



South Washington County Schools

Keith Jacobus, Ph.D., Superintendent

District Service Center

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ADMINISTRATIVE REPORT

TO: Members of the School Board
Dr. Keith Jacobus, Superintendent

FROM: Dr. Kevin Witherspoon, Director of Human Resources

DATE: 7/13/17

TOPIC/PURPOSE OF REPORT: Student Teacher Placement Agreement/ Clinical Placement
Affiliation Agreement

RECOMMENDED BOARD ACTION: Approval

DATE FOR BOARD ACTION: 7/20/17

REPORT

Wisconsin Indianhead Technical College and South Washington County Schools, ISD #833, would like to begin a student teaching/training partnership that provides student teacher/ training experiences in various classrooms throughout ISD 833.

Wisconsin Indianhead Technical College is requesting that this collaborative relationship commence July 1, 2017 and continue for a period of one year thereafter, with automatic one-year renewals.

The administration recommends approval of this agreement.

WISCONSIN INDIANHEAD TECHNICAL COLLEGE
MASTER AFFILIATION TRAINING AGREEMENT

This Master Affiliation Training Agreement (“Agreement”) is made between:

- A. WISCONSIN INDIANHEAD TECHNICAL COLLEGE, Shell Lake, Wisconsin (including all WITC campuses), hereafter called WITC, is accredited by the Higher Learning Commission (www.ncahlc.org) and operates under the direction of the WITC Board of Trustees. WITC offers a variety of associate degrees, technical diplomas, short-term certificate programs, continuing education courses, and customized business training, as authorized by the Wisconsin Technical College System Board.

WITC is an equal opportunity employer/educator functioning under the affirmative action plan and does not discriminate on the basis of race, color, national origin, sex, disability, or any other legislated categories in its services, employment programs, and/or its educational programs and activities. This includes but is not limited to admissions, treatment and access.

- B. ISD #833/District Service Center of Cottage Grove, Minnesota, and its subsidiaries, hereafter called TRAINING AGENCY:

WHEREAS many students engaged in a course of study provided by WITC would benefit from an opportunity to apply theoretical learnings in the educational setting of a TRAINING AGENCY, and WHEREAS the TRAINING AGENCY recognizes the importance of its contribution to such a training program and desires to assist as provided in this Agreement,

NOW, THEREFORE, the parties named above agree as follows:

- 1. WITC and the TRAINING AGENCY shall cooperate to provide WITC students with training in all programs listed on the signature page and associated with Exhibit A attached to this Master Affiliation Agreement. Each basic program to be provided is explained in Exhibit A and incorporated herein.
- 2. WITC shall:
 - (a) Offer an educational program in accordance with guidelines established by the Board of the Wisconsin Technical College System and other state regulatory bodies.
 - (b) Assign the necessary faculty members who are both qualified and competent teacher-practitioners and hold the appropriate credentials and/or licensure.
 - (c) Assure that the faculty will assume the planning and supervision of all training programs in the facilities provided by the TRAINING AGENCY and in so doing, will work cooperatively with the employees and staff of the TRAINING AGENCY.
 - (d) Provide an orientation period during which the faculty can become familiar with the TRAINING AGENCY'S policies, practices and facilities before beginning educational instruction.

