

**NORTHEAST WISCONSIN TECHNICAL COLLEGE
FIRE SCIENCE STUDENT
PLACEMENT AGREEMENT**

THIS FIRE MEDIC/SCIENCE STUDENT PLACEMENT AGREEMENT, is made and entered into as of the _____ (the "Agreement"), by and between the NORTHEAST WISCONSIN TECHNICAL COLLEGE DISTRICT, a Wisconsin statutory technical college district ("NWTC"), and the Fire Department whose full legal name and principal business address appear below opposite the parties' signatures (the "Fire Department").

WHEREAS, NWTC is a Wisconsin technical college district engaged in the education and training of students enrolled in allied Fire Science and Fire Medic instructional programs, which programs necessarily rely on and include practical, observation and participation in Fire Medic/Science and emergency facilities as a material component of the relevant curriculum;

WHEREAS, the Fire Department recognizes a need for an available workforce of well-trained graduates of Fire Science and Fire Medic programs who have obtained field observation and practical experience within Fire Science and emergency facilities actively engaged in delivering Fire Science services;

WHEREAS, NWTC maintains Fire Medic and Fire Science programs that include placement of students in Fire Departments for purposes of observation and practical experience including, but not limited to, the opportunity to "ride along" with emergency personnel;

WHEREAS, the Fire Department maintains and operates certain emergency medical facilities suitable for and engaged in providing Fire Science services which are valuable to NWTC's curriculum, the Fire Department desires to make such facilities and staff available to NWTC for instructional purposes, and NWTC desires to place its students with the emergency operations to be provided by Fire Department on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements and covenants made herein, and other good and valuable consideration which the parties deem sufficient, NWTC and the Fire Department agree as follows:

A. INTRODUCTION

1. NWTC Instructional Program. This Student Placement Agreement shall apply to, and govern the placement of, those NWTC students enrolled in, and seeking field placements regarding, the instructional program 'designated in attached **Exhibit A** (the "Program").

2. The Fire Department. With regard to the Program, the Fire Department shall make its department, or other Fire Science Fire Department(ies) identified in attached **Exhibit B** (the "Site") available to NWTC for the education, training and temporary field placement of Program students.
3. Program Contacts. The principal contact for NWTC regarding the Program students placed at the Site hereunder and the principal contact for the Fire Department regarding the students placed at the Site hereunder are designated on attached **Exhibit C**.

B. OBLIGATIONS OF NWTC.

1. Compliance With Accreditation Standards. NWTC shall be solely responsible for developing, offering and implementing an educational curriculum in the Program, which shall be approved by the Wisconsin Technical College System Board and shall provide basic required classroom and field instruction consistent with (i) the standards of all applicable professional accrediting bodies and (ii) applicable federal, state and/or local laws and regulations.
2. Basic Classroom and Field Instruction. All Program students placed at the Fire Department shall first have satisfactorily completed all prerequisite classroom instruction. NWTC shall develop and implement the Program students' curriculum in its sole discretion, and shall have exclusive responsibility for developing the Program objectives, admitting (or rejecting) qualified students to the Program, providing instructional faculty, scheduling and monitoring field rotations by students, maintaining all permanent student records, assessing student performance and grading, and generally providing basic Program oversight and management.
3. NWTC Faculty. NWTC shall provide such faculty, adjunct faculty, instructional staff and/or supervisory personnel as the Fire Department and NWTC may agree upon from time to time.

C. OBLIGATIONS OF NWTC REGARDING PROGRAM STUDENTS.

1. HIPAA Compliance. NWTC and the Fire Department agree that the conduct of NWTC instructors/students, when instructors/students are placed with the Fire Department and are engaged in the performance of duties for the Fire Department, is under the direct control of the Fire Department, and these instructors/students are members of the Fire Department's workforce for HIPAA purposes, as defined in 45 C.F.R. § 160.103, under these circumstances. NWTC instructors/students will comply with all policies, procedures, laws, and regulations of the Fire Department which have been communicated to the instructor/ student.
2. Student Health Screening. Prior to assigning any Program student to a field placement at the Site, NWTC shall determine that such students have been tested and passed all necessary health screening measures reasonably required by the Fire Department, consistent with the Fire Department's own health screening requirements of its own staff

and employees, according to information provided to NWTC by the Fire Department. Program students shall have received all vaccinations, immunizations and/or other preventative measures reasonably required by the Fire Department, or under applicable law.

