


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: November 27, 2017

SUBJECT: Agreement Between The Board of Regents of the University of Wisconsin System, on Behalf of the University of Wisconsin – River Falls and Independent School District 271, Volunteer Connection


ORIGINATING DEPARTMENT: Academic Services

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Eric Melby, 
Assistant Superintendent

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves the Agreement Between The Board of Regents of the University of Wisconsin System, on Behalf of the University of Wisconsin – River Falls and Independent School District 271, Volunteer Connection effective July 1, 2017 – June 30, 2020.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

DETAILED BACKGROUND:

The University Agreement relates to the conduct of a Clinical Education or Field Education program participants from any or all departments of the University. The Agreement states Independent School District 271 will provide volunteer sites and opportunities through the Volunteer Connection. The University will coordinate with the Volunteer Connection office to find appropriate placements in Bloomington in accordance with requirements set forth in Policy 906, Volunteers.

The District's legal counsel and insurance carrier of record have reviewed the Agreement.



AGREEMENT BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
ON BEHALF OF THE UNIVERSITY OF WISCONSIN – RIVER FALLS
AND
Independent School District No. 271 of Hennepin County, Minnesota
FOR THE CONDUCT OF A CLINICAL EDUCATION OR FIELD EDUCATION PROGRAM

This agreement is between the Board of Regents of the University of Wisconsin system on behalf of the University of Wisconsin-River Falls (hereinafter referred to as “University”) and . **Independent School District No. 271 of Hennepin County, Minnesota** (hereinafter referred to as “Facility”).

In consideration of the mutual benefits to the respective parties, any and all departments of the University wishing to enter into a clinical education program with the Facility, 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 or field 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 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. To recognize within the extent and limitations of Secs. 895.46(1) and 893.82, Wis. Stats., that the State will pay judgements for damages and costs against its officers, employees and agents arising out of their activities while within the scope of their assigned responsibility in the program at the Facility.
3. To provide the Facility with a listing of students who will be participating under the program and to update that listing periodically.

THE FACILITY AGREES:

1. To review any Program Memorandum concerning any clinical education or field placement program which is submitted by a school or college of the University of Wisconsin-River Falls. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal.
2. To satisfy the provisions contained in 45 CFR 46, existing for the protection of human subjects, to the extent that such regulations are applicable to the respective program involved. The University will provide a copy of such regulations upon request and will make its institutional review board available to the Facility for consultative purposes.
3. Not to accept students as participants in the program unless the student is certified as program participant in writing by the appropriate field work coordinator of a particular University school or college.

THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:

1. That there shall be no discrimination against students on the basis of race, color, creed, sex, age or national origin.
2. That the State will indemnify University 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 Secs. 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 activity while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to Sec. 895.46, Stats.
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.
5. This agreement shall be construed and governed by the laws of the State of Minnesota.

TERMS OF AGREEMENT:

This agreement shall be for a term of three years, commencing **July 1, 2017 and ending June 30, 2020**. It may be terminated solely by thirty (30) day written notice, by either party or the designated agent of the other.

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 further approval of either party provided they contain provisions relating solely to program arrangements and content.

All such Program Memoranda must be approved by the respective school or college within the University. Such Memoranda shall be effective for a period of one year.

All 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 FACILITY:

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

Signature of Authorized Official Date

Name and Title (Type or print)

Signature of Authorized Official Date

Name and Title (Type or print)