

## ADMINISTRATIVE REPORT

<b>DATE:</b>	November 16, 2023
<b>TOPIC:</b>	5.10 - Student Placement Clinical Agreement
<b>PRESENTER:</b>	Abby Baker, Director of Human Resources
<b>REFERENCE TO POLICY/STATUTE:</b>	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 Wisconsin Eau Claire is requesting to renew with a 5-year clinical affiliation agreement with South Washington County Schools.

### RECOMMENDATION

Administration recommends approval of this agreement.

### CONNECTION TO STRATEGIC PRIORITY

- a. Student Experience
- a. Engagement and Partnerships



**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, doing business as the University of Wisconsin-Eau Claire, (the "University")

**1.1.2. The Facility.** SOUTH WASHINGTON COUNTY SCHOOLS (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 term of five (5) years, commencing January 1, 2024, 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 as shown below.

FOR THE UNIVERSITY:

University of Wisconsin–Eau Claire  
Attn: Carmen Manning, Dean  
College of Education & Human Sciences  
105 Garfield Avenue – Centennial Hall 3025  
Eau Claire, WI 54702-4004

FOR THE FACILITY:

South Washington County Schools  
Attn: \_\_\_\_\_  
7362 East Point Douglas Road  
Cottage Grove, MN 55016-3025

**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 in order to meet compliance requirements of the Facility.

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.

## **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 race, color, national origin, ancestry, creed, religion, sex, sexual orientation, marital status, pregnancy, parental status, physical condition, handicap, developmental or other disability.

**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.

FOR THE UNIVERSITY

FOR THE FACILITY

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

Carmen Manning  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Dean, College of Education & Human Sciences  
\_\_\_\_\_  
Title

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Title

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Date

\_\_\_\_\_  
Date