

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, (hereinafter “MOU”), is made by and between the Milwaukee Board of School Directors on behalf of Milwaukee Public Schools, an entity created by the laws of the State of Wisconsin (hereinafter “MPS”), and Employ Milwaukee, Inc. (f/k/a Milwaukee Area Workforce Investment Board, Inc.), a non-stock corporation organized pursuant to the laws of the State of Wisconsin (hereinafter “Provider”).

### RECITALS

WHEREAS, MPS recognizes community organizations are essential partners to the District; and

WHEREAS, Provider has, for over 25 years, provided employment services and training programs for youth in the Milwaukee Metropolitan Area. Each year, Provider provides employment and training services to a sizable portion of all Milwaukee residents living at or below the poverty level. Provider’s mission is to build a strong workforce development system by planning, coordinating, collaborating and aligning workforce initiatives with businesses, partners and community stakeholders at the local, regional and state level to ensure a skilled and productive workforce; and

WHEREAS, Provider is a public/private partnership between government and business that plans, administers and coordinates employment and training programs for adults and youth in Milwaukee County. As a workforce development board, Provider creates and manages a focused education, training and employment system that involves local educators, prospective training operators, area employers, job seekers and employees; and

WHEREAS, “Career Plus” is a program provided by Provider designed to assist low-income young adults achieve their educational and employment goals; and

WHEREAS, MPS yearly operates 30 public high schools with students who fit the criteria to be Career Plus participants, but participation on the part of students is voluntary;

NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

#### 1. **RESPONSIBILITIES OF PROVIDER**

- a. Provider will provide the additional resources needed to have a “Career Coordinator” serving 40-50 students eligible for the Career Plus program, (as described in Attachment A, incorporated by reference), at the following high schools for the 2016 – 17 school year: South Division High School; Lynde and Harry Bradley Technology and Trade School; North Division High School; and Barack Obama School of Career and Technical Education.
  - i) That commitment includes having the staff member working in the summer to help assist the young people into jobs, college, or some combination.
  - ii) Provider will employ up to four full-time staff members to serve as Career Coordinators. In the event that less than four Career Coordinators are provided, each Career Coordinator may split his/her time across the high schools identified in ¶ 1.a.
- b. Provider will meet the minimum **Process and Outcome Standards** of the Career Plus logic model, (as described in Attachment B, incorporated by reference) as defined by Provider.

- c. Make its best efforts to work with MPS to secure the resources needed to sustain the Career Plus program in the 2017 - 2018 school year, and possibly beyond, from either internal and external sources or both. The parties contemplate expansion of the Career Plus program to additional schools in the future.

## **2. RESPONSIBILITIES OF MPS**

- a. MPS will identify one staff member at the Administration level and a staff member at each school served to serve as a contact person for Provider.
- b. MPS will provide a workspace for each Career Coordinator at each school served.
  - i) This workspace will be of sufficient space for the Career Coordinator to conduct his/her work as well as meet with MPS students, staff and parents as necessary.
  - ii) Coaches will be provided free access to the following school resources: mailbox; phone; copier; and fax machine. All other equipment necessary for Career Coordinator to conduct his/her work will be supplied by Provider.

## **3. BACKGROUND CHECKS**

- a. Provider will conduct, at Provider's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students.
- b. An out-of-state background check should be completed in the state(s) in which the individual resided for at least six months within the last ten years and was eighteen years or older at the time.
- c. Provider will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208 or via email to [564@milwaukee.k12.wi.us](mailto:564@milwaukee.k12.wi.us)), all completed background checks. Such records will be reviewed and MPS will notify Provider of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this MOU are made in MPS's sole discretion.
- d. The following will each be a material failure to comply with the terms of this MOU and cause for immediate termination of this MOU by MPS: failure to perform background checks as outlined in ¶ 3a,b; failure to submit background checks to MPS as outlined in ¶ 3c; allowing services to be performed by an individual who has not been subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in ¶ 3c.

