

**EDUCATION FIELD EXPERIENCE AFFILIATION AGREEMENT  
BETWEEN  
BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM  
AND  
NORTH ST. PAUL-MAPLEWOOD-OAKDALE - ISD 622**

This agreement is entered into between the **Board of Regents of the University of Wisconsin System**, 1220 Linden Dr Madison, WI 53706 (hereinafter "University") and **North St. Paul-Maplewood-Oakdale School District – ISD #622, 2520 E. 12<sup>TH</sup> Avenue, North St. Paul, MN 55109** (hereinafter "District").

1. **PURPOSE:** The purpose of this Agreement is to outline the terms of the education field experience for the student(s) of the University and to identify the responsibilities of the University, District and Student. Such education field experience could be at the undergraduate or graduate level and consist of but is not limited to, pre student teaching experience, student teaching placements, practicum, internship and administrative mentoring.
2. **THE UNIVERSITY AGREES THAT:**
  - a. It will place at the District only candidates approved by the District, who are eligible for such placement under State and University rules.
  - b. It agrees to comply with all federal, state, and local statutes and regulations applicable to the operation of the agreement.
  - c. It will promptly and thoroughly investigate, with the District's assistance, any complaint related to a participating student of unlawful discrimination or harassment at the District, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify District of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
  - d. It will provide access to a University designee(s) who will aid the District in the coordination and management of the field experience placement.
  - e. It will forward any request for education field experience placement at least 8 (eight) weeks before the start of any teaching or training period, together with relevant information with respect to each proposed student.
  - f. It will cooperate with the District in the development and implementation of the Student Education Field Experience Program.
  - g. It will provide to the District program requirements for the placement(s) requested.
3. **THE DISTRICT AGREES THAT:**
  - a. It will supply to the student so placed by the University an opportunity to work in a learning situation under the supervision of a practicing educator who holds a continuing license and has at least three years total education experience and has been approved by the University.
  - b. It will cooperate with the University in the development and implementation of the Student Education Field Experience Program.
  - c. It shall provide appropriate supervision of the student pursuant to rules promulgated by its board. Such rules may not conflict with any minimum requirements established by the State or the University with regard to the Education Program.
  - d. It shall immediately notify the University if there is a change in the licensure status of any practicing educator providing supervision to any student assigned hereunder.

- e. It shall not replace any of its employees nor fill any vacancies normally filled by an employee with a student assigned under this agreement. Therefore, a student placed in a field experience shall not act as a substitute teacher.
  - f. It shall reserve the right to deny a student field experience opportunity to an applicant and to terminate a student assignment for cause. Cause may include but is not limited to, violation of federal, state or local laws, failure to pass the requirements of the District's background check.
  - g. It shall consider and treat all records and data regarding a student, whether such records or data are received from the University or the student or are generated by the District, as records and data subject to the provisions of Minnesota Statutes Sections 13.01 et seq., Minnesota Rules part 1205.0100 et seq., 20 U.S.C. 1232 g and 34 C.F.R. Section 99.1 et seq. The District shall comply with the provisions of these State and Federal statutes and regulations as applied to records and data regarding any student placed at the District pursuant to this agreement as though such statutes and regulations were fully applicable to the District.
4. **TERM OF AGREEMENT:** This agreement is effective from July 1, 2022 and shall remain in effect until June 30, 2025.
  5. **TERMINATION:** This agreement may be terminated by either party at any time upon a 30 day written notice to the other party.
  6. **FINANCIAL CONSIDERATION:** If a stipend or honorarium is paid by the University, the University will pay to the cooperating educator the amount as outlined in the specific placement request.
  7. **BACKGROUND CHECK:** District will conduct a background check of the student. Cost of the background check will be the responsibility of the University or the student. The District reserves the right to refuse a student if the criminal background check reveals that the prospective student has committed an act(s) that disqualifies the student from working in the District.
  8. **ASSIGNMENT:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.
  9. **MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.
  10. **NON-DISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C 200e).
  11. **DATA PRIVACY:** The University and District must comply with the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the parties in accordance with this agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the parties in accordance with this agreement. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either party.
  12. **INSURANCE AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

Nothing in this Agreement shall be deemed to constitute a waiver by Independent School District 622 of the statutory immunity protections provided under Minnesota Statutes, Chapter 466.

The Board of Regents of the University of Wisconsin System agrees to provide liability protection for its officers, employees, and agents (students in for credit program) while acting within the scope of their employment or agency. The Board of Regents further agrees to hold harmless District 622, its officers, agents, and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees, students or agents of the University of Wisconsin System while acting within the scope of their employment or agency experience where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

The University, as a unit within an agency of the State of Wisconsin, provides liability coverage for its students and faculty consistent with Section 895.46(1) of the Wisconsin Statutes. The University's students and faculty who participate in the activities resulting from this Agreement are agents and employees, respectively, of the State of Wisconsin. While participating in such activities, students and faculty are acting within the scope of their agency or employment. The liability coverage provided by the State of Wisconsin under Section 895.46(1) is self-funded, unlimited, and continuous. Such liability coverage includes, but is not limited to, claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damage to persons or property arising out of activities under this Agreement at Department and founded upon or growing out of the acts or omissions of any of the employees or agents of the University while acting within the scope of their employment or agency where protection is afforded by Section 895.46(1) of the Wisconsin Statutes.

Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. For Workers' Compensation purposes, any such insurance extends only to employees of the District and University, not to students assigned and participating in a field experience located in the District.

*The District does not represent that the required coverage and limits are adequate to protect University or student and such coverage limits will not be deemed as a limitation of University or student's liability to the District under this agreement.*

- 13. NO EMPLOYMENT RELATIONSHIP WITH THE DISTRICT:** The parties understand and agree that any services which the University student(s) provide the District will be purely on a volunteer basis insofar as the District is concerned. The student (s) are not and will not be employees or independent contractors of the District and the District will not provide the student (s) any compensation, insurance coverage, or other employment benefits.
- 14. PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
- 15. NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:

**DISTRICT**

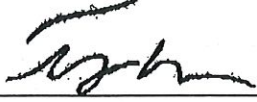
Christine Thueson  
Executive Assistant  
Office of the Assistant Superintendent  
ISD 622  
2520 E. 12<sup>th</sup> Avenue  
North St. Paul, MN 55109

**UNIVERSITY**

Tom Joestgen  
Director of Risk Management  
University of Wisconsin, Suite 105  
780 Regent Street  
Madison, WI 53715

IN WITNESS WHEREOF, by signing below, each party specifically acknowledges that it has read this Agreement, that it has had an opportunity to review this Agreement, that it understands this Agreement, that the signatures below can legally bind the entity and that it agrees to be legally bound by all terms of the Agreement.

**INDEPENDENT SCHOOL DISTRICT 622**

By:  \_\_\_\_\_

Dr. Troy Miller  
Assistant Superintendent  
ISD 622  
2520 East 12th Avenue  
North St. Paul, MN 55109  
Phone: (651) 748-7482  
tmiller@isd622.org

Date: 05/27/2022

**BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM**

By:  \_\_\_\_\_

Anny Morrobel-Sosa  
Vice President for Academic and Student Affairs  
University of Wisconsin System

Date: 27 MAY 2022