

ADMINISTRATIVE REPORT

DATE: April 14, 2022
TOPIC: 6.9 - Student Teacher Placement Agreement
PRESENTER: Kevin Witherspoon, Ed.D, Director of Human Resources
REFERENCE TO POLICY/STATUTE: School Board Policy 903.1 - Student Teacher, Field Experience, Practicum, and Internship Placements

PURPOSE OF REPORT

The School Board recognizes its responsibility to improve the quality of teacher training and the contributions students in educational programs can make to South Washington County Schools. The importance of the teacher training function to the future of education and the need to assure high quality performance in our schools requires student teachers, field experience students, practicum students, and interns to be placed with experienced teachers of demonstrated competence.

University of Wisconsin - Stout is requesting to renew their agreement to place Student Teachers with South Washington County Schools.

RECOMMENDATION

Administration recommends approval of this agreement.



**University of Wisconsin-Stout
University of Wisconsin System
Uniform Affiliation Agreement
(Signature Page)**

This agreement is entered into between the Board of Regents of the University of Wisconsin System, DBA University of Wisconsin-Stout, a public educational institution of the State of Wisconsin, hereinafter referred to as "the University," and South Washington County Schools, Independent School District #833, hereinafter referred to as "Facility."

Affiliation Agreement Title: Master Affiliation Agreement between South Washington County Schools, Independent School District #833 and UW-Stout

Period of Agreement Start Date: 07/01/2022 End Date: 06/30/2024

NOTICES:

Notices and communications hereunder shall be deemed made if given electronically, or by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below: or such other addresses as may hereafter be designated by notice in writing:

If to Facility:

Kevin Witherspoon
Director of Human Resources

7362 East Point Douglas Rd. S.
South Washington County Schools, ISD #833
Cottage Grove, MN 55106
Phone: 651-425-6255
Email: kwithers@sowashco.org

If to University:

Leigh May
Contracts Administrator
Business, Finance & Administrative Services
712 S. Broadway; 125H Administration Bldg.
University of Wisconsin-Stout
Menomonie, WI 54751
Phone: 715-232-2640
Email : mayle@uwstout.edu

The actual starting date will not occur before the last date of signature of this document.

Upon approval as signified by the affixation of the authorized signatures below by both parties, this agreement shall be authorized to proceed with the inclusion and approval of the attached "UWS Form RM-100 Uniform Affiliation Agreement" and inaugural "Exhibit A (Program Memorandum)".

South Washington County Schools,
Independent School District #833

Board of Regents
University of Wisconsin System, DBA
University of Wisconsin-Stout

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Any deviations from this agreement shall be made known to both parties and be agreed upon in writing before changes are made to the original document.

SECTION 1. AGREEMENT

1.1. Parties. This Agreement is between both of the following:

1.1.1. The University. BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, DBA University of Wisconsin-Stout, (the "University")

1.1.2. The Facility. South Washington County Schools, Independent School District #833, (the "Facility").

1.2. Recitals. In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below by which any and all schools or colleges of the University may enter into a field or clinical education placement program with the Facility (a "Program").

SECTION 2. TERM OF AGREEMENT.

2.1. Term & Renewal. This agreement shall be for a two year term commencing July 1, 2022 and may be renewed upon mutual agreement.

2.2. Termination. This agreement may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other.

SECTION 3. PROGRAM MEMORANDUM.

3.1. School or College. For the purposes of this agreement, a "School or College" shall mean any school or college of the University wishing to participate in a Program with the Facility.

3.2. Proposal. The School or College will annually provide the Facility with a "Program Memorandum," which will include the following:

3.2.1. A discussion of program concepts.

3.2.2. The controls which the University and the Facility may exercise or are required to exercise.

3.2.3. The rights of the Facility to send representatives to review the University's program.

3.2.4. The following information about the students to be assigned under the Program Memorandum:

3.2.4.1. The number.

3.2.4.2. The qualifications, academic and otherwise.

3.2.4.3. The schedules of those students.

3.2.5. Any other matters pertaining to the specific program proposed by the School or College.

3.3. Review.

3.3.1. Facility. The Facility will review any Program Memorandum concerning any Program which is submitted by the School or College.

3.3.2. Notice. Upon review, the Facility will promptly notify the School or College of its acceptance or rejection of the Program Memorandum or any proposed revisions thereto.

