

**AGREEMENT BETWEEN  
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
AND  
BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM  
FOR CONDUCTING A CLINICAL EDUCATION OR FIELD PLACEMENT PROGRAM**

This agreement is between the MILWAUKEE BOARD OF SCHOOL DIRECTORS (hereinafter referred to as "MPS") and the Board of Regents of the University of Wisconsin System (hereinafter referred to as "UNIVERSITY") in consideration of the mutual benefits to the respective parties, which result from operating a clinical education or field placement program. MPS and UNIVERSITY agree to the terms set forth below.

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

1. That each school or college of UNIVERSITY wishing to participate in a clinical education program with MPS will annually provide MPS with a Program Memorandum or Student Teaching Program Handbook, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum or Student Teaching Program Handbook, as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum or Student Teaching Program Handbook will include discussion of program concepts; the controls which the UNIVERSITY and MPS may exercise or are required to exercise; the right of MPS to send representatives to review the UNIVERSITY'S program; the number of students to be assigned, the qualifications of those students and the schedules of those students; and/or any other matters pertaining to the specific program proposed by the department.
2. That the UNIVERSITY will assign to MPS only those students who have satisfactorily completed the prerequisite didactic portion of the UNIVERSITY curriculum and all corresponding health status requirements including a report of a recent TB test result and general physical examinations with related laboratory tests, before the student enters the program. UNIVERSITY agrees not to assign a student to MPS unless the UNIVERSITY has determined that the student possesses the educational qualifications necessary to successfully complete the Program at MPS.
3. UNIVERSITY will ensure that each UNIVERSITY student who is expected to participate in the MPS clinical or field placement will complete the MPS Application for Participation in an MPS Clinical Education or Field Placement Program ("Application"), attached hereto as Exhibit A and incorporated herein by reference.

UNIVERSITY shall provide MPS with the fully completed original Application of each UNIVERSITY student applying for participation in an MPS Clinical Education or Field Placement Program at least 30 (thirty) days prior to the date on which the student is scheduled to commence his/her participation in an MPS Clinical Education or Field Placement Program.

UNIVERSITY'S field placement program shall disclose, or shall require a UNIVERSITY student to disclose, to MPS any information in the program's possession about the student which would lead a reasonable person to conclude that the student would pose a safety risk to MPS students or staff, including information which has not resulted in a criminal conviction or ordinance violation.

4. UNIVERSITY shall pay MPS \$12.00 (twelve dollars) per student background investigation performed by MPS. In addition, UNIVERSITY shall pay for any extra costs, subject to a \$50.00 (fifty dollar) maximum per student for any out of state background investigation that MPS performs. MPS shall directly bill the UNIVERSITY institution attended by the student on whom a background investigation was performed. Such institution shall make payment to MPS within 30 (thirty) days of receipt of invoice.

5. UNIVERSITY shall, as allowed by Wisconsin statutes, defend and hold harmless the MPS Board, its members, its agents, employees and officers against any and all claims, demands, actions and causes of action and resulting liability, loss, damages, costs and expenses for injury to persons and damages to or loss of physical property to the extent caused directly or proximately by any wrongful, intentional or negligent act, inaction or omission of UNIVERSITY, its agents, trustees, employees, officers, students and volunteers who directly or indirectly participate in the clinical education programs so long as such acts, omissions, or inactions are within the scope of the person's services for the UNIVERSITY under ss. 895.46 and 893.82, Wisconsin Statutes.
6. UNIVERSITY shall provide MPS with a listing of students who will be participating under the program and to update that listing periodically. Students of the UNIVERSITY participating in the Program shall be deemed agents of UNIVERSITY when they are participating in the MPS Program covered by this Agreement.
7. UNIVERSITY shall make application to the MPS Division of Research and Assessment prior to conducting any research within MPS or with MPS staff or MPS students that involves the UNIVERSITY'S field placement program at MPS.
8. UNIVERSITY shall comply with all state and federal laws and MPS policies related to the release of MPS student information.
9. UNIVERSITY shall ensure that UNIVERSITY students involved in a clinical or field placement program at MPS will promptly report any conduct or behavior as required by Wis. Stat. 48.981 to the appropriate authorities and his or her field placement or clinical advisor at the UNIVERSITY. The UNIVERSITY field placement or clinical advisor shall promptly notify the appropriate MPS personnel of such report.