## **4. DATA SHARING**

- a. Provider shall not be supplied any confidential student-level information by MPS.
- b. The failure of Provider to comply with any federal law, state statute or Milwaukee Board of School Directors policy regarding confidential student records will be a material failure to comply with the terms of this MOU and cause for immediate termination of this MOU by MPS.

## **5. INDEMNITY**

- a. Provider will indemnify and hold harmless MPS, its agents, employees and officers against any and all claims, demands, actions and causes of action and resulting liability, loss, damages, costs and expenses arising out of the services provided pursuant to this MOU for injury to persons and damages to the extent caused directly or proximately by any wrongful, intentional or negligent act or omission of Provider or Provider's officers, employees or agents. This obligation will not extend to wrongful, intentional or negligent acts or omissions of Provider, its officers, employees and agents, if and only if, such acts or omissions are in response to a negligent directive, policy or instruction issued to Provider by MPS or its employees.
- b. To the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Stat. § 893.80, MPS will indemnify and hold harmless Provider, its officers, employees and agents 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 the extent caused directly or proximately by any wrongful, intentional, or negligent act or omission of MPS and its employees so long as such act or omission is within the scope of employment within the meaning of Wis. Stat. § 895.46.
- c. The obligations identified in ¶ 5 of this MOU will survive the termination of the MOU.

## **6. TERM**

This MOU will be in effect from April 1, 2016 through June 30, 2017. Unless terminated pursuant to the provisions of ¶ 7 of this MOU, this MOU may be renewed, upon mutual written agreement of both parties, for additional one-year terms to run from July 1 through June 30.

## **7. TERMINATION**

- a. If either party fails to fulfill its obligations under this MOU in a timely or proper manner, or violates any of its provisions, the non-breaching party will thereupon have the right to terminate this MOU by giving ten days' written notice of termination of the MOU, specifying the alleged violations, and effective date of termination. This MOU will not be terminated if, upon receipt of the notice, the non-breaching party promptly cures the alleged violation prior to the end of the ten-day period.
- b. Either party has the right to terminate this MOU at any time, for any reason, by giving the other party thirty days' written notice by Certified Mail or Registered Mail of such termination.
- c. MPS has the right to immediately terminate this MOU as outlined in ¶¶ 3d & 4b.

## **8. INDEPENDENT PROVIDER**

In entering into this MOU, and in acting in compliance herewith, Provider is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Provider further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time to time to any individual or entity providing services pursuant to this MOU.

## **9. NOTICE**

- a. Notice to Provider will be sufficient if sent by first-class mail to Earl Buford, 2342 North 27th Street, Milwaukee, WI 53210 or to such other address as Provider may designate to MPS in writing.

- b. Notice to MPS will be sufficient if sent by first-class mail to Contract Law Specialist, 5525 West Vliet Street, Room 160, Milwaukee, WI 53208 or to such other address as MPS may designate to Provider in writing.

#### **10. MODIFICATION**

No modification, expansion or amendment of this MOU will be of any force or effect unless in writing and signed by the parties hereto.

#### **11. SEVERABILITY**

All terms and covenants herein are severable. In the event any single term or covenant is found invalid by an agency or court of competent jurisdiction, this MOU will be interpreted as if such invalid terms or covenants were not contained herein.

#### **12. CHOICE OF LAW & FORUM**

This MOU will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin. The venue of any action hereunder will be in Milwaukee County, Wisconsin.

#### **13. FINAL EXPRESSION**

This MOU is intended by Provider and MPS as a final expression of their agreement and as a complete and exclusive statement of its terms. This MOU supersedes all prior proposals, negotiations, conversations, discussions and agreements among the parties concerning the subject matter hereof.

**[SIGNATURE BLOCK FOLLOWS ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding.

**MILWAUKEE PUBLIC SCHOOLS**

**EMPLOY MILWAUKEE, INC.**

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

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Earl Buford  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Acknowledged by:

\_\_\_\_\_  
Jesus Santos, Principal  
South Division High School

\_\_\_\_\_  
Stanley McWilliams, Principal  
North Division High School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jineen Mclemore-Torres, Principal  
Lynde and Harry Bradley Technology and  
Trade School

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Maurice Turner, Principal  
Barack Obama School of Career and Technical Education