

**GLOBAL AGREEMENT BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
&
BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
FOR CONDUCTING CLINICAL EDUCATION AND/OR
FIELD PLACEMENT/STUDENT TEACHER PROGRAMS**

This Agreement is between the MILWAUKEE BOARD OF SCHOOL DIRECTORS, (hereinafter referred to as "MPS"), and 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 clinical education and/or field placement/student teacher programs. MPS and UNIVERSITY agree to the terms set forth below.

UNIVERSITY AGREES:

1. To annually provide MPS with a Program Memorandum or Student Teaching Program Handbook which details the academic content of each proposed program. Upon acceptance of each individual Program Memorandum or Student Teaching Program Handbook by MPS, as provided hereafter, it shall become a part of this Agreement and shall be incorporated by reference. The Program Memorandum or Student Teaching Program Handbooks shall include: discussion of program concepts; the controls which UNIVERSITY and MPS may exercise or are required to exercise; the right of MPS to send representatives to review UNIVERSITY's programs; the number of UNIVERSITY students to be assigned, the qualifications of those students & the schedules of those students; and/or any other matters pertaining to the specific programs proposed. The Program Memorandum or Student Teaching Program Handbook shall not include any terms inconsistent with this Agreement.
2. To designate a faculty member or administrator who shall be the liaison with MPS for purposes of contact, coordination and administration of this Agreement.
3. To assign to MPS only those UNIVERSITY students who have satisfactorily completed the prerequisite didactic portion of the UNIVERSITY's curriculum and all corresponding UNIVERSITY health status requirements, including a TB test, before the students enter the MPS placement for student teachers/interns. UNIVERSITY agrees not to assign a student to MPS unless UNIVERSITY has determined that the student satisfactorily completed the health status requirements and possesses the educational qualifications necessary to successfully complete his/her program at MPS.
4. To ensure that each UNIVERSITY student who is expected to participate in a UNIVERSITY clinical or field placement/student teacher program at MPS 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.
5. To provide MPS with the fully completed original Application of each UNIVERSITY student applying for participation in a MPS Clinical Education or Field Placement/Student Teacher Program at least 60 (sixty) days prior to the date on which the student is scheduled to commence his/her participation in any MPS Clinical Education or Field Placement/Student Teacher program. UNIVERSITY's liaison shall notify MPS's liaison of any problems meeting this timeline.
6. To disclose, or require a UNIVERSITY student to disclose, to MPS any information in the UNIVERSITY'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.

7. To pay MPS the standard current fee it charges per student for each criminal information background check (“background check”) 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 UNIVERSITY for said background checks performed and UNIVERSITY shall make payment to MPS within 30 (thirty) days of receipt of invoice.
8. To indemnify, defend and hold harmless the MPS Board, its members, its agents, employees and officers, (collectively referred to in this paragraph as “the Indemnitee”), against any and all claims, demands, actions and causes of action and resulting liability, loss, damages, costs and expenses for injury to persons and/or damages to and/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 or field placement/student teacher programs, except those caused solely by the acts or omissions of the Indemnitee, unless those acts or omissions are in response to a directive, policy, or instruction issued by UNIVERSITY. This indemnification obligation shall not be reduced in any way by the existence or nonexistence, limitation, amount or type of damages, compensation, or other laws or insurance provisions. Under no circumstances is Indemnitee’s recovery limited due to the fact that Indemnitee is named as additional insured under any of UNIVERSITY’s insurance policies.
9. To effect and maintain the following insurance coverage throughout the term of this Agreement:
 - a. General Liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, including contractual liability for the risks assumed in this Agreement, (the “Milwaukee Board of School Directors” is to be named as an additional insured);
 - b. Umbrella (Excess) Liability with limits of not less than \$2,000,000 per occurrence in excess of the General Liability insurance limit;
 - c. Professional Liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate covering the personnel and agents of UNIVERSITY for liability arising out of the activities covered under this Agreement; and
 - d. Property insurance coverage for UNIVERSITY-owned property.

UNIVERSITY further agrees to provide to MPS a certificate of insurance evidencing the aforementioned insurance requirements before UNIVERSITY students are assigned to attend MPS classrooms.

10. To provide MPS with a listing of students who will be participating under each 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 programs covered by this Agreement.
11. To ensure that, in such programs where UNIVERSITY students have the need to work with Protected Health Information, such UNIVERSITY students will complete instruction on all requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) prior to beginning assignments at MPS. Such students will also participate in additional HIPAA training provided by MPS. Such students will participate in additional Family Educational Rights and Privacy Act (“FERPA”) training provided by MPS, as applicable. UNIVERSITY Students will comply with all MPS Board and Department Policies, procedures and requirements pertaining to HIPAA and FERPA, including the release of MPS student information.