3. **Caregiver Background Checks.** Prior to assigning any Program student or Program instructional staff to a field placement with the Fire Department (involving patient contact or which requires a "Caregiver Background Check" under Wisconsin law, including Wis. Admin. Code Chapter HFS 12), NWTC, itself or by a contractor or agent hired by it, shall perform a Caregiver Background Check which shall include (i) obtaining a completed State of Wisconsin "Background Information Disclosure" form and (ii) conducting a Criminal Records Check. If such background check indicates a criminal conviction or pending criminal charges constituting a "permanent bar" or "bar pending rehabilitation," NWTC shall not place such student, faculty and/or staff member subject to bar with the Fire Department. If the background check reveals a conviction or pending charges of a crime which is not a "permanent bar" or "bar pending rehabilitation," NWTC shall inform the Fire Department thereof, which shall determine in its sole discretion whether the conviction or pending charge(s) are substantially related to the care of the Fire Department's patients or clients. Written records regarding Caregiver Background checks shall be (i) maintained at all times by NWTC, (ii) provided, upon request to the Fire Department, and (iii) carried by each NWTC student, faculty or staff member while at the Site. The Caregiver Background Check shall be conducted at NWTC's or the student's cost. Caregiver Background checks completed by NWTC or its students for participation in other instructional programs within 3 months before the date the student would be assigned to the Program shall be recognized by the Fire Department and sufficient hereunder. NWTC shall immediately notify the Fire Department in writing if NWTC determines with reasonable certainty that any NWTC student, faculty or staff member at the Site pursuant to this Agreement may be or becomes subject to a "bar."
4. **Student Discipline: Withdrawal.** NWTC shall be responsible for maintaining the discipline, demeanor, and academic and professional conduct of students in the Program. Failure to observe the Fire Department's written policies, rules and regulations which have been previously communicated to NWTC (in writing) and its students (in writing or orally) may constitute grounds for termination of a student's field placement privileges, and NWTC may be requested by the Fire Department to terminate such student(s). The following may be grounds for student withdrawal: (i) repeated failure to maintain Caregiver Background Check documentation, (ii) repeated failure to follow Fire Department policies and procedures which have been communicated to the student, (iii) the existence of health conditions which pose a material risk (in the judgment of the Fire Department staff) to Fire Department patients with whom the student may have contact, and (iv) repeated failure to maintain adequate performance in the field placement. The foregoing are examples only, and do not limit NWTC's right to terminate student participation or the Fire Department's right to request the same.
5. **Student Status.** NWTC students participating in the "ride-along" or other operations with the Fire Department shall not be deemed employees of the Fire Department, and shall

receive no compensation for services they may provide. NWTC students may from time to time provide economically valuable services, but are engaged exclusively in an educational Program, solely for educational purposes, and the Fire Department shall not substitute students for, or support regular Site staffing requirements with, students.

6. Resolution of Conflicts in Favor of Patient Care. The Fire Department may in its sole discretion limit educational access to any NWTC students who do not meet the Fire Department's standards generally applicable to its employees for safety, health screening, professional conduct or ethical behavior. The Fire Department may resolve any conflict involving a student or the Program in favor of the Fire Department's patients' welfare, and restrict student involvement to observation.

