

## **AFFILIATION AGREEMENT FOR PLACEMENT OF UNIVERSITY OF WISCONSIN STUDENTS**

This Agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Superior (hereinafter referred to as "University") and Duluth Public Schools (hereinafter referred to as "Facility").

In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below.

### **THE UNIVERSITY AGREES:**

1. That each school or college of the University wishing to participate in a clinical education placement program with the Facility will annually provide the Facility with a Program Memorandum, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum will include discussion of program concepts; the controls which the University and the Facility may exercise or are required to exercise; the rights of the Facility to review the University's program; the number of students to be assigned, the academic qualifications and the schedule of those students; and any other matters pertaining to the specific program content proposed by the department; and
2. To provide the Facility with a listing of students who will be participating in the program and to update that listing periodically.
  - An appropriate background check for pre-service students requesting placement will be in place prior to their arrival for their experience. The background check will have been completed within a year of the desired start date of the placement experience. A pre-service student who is a Wisconsin resident will have a completed state (CCAP) or national background check. Pre-service students who are not residents of Wisconsin will have completed a national background check.
  - Notice of completion of background check will be communicated by UW-Superior directly to the Office of Academic Programs (OAP) via the school district's "Background Check Acknowledgement" form. Notification will occur no less than two weeks prior to the beginning of the desired placement experience. Pre-service students will be unable to initiate their field experience until after (1) the OAP has received and reviewed the completed "Background Check Acknowledgement" form, and (2) notice to proceed with the placement has been thereafter communicated to the building principal and UW-Superior by the OAP. UW-Superior accepts responsibility to identify alternate placement for a pre-service candidate in the event the candidate's application is rejected.
  - UW-Superior agrees to run the required Criminal Background Check (CBC), and its students are responsible to pay any fees associated with the CBC.

### **THE FACILITY AGREES:**

1. To review any Program Memorandum concerning a clinical education program submitted by a school or college of the University. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal; and
2. Not to accept students as participants in the program unless the student is certified as a

program participant in writing by the appropriate coordinator of a particular University school or college.

**THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:**

1. The parties shall not discriminate in their training or education of any person or in the conditions of training or education or in other actions taken as a result of this Agreement by reason of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities;
2. That during the term of this Agreement, the State will indemnify University employees, officers, and agents (students in required training, a credit program, or for graduation) against liability for damages, errors, and omissions arising out of their activities while acting within the scope of their respective employment or agency, pursuant to §895.46(1) and §893.82, Stats.;
3. That the Facility will indemnify its employees, officers and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency;
4. 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; and
5. This agreement shall be construed and governed by the laws of the State of Wisconsin.

**TERM OF AGREEMENT:**

This agreement shall be for a term of 5 years, commencing Jan 1, 2022. It 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:

UW Superior Attn:  
Jeff Kahler  
P.O. Box 2000  
Superior, WI 54880

FOR THE FACILITY:

Duluth Public Schools  
Attn: School Representative  
4316 Rice Lake Rd Suite 108  
Duluth, MN 55811

Name of Department Requesting the Agreement: Department of Education

Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than one year. They may be renewed upon mutual agreement. Such Program Memoranda do not require the specific approval of either party provided they contain provisions relating solely to program arrangements and content.

Any fully executed Program Memoranda shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

FOR THE UNIVERSITY:

DocuSigned by:  
*Jeff Kahler* 7/28/2022 | 7:38 AM CDT  
41550C56257547E...

Signature of Authorized Official      Date

Jeff Kahler  
Vice Chancellor for  
Administration and Finance

FOR THE FACILITY:

DocuSigned by:  
*John Magas* 7/28/2022 | 8:47 AM CDT  
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Signature of Authorized Official      Date

John Magas  
Printed name



## MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR), Duluth Adult Education (DAE) and Lake Superior College (LSC)** have come together to implement the Automotive Light Maintenance Technician job training which is funded by the 2021 City of Duluth Community Development Block grant award.

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and  
WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

### I) Description of Partner Agencies

**SOAR** is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 12,000 individuals have received services.

**DAE** offers educational opportunities for adults to prepare for their GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

**LSC** is a two-year community and technical college in northeastern Minnesota. LSC provides 90 programs and services including technical programs and customized training for business and industry partners.