- (e) Review the curriculum and learning experience schedule with a coordinator representing the TRAINING AGENCY prior to the beginning of each instructional term and revise schedule in instances where conflicts with the TRAINING AGENCY'S responsibilities exist.
- (f) Assure that the faculty and students will observe the policies and regulations of both WITC and the TRAINING AGENCY as they apply to the circumstances of the training program.
- (g) Confer with the employees and officers of the TRAINING AGENCY designated by WITC for the purpose of interpreting, discussing and evaluating the educational program as needed.
- (h) Provide students assigned to the TRAINING AGENCY basic instruction as described in WITC course outlines.
- (i) Permit faculty reasonable opportunity to serve as a resource person to agency staff in matters contributing to quality care.
- (j) Inform the students who are participating in the educational experience program that they must, at no cost to either WITC or TRAINING AGENCY, carry their own comprehensive health and medical insurance or student accident insurance. WITC will ensure health insurance coverage for the faculty.
- (k) WITC will ensure that each student has a health exam and provides current immunization records. WITC will provide summary of health information to the TRAINING AGENCY prior to the start of the training program. Student health records may, at the request of the TRAINING AGENCY, be provided to the TRAINING AGENCY by WITC.
- (l) WITC will ensure the completion of a Wisconsin Caregiver Background Check, and/or out-of-state Caregiver Background Check, and/or National Criminal Background Check (as mandated by the Office of Inspector General, state law or the TRAINING AGENCY), on each student and faculty member participating in the educational experience program prior to the educational experience at the TRAINING AGENCY. Caregiver and Criminal Background Check results will be kept on file at WITC. Copies will be made available to any training agency upon request.
- (m) Provide the TRAINING AGENCY with a list of the students assigned to the TRAINING AGENCY for the training program. The list is prepared by the faculty and assures that students meet both the standards of health of WITC and the TRAINING AGENCY, are free of criminal convictions, and have the ability to profit from the program.
- (n) Understand and agree that the TRAINING AGENCY may immediately dismiss any student from the training program if, in the TRAINING AGENCY'S sole determination, the student's conduct is detrimental to the TRAINING AGENCY, its patients, visitors, employees or agents.
- (o) Maintain professional liability insurance for each student in per occurrence and annual aggregate amounts. WITC shall provide the TRAINING AGENCY with a certificate of insurance as proof of such insurance coverage, and shall immediately notify the Agency in writing upon the cancellation, suspension, termination or modification of such insurance.

3. The TRAINING AGENCY shall:
- (a) Permit the faculty and students of WITC to use its facilities for the training program as provided in Exhibit "A" and the curriculum plan developed by WITC. This plan shall be mutually satisfactory to both parties in order to meet the educational goals of WITC and the standards of the TRAINING AGENCY.
 - (b) Encourage regular communication between WITC and TRAINING AGENCY personnel to develop, implement and evaluate the educational experiences. Communication topics include, but are not limited to:
 - i. Communication to familiarize TRAINING AGENCY personnel with the educational experience program's philosophy, goals, and curriculum.
 - ii. Communication to familiarize WITC faculty with the TRAINING AGENCY's philosophy, policy, and program expectations.
 - iii. Communication to keep both parties and the parties' personnel who are assigned to the educational experience program informed of changes in philosophy, policies, procedures and any new programs which are contemplated.
 - iv. Communication about jointly planning and sponsoring inservice or continuing education programs (if appropriate).
 - v. Communication to identify areas of mutual need or concern.
 - vi. Communication to seek solutions to any problems which may arise in the educational experience program.
 - vii. Communication to facilitate evaluation procedures and quality initiatives which may be required for approval or accreditation purposes or which might improve patient care or WITC's program curriculum.
 - (c) Maintain standards which make it eligible to serve as an educational facility for instruction. The TRAINING AGENCY will have current accreditation by the Joint Commission on Accreditation of Health Care Organizations or any other appropriate and required accrediting/approval body. The TRAINING AGENCY will provide WITC with a copy of its policies and regulations which relate to the educational experience program.
 - (d) Retain responsibility for patient care and related duties when WITC students are providing care within a patient care unit. Assure that a qualified supervisor, employed by the TRAINING AGENCY, who shall supervise for the work situations to which students are assigned, be present during the hours students are engaged in the training program at the TRAINING AGENCY.
 - (e) Make available for educational purposes a room where students may receive instruction from the faculty. When available, physical space such as offices, conference rooms and classrooms of the TRAINING AGENCY may be used by WITC faculty and students who are participating in the educational experience program.
 - (f) Make available areas for demonstration of TRAINING AGENCY equipment as appropriate.