12. To comply with, and notify each student in advance of his/her assignment at MPS, that he/she is responsible for all of the following:
 - a. Compliance with all Board policies, administrative procedures, regulations, standards and practices of MPS, as well as those of the UNIVERSITY, including reporting to the MPS assigned location on time;
 - b. Compliance with all requirements of Wis. Stat. Ch. 48, including, but not limited to Wis. Stat. § 48.981, which sets forth Wisconsin's mandatory reporting requirements. Such reports shall immediately be provided by student to the designated UNIVERSITY liaison, who shall notify the designated MPS liaison within 48 hours of receiving such a report. Students shall cooperate with related investigations by MPS and/or law enforcement officials; and
 - c. Maintaining the confidentiality of any information related to MPS students. To that end, should the UNIVERSITY require video clips of a student participating in fieldwork to be submitted for purposes of assisting the student improve their teaching/clinical practices, it may only do so if the following occur:
 - i. Parents and guardians give prior written consent to having their children appear on video, with explicit knowledge about how the video clip(s) will be used and shared. It shall be the UNIVERSITY'S responsibility to produce and facilitate the collection of these forms.
 - ii. The fieldwork student must position the camera accordingly so as not to include those students whose families do not grant permission to be recorded from having their images captured. However, non-consenting students must not be excluded from the learning activity.
 - iii. Video clips created must only be submitted to the UNIVERSITY as part of the student's fieldwork, and must not be shared beyond that.
 - iv. Upon completion of the fieldwork, the UNIVERSITY shall be responsible for ensuring that all video clips are properly destroyed.

In the event the UNIVERSITY improperly discloses the video clips, which constitute confidential pupil records under FERPA, or fails to destroy them as required herein, MPS shall restrict the UNIVERSITY'S access to confidential pupil records for at least five years. 20 U.S.C. 1232g(b)(4)(B).

13. To make application to the MPS Office of Research and Assessment prior to conducting any research involving any of UNIVERSITY's programs at MPS.

MPS AGREES:

1. To designate an MPS administrator who shall be the liaison with UNIVERSITY for purposes of contact, coordination and administration of this Agreement.
2. To review any Program Memorandum or Student Teaching Program Handbook concerning any Clinical Education or Field Placement Program this is submitted by UNIVERSITY. Upon review, MPS will notify UNIVERSITY liaison of its acceptance or rejection of the program proposal.
3. Pursuant to the laws of the State of Wisconsin, including, but not limited to, Wis. Stat. §§ 893.80 & 895.46, 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.
4. To effect and maintain the following insurance policies or be self-insured under Statutory regulations:

- a. General Liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, including contractual liability, for the risks assumed in this Agreement;
 - b. Umbrella (Excess) Liability with limits of not less than \$2,000,000 per occurrence in excess of the General Liability insurance limit;
 - c. Professional Liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate covering the personnel and agents of MPS for liability arising out of activities covered under this Agreement; and
 - d. Property insurance coverage for MPS-owned property.
5. To not accept students as participants in any program unless the student is certified as a program participant in writing by the appropriate fieldwork coordinator of UNIVERSITY.
 6. To permit the educational use of audiovisual equipment supplies and equipment that supports the course objectives and student learning.
 7. 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.
 8. To perform a background check 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 Policies and Procedures, have nothing in their backgrounds, as revealed by MPS's background investigation(s) or information provided by UNIVERSITY, which would render such students ineligible for participation in an MPS 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. MPS shall notify UNIVERSITY's liaison of the names of those students who are not accepted due to the results of such background check(s) or information provided by UNIVERSITY. UNIVERSITY'S liaison shall ensure that UNIVERSITY provides prompt notice to such student(s) who have not been accepted. UNIVERSITY'S liaison shall also coordinate all subsequent communication on the matter with the student(s) and ensure that such student(s) are not referred by the UNIVERSITY to contact MPS representatives for additional information or explanation.

UNIVERSITY AND MPS JOINTLY AGREE:

1. That MPS may cancel, upon 5 (five) day written notice to the UNIVERSITY, the placement of any UNIVERSITY student whose performance is unsatisfactory or for any nondiscriminatory reason. MPS cancel the placement of any UNIVERSITY student immediately if MPS determines that UNIVERSITY student is disruptive or constitutes a threat to MPS, its program, staff or students. MPS will provide UNIVERSITY with a written justification for any cancellation and UNIVERSITY shall promptly notify its student of such cancelled placement. When possible, MPS shall take reasonable steps to consult with UNIVERSITY prior to the cancellation of a student from a program.
2. That MPS shall promptly notify the UNIVERSITY liaison if MPS determines that a UNIVERSITY student is not eligible to participate in a program at MPS because of the results of a background check. 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. That both UNIVERSITY and MPS each comply with any federal, state or local laws that pertain to this Agreement.
5. That by executing this agreement, neither UNIVERSITY nor MPS waives any constitutional, statutory or common law defenses.
6. That this Agreement shall be construed and governed by the laws of the State of Wisconsin.
7. That this Agreement is not a third-party beneficiary contract, and confers no rights upon any students or employees of the parties.
8. That any UNIVERSITY student participating in a MPS program are neither employees of UNIVERSITY nor of MPS and, therefore, are ineligible to receive Workers' Compensation or Unemployment Compensation benefits from either party. Furthermore, UNIVERSITY faculty are not eligible for coverage under MPS's Workers' Compensation or Unemployment Compensation insurance programs.
9. That this Agreement may be modified or revised anytime, but only by mutual consent. Such modifications or revisions must be in writing and be signed by the authorized representative of each party.
10. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

TERM OF AGREEMENT:

This Agreement shall be for a period of time March 1, 2021 through July 31, 2024. It may be terminated solely by written notice, ninety (90) days in advance, by either party to the designated agent of the other. However, 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 approved 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.

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

BY: 

Date

**THE MILWAUKEE BOARD OF SCHOOL
DIRECTORS**

BY: _____

Dr. Keith P. Posley
Superintendent of Schools

Date

2-26-2021

