

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, (hereinafter “MOU”), is made by and between the Milwaukee Board of School Directors of Milwaukee Public Schools (hereinafter “MPS”), and Milwaukee Fire Department (hereinafter “MFD”).

RECITALS

WHEREAS, MFD has established training/apprenticeship programs aimed at preparing persons for careers within MFD, both as future firefighters/EMTs and skilled tradespeople; and

WHEREAS, MPS and MFD wish to create a partnership program for the purpose of preparing high school students to successfully complete the Milwaukee Fire and Police Commissions’ hiring processes for MFD Fire Cadet program, MFD Bureau of Construction and Maintenance apprenticeships, or similar professional and trade careers upon graduation (the “Program”); and

WHEREAS, MPS and MFD have identified four high schools to pilot the Program; and

WHEREAS, MFD contemplates soliciting grant funds and in-kind support from community partners to ensure the success of the Program;

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

1. PROGRAM PARAMETERS

- a. The Program will consist of academic instruction, soft skill training, health maintenance activities and professional experience for one cohort of students per class (beginning sophomore year) per school, for purposes of preparing the students for careers with MFD following graduation. The first cohorts of students will begin the Program in the 17-18 school year.
- b. If successful in the Program, participating students will:
 - i. Complete 21 credits of high school coursework by the end of 11th grade with a cumulative grade point average of no less than 3.0;
 - ii. Complete college level coursework and mentored career activities aligned to a specific field of study;
 - iii. Adopt positive health behaviors that contribute to mental, physical and nutritional wellness;
 - iv. Gain national, state, local and/or industry-specific certification and/or licensure relevant to technical field of study;
 - v. Gain written and spoken business communication skills commensurate with field of study;
 - vi. Be prepared to be competitive in the apprenticeship environment.

- c. The following four schools shall initially participate in the Program:
 - i. Barack Obama School of Career and Technical Education;
 - ii. Casimir Pulaski High School;
 - iii. James Madison Academic Campus; and
 - iv. Lynde and Harry Bradley Technology and Trade School.

Notwithstanding the foregoing, MFD acknowledges that enrollment numbers can change on a regular basis. In the event a school does not have enough interested students to form a cohort in any particular year throughout the Term, MPS shall not be considered in breach of this MOU for failing to do so.

- d. The Program's academic standards require participants to maintain at least a 3.0 grade point average, with no grades lower than a B.
 - i. Participating students with a grade below a B in any class will be placed on academic probation, with interventions at the school, parent and cohort level.
 - ii. Students with a cumulative grade point average below a 3.0 at the close of any grading session will be removed from the cohort.

2. RESPONSIBILITIES OF MFD

- a. Designate a Program Manager, Joshua Parish, to coordinate the Program with MPS's main contact set forth in ¶ 3a.
- b. Designate a Case Manager to provide case management services for participating students, including academic intervention, professional skills support by connection the educational curriculum and professional practice when necessary and appropriate in the classroom setting.
- c. With the support of MPS, provide recruiting services to incoming freshman.
- d. Subject to the limitations of ¶ 5 below, develop parental consent forms, as necessary, to enable participation in the Program.
- e. Coordinate soft skills training for each cohort, including but not limited to, interview skills, oral communication and Movie Club.
- f. Coordinate wellness activities for each cohort, including but not limited to nutrition, cooking, physical fitness and mental health activities.
- g. Develop a senior project and provide career exposure for students participating in the automotive repair and skilled trades cohorts.
- h. Provide practical skills experience for EMT cohort students on MFD MED units.

- i. Recruit community partner agencies to provide volunteer and employment opportunities.
- j. Provide annual opportunities for cohort students to gain post-high school employment in up to 36 positions as a Fire Cadet, MFD-Bureau of Construction and Maintenance (BCM) Vehicle Apprentice or MFD-BCM Skilled Trade Apprentice.
 - i. Employment positions are limited to 12-24 months, with the potential to qualify for a full time position at the end of the indicated term. Full time employees qualify for full health and dental benefits as well as tuition reimbursement.
- k. The City of Milwaukee does not maintain a policy of insurance covering its employees or its motor vehicles. Pursuant to Wis. Stats. §§ 893.80 and 895.46, the City is obligated to pay any judgments entered against the City, its officers or employees. Attached as Exhibit A to this MOU is a letter which further details the resources available to pay any judgments. Exhibit A is fully incorporated herein.
- l. There will be no cost to MPS for any of the services provided to MPS students pursuant to this MOU.

