1 An annual stipend consistent with the post-graduate year of training payable on a bi-weekly basis.

 4.3.2 Benefits as set forth in the OMS Residency Handbook. 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 Office of Student Health Benefits specifically for dental residents that provides medical insurance and optional dependent coverage, long-term disability insurance, optional life insurance, and optional dental insurance at the resident’s cost; reasonable accommodations for residents with a documented disability ; and counseling and psychological support services through the resident assistance program, including monitoring and assistance for impaired dentists 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 OMS Residency Handbook 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 OMS Residency Handbook.

 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 OMS Residency Handbook. 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.

**5. Residency Term.** Traditionally, the majority of residents successfully complete their training within the prescribed period of 48 months. In keeping with University policy:

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

5.2 This Agreement may be renewed as mutually agreed upon by the resident and the University. In unusual circumstances and at the discretion of the residency program, the Agreement may be extended beyond the prescribed period of 48 months 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 rotation 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, dental 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.

**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 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 "Conflict Resolution Process for Student Academic Complaints.” 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 OMS Residency Handbook. They include notice of the disciplinary charges, an opportunity to respond to the allegations before discipline is imposed, a hearing before a hearing board in the School of Dentistry, and the right 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 Pediatric Dentistry Resident Manual under the provision entitled “Codes of Conduct, Standards of Professional Conduct, Chemical Abuse and Dependency Policies.”

 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.

 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 Student Background Study Policy.”

**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. OMS Residency Handbook.** Upon signature of this Agreement, the resident acknowledges having access and agrees to adhere to the OMS Residency Handbook.

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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 MinnesotaDate:  | **Resident**By: Name:      Date:  |
| By: Name: Robert Nadeau, D.D.S., M.D.Title: Program Director Advanced Education Program in Oral and Maxillofacial Surgery Department of Developmental and Surgical SciencesDate:  |