- (g) Permit the educational use of available library resources, agency supplies and equipment as appropriate and according to the TRAINING AGENCY policies and procedures.
- (h) Provide the student and faculty with access to the dining area and locker or storage areas for personal belongings.
- (i) Permit agency staff to participate in student education at the request of the instructor where that phase of teaching can be done more effectively by agency personnel. Such participation shall be voluntary and shall not interfere with assigned duties.
- (j) Provide emergency health care to the faculty and students at its facility during regular business hours while the students are participating in the training program. The students shall be solely responsible for obtaining and maintaining health insurance to cover such emergency care provided under this Agreement. WITC shall be solely responsible for ensuring health insurance coverage for the faculty.
- (k) Any WITC faculty member or student who is injured or becomes ill while at the TRAINING AGENCY shall immediately report the injury or illness to the TRAINING AGENCY and receive treatment (if available) at the TRAINING AGENCY as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the responsibility of WITC faculty member or student who receives the treatment and not the responsibility of the TRAINING AGENCY or WITC.
- (l) The TRAINING AGENCY shall follow, for WITC faculty and students exposed to an infectious disease at the TRAINING AGENCY during the educational experience program, the same policies and procedures which the TRAINING AGENCY follows for its employees. WITC faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the educational experience program must report the fact to WITC and to the TRAINING AGENCY. Before returning to the TRAINING AGENCY, such a WITC faculty member or student must submit proof of recovery to WITC or TRAINING AGENCY, if requested.
- (m) The TRAINING AGENCY assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of WITC faculty and students who are participating in the educational experience program. The TRAINING AGENCY will permit WITC faculty to use TRAINING AGENCY parking spaces under the same policies governing TRAINING AGENCY personnel.
- (n) The TRAINING AGENCY recognizes that it is the policy of WITC to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The TRAINING AGENCY agrees to adhere to this policy in implementing this Agreement.
- (o) Provide WITC reasonable access to the TRAINING AGENCY'S premises, upon dates and times mutual agreeable to the parties, so that WITC can inspect the premises to determine the TRAINING AGENCY'S compliance with this Agreement.

4. TRAINING AGENCY privileges shall be to:
 - (a) Refuse access to educational area if school personnel do not meet its employee standards for safety, health, or ethical behavior.
 - (b) Relieve the instructor and/or student of the assignment if the standard of performance falls short of that standard established by the TRAINING AGENCY.
 - (c) Resolve any problem situation in favor of the patient's welfare until the incident can be resolved by the staff in charge and the instructor.
5. The students shall have the status of learners and shall not replace employees of the TRAINING AGENCY. Students shall receive no compensation for services rendered incidental to their participation in the training program.
6. Students shall be subject to the authority, policies, and regulations of WITC and subject to the applicable standards and policies set by the TRAINING AGENCY for its own employees.
7. WITC will at all times insure its instructors for worker's compensation.
8. The official representative of WITC shall be the Vice President, Human Resources & Risk Management. The official representative of the TRAINING AGENCY shall be the Agency Administrator. That individual who will represent either party at the level of implementation will be the program Dean of WITC and the designee of the TRAINING AGENCY.

C. RESPECTIVE LEGAL RESPONSIBILITY

1. WITC agrees to indemnify, hold harmless and defend the TRAINING AGENCY, its parent, subsidiaries, affiliates, board of directors and individual board members, officers, employees, and agents, from and against all losses, claims, suits, damages, actions, causes of action, proceedings, demands, assessments, settlements, judgments, costs, expenses or any other liability of any kind or nature (including attorneys' fees) imposed on or asserted against the TRAINING AGENCY as a result of negligence of WITC, its agents, faculty, or students while engaged in the activities contemplated under this Agreement. The TRAINING AGENCY is not required to take any action or make any claim to any third party as a precondition to seeking indemnification hereunder.
2. TRAINING AGENCY agrees to indemnify, hold harmless and defend WITC, its parent, subsidiaries, affiliates, board of directors and individual board members, officers, employees, and agents, from and against all losses, claims, suits, damages, actions, causes of action, proceedings, demands, assessments, settlements, judgments, costs, expenses or any other liability of any kind or nature (including attorneys' fees) imposed on or asserted against the WITC as a result of negligence of TRAINING AGENCY, its agents, faculty, or students while engaged in the activities contemplated under this Agreement. WITC is not required to take any action or make any claim to any third party as a precondition to seeking indemnification hereunder.
3. The TRAINING AGENCY shall maintain, at no cost to WITC, general and professional liability insurance covering the TRAINING AGENCY as an entity and each of its employees and agents, in the minimum amount of one million dollars (\$1,000,000) per occurrence. TRAINING AGENCY agrees to list WITC as an additional insured on all policies required to be maintained under this Section C.3. and to promptly provide WITC with evidence of such insurance upon request.