### II) Purpose and Scope:

Utilizing MN DEED's Pathways to Prosperity training model, SOAR will partner with DAE and LSC to train and support low-to-moderate-income residents to gain the skills necessary to obtain entry-level employment in the automotive technician field.

*Goal:* Economic Development

*Objective 1:* Assist participants to access living wage jobs through local businesses.



*Objective 2:* Help low-income people gain work skills, jobs and employment history that results in increased income and overall stability.

**Success Measures:**

13 Enroll into Bridge Instruction

10 Enroll into automotive light maintenance technician class

8 obtain credential/certification from LSC

7 enter into sustainable employment at or above \$15/hour

5 retain employment for 12 months

**III) Roles and Responsibilities**

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

**SOAR will:**

1. Serve as the fiscal host and grant administrator;
2. Engage with the Duluth Workforce Board to ensure open communication about the automotive light maintenance technician training, align with local workforce strategic plan (in accordance with Workforce Innovation and Opportunities Act guidelines), obtain current information on employment opportunities and labor market needs, identify local industry career pathways and other workforce development information;
3. Facilitate regular meetings with DAE and LSC for the purpose of coordination and collaborative oversight of the project;
4. Facilitate regular meetings with DAE and LSC for the purpose of gauging the project and identify issues and solutions;
5. Recruit and enroll a minimum of 10 participants into the automotive light maintenance technician training;
6. Provide 1:1 case management and participant support to enrollees; and
7. Report on project outcomes.

**DAE will:**

1. Regularly participate in automotive light maintenance technician planning and oversight meetings;
2. Coordinate with SOAR and LSC to provide educational and social support to participants;
3. Develop automotive light maintenance technician bridge curriculum;



4. Assess participants' reading and math skill level to identify the level of educational support needed for each participant;
5. Assess participants' technology skill level to identify level of support needed to be successful with automotive light maintenance technician coursework;
6. Provide 35 hours of bridge instruction to participants;
7. Provide 62 hours of integrated instruction to participants; and
8. Participate in automotive light maintenance technician graduation ceremony.

**LSC will:**

1. Regularly participate in automotive light maintenance technician planning and oversight meetings;
2. Coordinate with SOAR and DAE to provide educational and social support to participants;
3. Develop customized curriculum for automotive light maintenance technician training;
4. Provide 132 hours of instruction for automotive light maintenance technician job training. Topics include safety, tools and welding, vehicle engineering, tires and wheels, brakes, suspension, and electrical; and
5. Provide an industry recognized certification for Automotive Light Maintenance Technician.
6. Provide graduates of Automotive Light Maintenance Technician training with opportunity to apply training hours towards credit for prior learning if continuing their education at LSC for Automotive Mechanics.

**Financial involvement/commitment:**

Payment to partner agencies is contingent upon receipt of City of Duluth Community Development Block Grant funding. Payments will be made at the conclusion of the automotive technician training. Payment will not be made without proper documentation.

Please send invoices via email or USPS by January 15, 2023 to  
Ann Miller, Finance Director, [amiller@soarcareers.org](mailto:amiller@soarcareers.org)  
or  
SOAR Career Solutions  
Attn: Ann Miller



205 W. 2nd Street, Suite 101  
Duluth, MN 55802

**Maximum payment made to each agency:**

Duluth Adult Education: \$11,138

Lake Superior College: \$31,264

**IV) Timeline**

Responsibilities under this Memorandum of Understanding will coincide with the automotive technician training, January 18 – December 15, 2022.

**V) Signatures**

SOAR, DAE and LSC agree to collaborate and provide services as detailed above in Section III to fulfill the automotive light maintenance technician job training.

BY: DocuSigned by:  
*Emily Edison* DATE: 7/19/2022  
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Emily Edison, Executive Director, SOAR Career Solutions

BY: DocuSigned by:  
*John Magas* DATE: 7/19/2022  
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John Magas, Superintendent, Duluth Public Schools

BY: DocuSigned by:  
*Linda Kingston* DATE: 7/19/2022  
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Dr. Linda S. Kingston, Ph.D., Vice President of Academic and Student Affairs, Lake Superior College