3. RESPONSIBILITIES OF MPS

- a. Designate a contact person, Eric Radomski, to coordinate the Program with MFD and facilitate communication between MFD and the schools.
- b. Designate a single point of contact at each school to communicate with the MFD Case Manager and participate in regular monthly meetings regarding the Program.
- c. Participate in regular monthly meetings with MFD Case Managers.
- d. Work with MFD to provide recruiting services to incoming freshman.
- e. Provide support to participating students as follows:
 - i. Arrange cohort student schedules to ensure the participants are taking all classes together;
 - ii. Ensure students take the required number of courses each year to enable them to have half-days during their senior year;
 - iii. Distribute parental consent forms, provided by MFD, which expressly delineate the activities and requirements of child's participation in the Program;
 - iv. Provide academic support during the normal course of the school day, when appropriate;
 - v. Facilitate cohort student completion of employment supplements when applicable (work permits, background checks, driver's education, etc.);
 - vi. Facilitate cohort student enrollment at MATC through the Course Options or Youth Options programs, as applicable.

- f. Provide facilities for cohort students to gather for wrap-around services, including soft skills and wellness activities (indoor or outdoor, weather permitting).
- g. Provide the indicate curriculum, instruction and consumable materials corresponding to the area of study for each cohort during sophomore and junior year as follows:
 - i. Barack Obama School of Career and Technical Education: Skilled Trade/Welding;
 - ii. Lynde and Harry Bradley Technology and Trade School: Skilled Trade/Building Engineering and Maintenance;
 - iii. Casimir Pulaski High School: Automotive Repair and Maintenance;
 - iv. James Madison Academic Campus: Anatomy and Physiology (EMT).
- h. Allow appropriate freedom of student movement during senior year to facilitate college classes and professional internships for cohort students, including:
 - i. Barack Obama School of Career and Technical Education: MFD-BCM Skilled Trade Internship;
 - ii. Lynde and Harry Bradley Technology and Trade School: MFD-BCM Skilled Trade Internship;
 - iii. Casimir Pulaski High School: MFD-BCM Skilled Trade Automotive Repair and Maintenance Internship;
 - iv. James Madison Academic Campus: Emergency Medical Technician.
- i. Pursuant to MPS Administrative Policies and Procedures, make reasonable efforts to support MFD in its efforts to solicit and retain grant funding to implement this Program.

4. **BACKGROUND CHECKS**

- a. As soon as reasonably possible following the execution of this MOU, MFD will conduct, at MFD'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. MFD 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 at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and MPS will notify MFD 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 ¶ 4a,b; failure to submit background checks to MPS as outlined in ¶ 4c; 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 ¶ 4c.

5. DATA SHARING

- a. MPS's Office of Innovation, Department of Research & Evaluation will work in good faith with MFD, or any third parties MFD uses to evaluate its Program, to ensure MFD has access to necessary student data for the purposes of demonstrating the success of the Program. Receipt of any confidential student data requires an approved research application be on file with MPS.
- b. If data is to be shared, MFD and MPS will enter into a separate "Part II" agreement regarding the disclosure of confidential student records; said agreement will be incorporated into this MOU.
- c. The failure of MFD 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.

6. INDEMNITY

- a. MFD 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 MFD or MFD's officers, employees or agents. This obligation will not extend to wrongful, intentional or negligent acts or omissions of MFD, 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 MFD 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 MFD, 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.

7. TERM

This MOU will be in effect from July 1, 2017 through June 30, 2021. 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.

8. 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 thirty 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 thirty-day period.
- b. Either party has the right to terminate this MOU at any time, for any reason, by giving the other party ninety (90) days' written notice by Certified Mail or Registered Mail of such termination. Lesser notice is permissible in the event of non-appropriation of funding during budget adoption (for MPS: May; for MFD: November), provided such notice is provided in writing as soon as practicable.
- c. MPS has the right to immediately terminate this MOU as outlined in ¶¶ 4d & 5c.

9. INDEPENDENT MFD

In entering into this MOU, and in acting in compliance herewith, MFD is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. MFD 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.

10. NOTICE

- a. Notice to MFD will be sufficient if sent by first-class mail to Milwaukee Fire Department c/o Fire Chief, 711 W. Wells, Milwaukee, 53233, or to such other address as MFD may designate to MPS in writing.
- b. Notice to MPS will be sufficient if sent by first-class mail to Emily Van Deraa, 5225 West Vliet Street, Room 160, Milwaukee, WI 53208 or to such other address as MPS may designate to MFD in writing.

11. 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.

12. 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.

13. 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.

14. FINAL EXPRESSION

This MOU is intended by MFD 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.

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

MILWAUKEE PUBLIC SCHOOLS

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

Date

MILWAUKEE FIRE DEPARTMENT

Mark Rohlfing
Fire Chief

Date

**MILWAUKEE FIRE & POLICE
COMMISSION**

MaryNell Regan
Executive Director

Date

MPS Principals do not have the authority to bind the District and are signing for acknowledgment purposes only:

Principal, JMAC

Principal, Bradley Tech

Principal, Obama SCTE

Principal, Casimir Pulaski

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