4. Neither party shall assign its rights or delegate its duties under this Agreement without the prior consent of the other party. Any attempt by either party to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party shall be void.
5. This Agreement and the performance hereof, shall be governed and construed in accordance with the laws of the State of Wisconsin, and/or other states as applicable.
6. The invalidity or unenforceability of any provision of this Agreement or the application thereof to any person or circumstances shall not affect or impair the validity or enforceability of any other provision hereof. Any provision of this Agreement that is subsequently determined to be invalid or unenforceable because of contravention of any applicable law, statute or government regulation shall be deemed to be amended to the extent necessary to remove the cause of such invalidation or unenforceability, and such provision, as so amended shall remain in full force and effect.
7. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given upon actual delivery of five (5) business days subsequent to mailing, by registered or certified mail, return receipt requested, postage prepaid, or with receipt of hand delivery, addressed to the following:

If To The TRAINING AGENCY
 Jessica Berreth
 ISD #833/District Service Center
 7362 East Point Douglas Rd S
 Cottage Grove MN 55016

If To WITC
 Wisconsin Indianhead Technical College
 Administrative Office
 505 Pine Ridge Dr
 Shell Lake WI 54871
 ATTN: Cher Vink

8. Any dispute under this Agreement shall be submitted to binding arbitration under the then prevailing rules of the American Arbitration Association. Judgment upon any award made in such arbitration may be entered in any court of competent jurisdiction.
9. Nothing contained in this Agreement shall create a relationship of employer-employee, principal-agent, partnership, or joint venturer between the parties and, therefore, the students are not entitled to any benefits or compensation from the TRAINING AGENCY which may be due employees of the TRAINING AGENCY. The TRAINING AGENCY shall receive no remuneration for any services provided by the students under the Program governed by this Agreement. At no time shall the students act as an employee, agent, partner, or joint venturer of the TRAINING AGENCY for any purpose whatsoever. The students shall have neither the authority to bind the TRAINING AGENCY to any contract or agreement, nor to make any commitments of any kind for or on behalf of the TRAINING AGENCY.
10. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
11. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the terms of this Amendment shall control.
12. WITC and the TRAINING AGENCY shall each bear their own costs associated with this Agreement and no payment is required by either WITC or the TRAINING AGENCY to the other party.

13. The TRAINING AGENCY agrees that in fulfilling the duties of this Agreement, the TRAINING AGENCY is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 12101, et seq., and any regulations promulgated pursuant to the Act. WITC IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
14. WITC and the TRAINING AGENCY acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than WITC. WITC agrees to provide the TRAINING AGENCY with guidance with respect to compliance with FERPA. Further, the parties shall keep confidential records, regardless of format, received pursuant to this Agreement private and shall only use such records for the purposes outlined in this Agreement.
15. The parties shall comply with all applicable state and federal laws relating to patient and medical record privacy including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164), and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations, each as issued and amended by the Secretary (all the foregoing, collectively "HIPAA"). WITC provides its students with curriculum-based HIPAA training and TRAINING AGENCY shall, in accordance with its HIPAA compliance program, include the students in its HIPAA training program.

D. TERMINATION AND AMENDMENTS

1. The term of this Agreement shall commence on July 1, 2017, and shall continue in full force and effect for a period of one year thereafter, with automatic one-year renewals. This Agreement may be modified or terminated by either party upon sixty (60) days prior written notice to the other, provided however, that no such modification or termination shall be effective for training of any student who has previously commenced the course in progress.
2. Any changes to this Agreement shall be by mutual consent of both parties, shall be in writing, and shall be attached to this Agreement as an addendum.

WISCONSIN INDIANHEAD
TECHNICAL COLLEGE

TRAINING AGENCY:

ISD #833/District Service Center
(Agency Name)



by: _____
(Cher Vink, Vice President, Human
Resources & Risk Management)

by: _____
print name: _____

Exhibit A
PROGRAM(S)

Occupational Therapy Assistant

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