**MPS AGREES:**

1. To review any Program Memorandum or Student Teaching Program Handbook concerning any Clinical Education or Field Placement Program which is submitted by UNIVERSITY. Upon review, MPS will notify the school or college of its acceptance or rejection of the academic program proposal.
2. To indemnify its employees, officers and agents against liability for damages arising out of their activity while acting within the scope of their respective employment or agency, pursuant to sec. 895.46, Stats.
3. To not accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate fieldwork coordinator of UNIVERSITY.
4. To permit the educational use of audiovisual equipment, supplies and other equipment that support the course objectives and student learning.
5. To refuse educational access to its areas by any UNIVERSITY personnel who do not meet its employee standards for safety, health, or ethical behavior, or whose presence may be disruptive.
6. Perform a background investigation on each UNIVERSITY student for whom MPS has received a fully completed original Application. MPS reserves the right to accept only those students who, in accordance with MPS Procedures, have nothing in their backgrounds, as revealed by MPS' background investigation or information provided by UNIVERSITY, which would render such students ineligible for participation in an MPS Clinical Education or Field Placement Program, including, but not limited to, convictions of criminal offenses which substantially relate to the duties and responsibilities to be assigned to the UNIVERSITY student.

**BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM AND MPS JOINTLY AGREE:**


1. That MPS may cancel, upon 5 (five) day written notice to the UNIVERSITY, the clinical placement of any student whose performance is unsatisfactory or for any nondiscriminatory reason, or immediately if MPS determines that UNIVERSITY student is disruptive or constitutes a threat to MPS, its program, staff or students. MPS will provide the UNIVERSITY with a written justification for any such cancellation and UNIVERSITY shall promptly notify its student of such cancelled placement. When possible, MPS shall take reasonable steps to consult with the UNIVERSITY prior to the cancellation of a student from the program.
2. MPS shall promptly notify the designated representative of the UNIVERSITY institution if MPS determines that a student of that institution is not eligible to participate in a Clinical Education and Field Placement Program at MPS because of the results of the background investigation. UNIVERSITY shall promptly notify its student of this decision.
3. That there shall be no discrimination against students on the basis of the students' race, color, creed, religion, sex, national origin, disability, ancestry, age, sexual orientation, pregnancy, marital status or parental status.
4. By executing this agreement, neither UNIVERSITY nor MPS waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.
5. This agreement shall be construed and governed by the laws of the State of Wisconsin.
6. This agreement is not a third-party beneficiary contract, and confers no rights upon any students or employees of the parties.
7. During the term of this Agreement, all parties shall each maintain the following insurance policies or be self-insured under Statutory regulations: General Liability insurance coverage while participating in professional activities or coursework covered by this Agreement. Property coverage if for UNIVERSITY-owned property only. Liability coverage includes: Commercial General, Public, Negligence, Professional Malpractice. Automobiles and equipment owned by the UNIVERSITY and utilized in this study will be covered by the self-funded programs. UNIVERSITY protection cannot be canceled, reduced or altered in any manner without legislative action.
8. Students are not employees of UNIVERSITY or of MPS and are therefore ineligible to receive Workers Compensation or Unemployment Compensation benefits from either party. Furthermore, UNIVERSITY faculty are not eligible for coverage under the MPS's Worker's Compensation or Unemployment Compensation insurance programs.
9. This agreement may be modified or revised anytime by mutual consent. Such modifications or revisions must be in writing and be signed by the authorized representative of each party.

**TERMS OF AGREEMENT:**

This agreement shall be for a term of five years, commencing July 1, 2015 to July 1, 2020 unless notified otherwise. It may be terminated solely by written notice, ninety (90) days in advance, by either party to the designated agent of the other. Program Memoranda and/or Student Teaching Program Handbooks presented by UNIVERSITY and accepted by MPS shall be for a term of no longer than one year. They may be renewed upon mutual agreement. Such Program Memoranda and/or Student Teaching Program Handbooks do not require the further approval of either party provided they contain provisions relating solely to program arrangements and content. All such Program Memoranda and/or Student Teaching Program Handbooks must be approved by the respective administrators within UNIVERSITY. All fully


executed Program Memoranda and/or Student Teaching Program Handbooks shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

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

  
\_\_\_\_\_  
David J. Ward  
Chief Academic Officer

11/24/15  
\_\_\_\_\_  
Date

**FOR MPS:**

  
\_\_\_\_\_  
Darlene B. Driver, Ed.D.  
Superintendent of Schools

11/24/15  
\_\_\_\_\_  
Date