D. OBLIGATIONS OF THE FIRE DEPARTMENT.

1. The Fire Department maintains full responsibility and authority for patient care at all times.
2. Provide Field Experiences. The Fire Department shall provide reasonable access to practical field experiences for the Program students, in a supervised and controlled setting. The field experiences shall be substantially related to the Program curriculum described at Exhibit B, and shall supplement and enhance the students' basic classroom instruction. Field experiences may include without limitation, access and exposure to (i) sources of relevant information for educational purposes; (ii) the Fire Department's procedure guides, policy manuals and physical facilities (including instrumentation, fire equipment, etc.); (iii) standard field references; (iv) the Fire Department's Fire staff, subject to staff availability.
3. Educational Support Facilities. Subject to availability, the Fire Department shall make available for educational purposes, meeting or conference rooms or other appropriate areas where groups of Program students may hold discussions, small group instructional sessions, and shall permit use of such supplies and equipment as are commonly available for safe Fire prevention and extinguishing practices.
4. Fire Department Staff Involvement. Subject to their availability, and as the Fire Department and NWTC's faculty and instructional staff assigned to the Program may agree from time to time, the Fire Department shall make its staff available to Program students for (i) educational question/answer sessions with students and NWTC faculty, (ii) giving verbal feedback as appropriate regarding student field performance, (iii) providing direct supervision of students in conjunction with NWTC faculty, and (iv) providing appropriate field experiences for students to gain practical Fire Science experiences consistent with the Program curriculum and instructional plans set forth by NWTC.
5. Fire Department Accreditation. At all times during the term of this Agreement, the Fire Department shall maintain the highest appropriate professional standards of care, maintain properly licensed and trained field staff, maintain the Site as a field Fire Department for instruction regarding an accredited Program, and integrate the students where appropriate into the Fire Science services being provided by the Fire Department.

6. Disclosure of Policies, Rules and Regulations. Prior to student placement with the Fire Department, the Fire Department shall provide NWTC faculty in charge of the Program with written copies (or precise references to standard field references) of, and generally inform NWTC regarding, applicable (i) Fire Department policies and procedures, (ii) applicable federal, state, and/or local laws and governmental regulations, and (iii) Fire Department rules and regulations, which in each case may affect the Program students during their field placement.
7. Orientation. The Fire Department shall provide Program students a general orientation, overview, and introduction to the Site, and to the conditions of patients generally treated therein in order to safeguard patient welfare and assist the students in gaining practical skills and confidence.

E. GENERAL PROVISIONS.

1. **Term and Termination.** The initial term of this Agreement shall be a two year term, commencing on May 18, 2016 and ending on July 31, 2016. This Agreement shall automatically renew for successive terms of two (2) years unless either party shall elect to not renew, and shall serve written notice upon the other party no less than ninety (90) days prior to the end of a term. Either party may terminate this Agreement upon a material breach of this Agreement which continues, uncured for a period of thirty (30) days following the non-breaching party's delivery of written notice to the breaching party; provided, however, that if cure cannot be practically accomplished with such 30 day period and the breaching party has promptly commenced cure with such 30 day period and diligently pursue cure thereafter, such 30 day period shall be extended for an additional period of up to 30 days. Notwithstanding anything in this Paragraph or the Agreement to the contrary, upon any termination of this Agreement, NWTC shall be permitted to maintain and complete the then effective Program student placements through the applicable current academic term, and the Fire Department shall cooperate with and permit existing field rotations for Program students already placed sufficiently with the Fire Department. This agreement supersedes any 'ride along' Student Placement agreements previously in place between the parties.
2. **Insurance.** At all times during the term of this Agreement, each party shall maintain in full force and effect, commercial general and professional liability insurance covering each of its employees and agents against general and medical professional liability claims. Such coverage shall be in the minimum amount of \$1,000,000 per occurrence for commercial general liability and \$2,000,000 per claim or occurrence for professional liability. Fire Department agrees to list NWTC as an additional insured on all commercial general liability insurance policies maintained for this purpose. Each party shall provide the other party with a certificate of insurance evidencing these coverages prior to the commencement of the contract. NWTC requires 30 day written notice of cancellation, non-renewal or material change in the Facility's insurance coverage(s).