3.3.3. University. Upon review, the School or College will promptly notify the Facility of its acceptance or rejection of the proposed revisions.

3.3.4. Withholding Acceptance. The University and the Facility will not unreasonably withhold their acceptance of the Program Memorandum or any proposed revisions thereto.

3.4. Accepted Program Memoranda.

3.4.1. Incorporation. Upon acceptance of an unrevised Program Memorandum by the Facility or a Program Memorandum with any revisions by both parties, it shall become a part of this agreement and shall be incorporated by reference as an "Accepted Program Memorandum."

3.4.2. Period & Renewal. Accepted Program Memoranda shall be effective for a period of one (1) year, and may be renewed upon mutual agreement.

3.4.3. Conflict. If the Accepted Program Memorandum is construed to be inconsistent in any manner with this Agreement, the terms of this Agreement shall apply.

3.5. Protection of Human Subjects. The Facility agrees to satisfy the provisions contained in 45 CFR 46, existing for the protection of human subjects, to the extent that such regulations are applicable to the respective program involved. The University regulations are found at <http://www.uwstout.edu/rs/IRB.cfm> and University will make its institutional review board available to the Facility for consultative purposes

SECTION 4. PLACEMENT OF STUDENTS.

4.1. List. The University will provide the Facility with a listing of students who will be participating under the program and will update that listing periodically.

4.2. Certification for Acceptance. The Facility will not accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of the School or College.

SECTION 5. NO DISCRIMINATION.

5.1. Protected Classes. The parties shall not discriminate against any person in any actions taken as a result of this Agreement on the basis of the students' race, color, creed, religion, sex, national origin, physical or mental disability, age, sexual orientation, pregnancy, marital status, parental status nor status as a U.S. military veteran per federal guidelines 41 C.F.R. 60-300.5(a) and 41 C.F.R. 60-741.5(a.).

5.2. Reasonable Accommodations. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities.

SECTION 6. LIABILITY.

6.1. Limitation. The liability of the University and other political subdivisions of the State of Wisconsin is governed and limited by Wis. Stat. §§ 893.82 and 895.46.

6.2. Indemnification. To the extent permitted by law, the Facility and the University will indemnify their own employees, officers, and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to §§ 893.82 and 895.46.

6.3. Students. To the extent permitted and required by law, the University will indemnify students in a training program for credit required for graduation.

6.4. No Waiver. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.

SECTION 7. GOVERNING LAW. This agreement shall be construed and governed by the laws of the State of Wisconsin.

**Affiliation Agreement
between
South Washington County Schools, Independent School District #833
and
The Board of Regents of the University of Wisconsin System,
DBA University of Wisconsin-Stout**

**Exhibit A
Program Memorandum**

Teacher Candidate/Intern Teaching/Internship

The student teaching/intern teaching/Internship experiences are a full-time commitment for the duration of the assignment. An appropriate workload for the candidate should be cooperatively arranged and agreed upon by the school-based supervisor, the candidate, and the university supervisor. A full range of activities should include but not be limited to:

- Classroom instruction
- Faculty meetings
- Supervisory duties
- Co-curricular activities
- Parent-teacher conferences
- Leading and/or assisting with large group/small group/individual activities as directed by the school-based supervisor
- Leading and/or assisting with duties as directed by the school-based supervisor

Candidates typically do not start the assignment with as heavy a work load as a regular school-based supervisor but gradually assume more responsibility throughout the duration of the experience.

Tutor/Volunteer/Field Experience/Practicum

The tutoring, volunteer, field and practicum experiences are less formal in nature than the culminating placements. The schedules are flexible and arranged to accommodate both the school-based supervisor, site and UW-Stout student. The range of activities is vast and could include the following:

- Small group work
- Large group work
- One-to-one work
- Assisting school-based supervisor and/or volunteer coordinator as director
- Leading and/or assisting with activities as directed by the school-based supervisor
- Leading and/or assisting with duties as directed by the school-based supervisor
- Leading and/or assisting with afterschool activities as directed by volunteer coordinator
- Leading and/or assisting with afterschool duties as directed by volunteer coordinator

Communications related directly to this program should be directed to:

Student Supervisor at Site:

University Program Director:
Tracy DeRusha, Coordinator of Field Exp.
School of Education
267C Heritage Hall
University of Wisconsin - Stout
Menomonie, WI 54751

Phone:
Email:

Phone: 715-232-2474
Email: derushat@uwstout.edu