2. Indemnification.

- (a) Fire Department shall and hereby does agree to indemnify, defend and hold harmless NWTC, including without limitation its trustees, faculty, administrators, employees, instructors, students, agents, and their respective successors and assigns, from and against any loss, liability, claim, obligation, damage, deficiency, cost or expense (including reasonable actual attorneys' fees) resulting from, arising out of or in any way connected with (i) Fire Department's (including without limitation its administrators', medical staffs', employees' and/or agents') negligent act(s) or omission(s) or intentional wrongdoing occurring in the course of Fire Department's performance hereunder, or (ii) Fire Department's material breach of any term, condition or provision of this Agreement.
- (b) NWTC shall and hereby does agree to indemnify, defend and hold harmless Fire Department, including without limitation its officers, administrators, employees, agents, and their respective successors and assigns, from and against any loss, liability, claim, obligation, damage, deficiency, cost or expense (including reasonable actual attorneys' fees) resulting from, arising out of or in any way connected with (i) NWTC's (including without limitation its administrators', faculty's, employees' and/or agents') negligent act(s) or omission(s) or intentional wrongdoing occurring in the course of NWTC's performance hereunder, or (ii) NWTC's material breach of any term, condition or provision of this Agreement.

3. Dispute Resolution: Mediation; Arbitration.

- (a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof first shall be submitted to mediation between the parties, facilitated by a professional mediator mutually acceptable to the parties. (If the parties cannot agree upon a mediator within 30 days of initial notice of a dispute subject to this paragraph, each party shall nominate a proposed mediator, who shall in consultation with the other party's proposed mediator, select a third mediator to alone hear the dispute as soon as possible thereafter).
- (b) If a dispute cannot be resolved or settled within 60 days following submission of the dispute to mediation, it shall be settled by arbitration in accordance with the rules of the Commercial Arbitration Rules of the American Arbitration Association then in effect on the date of this Agreement or such other process as may be agreed to by the parties. Any arbitration proceeding held pursuant to this paragraph shall be held in Green Bay, Wisconsin, unless another site is agreed upon by the parties hereto. The arbitration shall be the sole and exclusive forum for resolution of the dispute or controversy, and the award shall be final and binding. The fees and costs of the arbitration shall be borne by the losing party, or as otherwise directed by the arbitrator. Failure to timely pay required arbitration fees, if any, shall constitute default by the non-paying party. The parties shall promptly negotiate in good faith to appoint a single arbitrator who shall be disinterested in the dispute or controversy and shall have no connection to either party. If the parties are unable to agree on an arbitrator within 10 days of the

demand for arbitration or the date the mediation fails, whichever is sooner, they shall each select an arbitrator who shall select a third arbitrator and the third arbitrator shall serve as sole arbitrator of the dispute. The arbitration proceeding shall proceed to a final award within not more than 180 days following submission of the dispute to the arbitrator so selected.

- (c) The arbitrator shall arbitrate the dispute and interpret this contract in accordance with the domestic laws of the State of Wisconsin, without regard to the principles of conflicts of laws thereunder. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction over the parties hereto. The award shall be made and shall be payable in United States dollars free from any tax or any other deduction.

5. Force Majeure. No failure or delay in the performance of the obligations of NWTC or Fire Department under this Agreement shall be deemed a breach of this Agreement or create any liability therefore if the failure or delay in performance is due to any cause or causes beyond the control of the parties, including, without limitation, strikes, work stoppages, accidents, shut down or delay of suppliers, governmental orders, fires, explosions or other acts of God, theft, embargoes, loss or delay in transit, inability to secure transportation facilities or contingencies arising out of or due to national defense activities, war or emergency conditions. In the event of any such failure or delay or other nonperformance on the part of the parties, they shall have the right to cancel or defer performance under this Agreement in their complete discretion without liability, and such cancellation and/or deferral shall not affect the right of the party to recover amounts due hereunder for services provided except that, in all events hereunder the Fee shall be reduced in accordance with the loss of services. This paragraph shall not be construed to extend any cure period set forth in Section E1.

6. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received in all respects on the date it is personally delivered or one (1) day after being sent by reputable overnight courier or two (3) business days after deposit in the United States mail, certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth below or as otherwise designated by such party to the other in writing:

If to NWTC: Northeast Wisconsin Technical College
Attn: Dean -Public Safety
2740 West Mason Street
P.O. Box 19042
Green Bay, WI 54307-9042
Tel.: 920-498-5679

If to Fire Department: Neenah-Menasha Fire Rescue
Attn: Assistant Chief Peglow
125 E. Columbian Ave
Neenah, WI 54956
920-886-6200

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter herein, and all prior agreements and understandings,

whether written or oral, are merged herein and made a part hereof. No amendment, waiver

or modification hereof shall be valid or given effect unless in writing, signed by both parties. All Exhibits, Schedules, Annexes or other documents referenced herein shall be incorporated into this Student Placement Agreement as if set forth fully herein.

8. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other.
9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof which shall remain valid and enforceable to the fullest extent permitted by law.
10. Waiver of Breach. The waiver by either party of the breach by the other party of any provisions of this Agreement shall not be deemed a waiver of any subsequent breach.
11. Section Headings. The headings in the Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.
12. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall bind each party hereto at such time as the same or a different counterpart has been signed by the other party for whom a signature space is hereafter provided even though both parties shall not have executed the same counterpart. This Agreement may be executed by facsimile. Each of the individuals executing this Agreement on behalf of a party, respectively, represents and warrants to the other that the individual has all power and authority necessary to bind the party hereto.
13. Independent Contractors. The parties are independent contractors, each acting as an independent entity with the ability to direct and control the performance of their respective obligations hereunder, subject to the terms and conditions of this Agreement. Nothing in this Agreement, or in the course of dealing between the parties hereunder, shall be construed to constitute the parties as partners, joint ventures or agents for one another; or as authorizing either party to obligate the other in any manner. Neither party shall represent itself, directly or by implication, to (i) be an employee, agent, partner or joint venture of the other, or (ii) in any manner to have power or authority to create any obligation on behalf of the other.

IN WITNESS WHEREOF, the parties have caused this Fire Science Student Placement Agreement to be executed as of the day, month and year written above.

"FIRE DEPARTMENT"

Neenah-Menasha Fire Rescue
125 E. Columbian Ave.
Neenah, WI 54956

By: _____

Its: _____

Date: _____

Tel.: (920) 886-6200

Fax: (920)886-6208

Email: _____

"NWTC"

NORTHEAST WISCONSIN
TECHNICAL COLLEGE

By: _____

John Flannery
Associate Dean, Public Safety Department

Date: _____

Tel.: 920-498-6262

(920 Fax: 920-498-5673

Email: john.flannery@nwtc.edu

INCORPORATED EXHIBITS TO BE ATTACHED:

Exhibit A: Program

Exhibit B: Fire Department

Exhibit C: Principal NWTC and Fire Department Contacts

**NORTHEAST WISCONSIN TECHNICAL COLLEGE
FIRE SCIENCE STUDENT
PLACEMENT AGREEMENT**

Exhibit A: The NWTC instructional Program(s) subject to this Student Placement Agreement are:

EMT (Emergency Medical Technician)
Advanced EMT (Advanced Emergency Medical Technician)
Paramedic
Fire Medic
Fire Science

Exhibit B: The address (or other specifically identifying information) regarding the Fire Science or other Fire Department(ies) (clinics, hospitals, nursing homes, Fire Stations, etc.) at which Program students will be placed are:

Ashwaubenon Public Safety
2155 Holmgren Way
Green Bay, WI 54304

Exhibit C:

Principal NWTC contact:

Elizabeth Paape, DEAN

Principal Fire Department contact:

Elizabeth Paape

Name (Please print clearly)

(920)498-5679

Phone Number

Program information Website links:

Fire Medic www.nwtc.edu/firemedic

Fire Science www.nwtc.edu/firescience