

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
AND
THE CITY OF MILWAUKEE
FOR
SCHOOL TO WORK TRANSITION PROGRAM**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT ("Agreement" or "ICA") for the School to Work Transition Program ("STWTP") of Milwaukee Public Schools ("MPS") for student development is entered into by and between the Milwaukee Board of School Directors ("Board") and the City of Milwaukee ("City") through Milwaukee Water Works, a City of Milwaukee-owned public utility ("Partner").

RECITALS

WHEREAS, the Board and the City qualify as "municipalities" authorized to enter into contracts for the receipt or furnishing of services pursuant to Wisconsin Statute § 66.0301; and

WHEREAS, MPS and Partner believe in the dignity of all people to take their place in society as responsible and productive citizens; and

WHEREAS, the MPS School to Work Transition Program ("STWTP") has the following goals:

- a. Help prepare participants to take their place in the community as responsible and productive citizens.
- b. Assist in directing participants toward fulfilling their maximum potential.
- c. Prepare participants for gainful employment.
- d. Assist in changing employers' attitudes toward hiring a worker with a handicapping condition.
- e. Explore various career opportunities.
- f. Utilize all available resources to achieve these goals; and

WHEREAS, Partner is willing to provide a career assessment and training site for STWTP; and

WHEREAS, Participants shall train at the Howard Water Treatment Facility, 3929 S. 6th Street, Milwaukee, Wisconsin 53221. The training will follow the MPS Early Start Calendar, and participants shall partake in either the AM shift, 9:00 a.m.-11:00 a.m., or the PM shift, 11:30 a.m. - 1:30 p.m.; and

WHEREAS, the Common Council has approved this Agreement via Common Council Resolution File No. XXXXXXXX adopted DATE and authorized the proper City officials to execute it on the City's behalf; and

WHEREAS, the Board on DATE approved this Agreement, authorizing the Board President and Superintendent to execute it on behalf of the Board; and

WHEREAS, the parties hereto desire to enter into this Agreement to memorialize their relationship and understanding concerning the foregoing;

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 PARTNER

a. Partner shall:

- i. Cooperate with MPS STWTP staff in coordinating the program.
- ii. Assign the following individual as the contact person to coordinate with MPS in implementing the program and to assist in utilizing all available resources, as appropriate:

<u>Name</u>	<u>Title</u>	<u>Email</u>
Jane Islo	Water Works Administration Manager	jeislo@milwaukee.gov

- iii. Make members of Partner's staff available at mutually convenient times and locations or by remote communication to address any questions or concerns of MPS and the parents/guardians of participants.
- iv. Partner shall respond in good faith and promptly to inquiries and requests from MPS and the parents/guardians of participants.
- v. Contact MPS at the end of the program's term to give feedback.
- vi. Report any disciplinary or legal issues IMMEDIATELY to MPS, and keep MPS apprised of any matters reasonably expected to present issues.
- vii. Uphold the mission, principles, and philosophy of MPS and STWTP. Thus, ensuring that the program's integrity is not compromised by modifications to the program structure without prior approval of MPS.
- viii. There will be no cost to MPS for any services provided to MPS students pursuant to this Agreement.

2. RESPONSIBILITIES OF MPS

a. MPS shall:

- i. Ensure that participants enter STWTP as unpaid trainees of MPS.
- ii. Provide a teacher or an educational assistant on-site daily.
 1. Additional MPS staff will be on-call as needed.

- iii. Collaborate with Partner to ensure participants follow Partner's rules and regulations.
 - 1. MPS will designate a staff member to participate in such discussions.
- iv. Indemnify its directors, officers, and employees against liability for damages arising from their activity while acting within the scope of their employment or agency for MPS pursuant to Wis. Stats. §§ 893.80 & 895.46.
- v. Inform Partner immediately of legal, parent/guardian, or other concerns.

3. PARTNER AND MPS JOINTLY AGREE:

- a. MPS or participants will be responsible for transportation to and from Partner's site.
- b. MPS and Partner will determine the participant/staff ratio cooperatively.
- c. The average duration of the program for a participant will be approximately one (1) semester.
 - i. The parties shall mutually agree upon specific schedules for participants.
 - ii. Participants shall not be expected to partake in the program during school breaks and off days.
- d. Partner offers no guarantee of employment for participants upon the completion of the program.
 - i. This does not exclude participants from applying for employment with Partner utilizing routine hiring procedures.
- e. There shall be no discrimination against participants on the basis of race, color, creed, religion, sex, national origin, disability, ancestry, age, sexual orientation, pregnancy, marital status, or parental status.

4. BACKGROUND CHECKS

- a. Following the execution of this Agreement, and before the performance of services, Partner will conduct, at its expense, a criminal information records background check ("background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, employees, and volunteers who have, or who are anticipated to have, "direct, unsupervised contact" with participants.
- b. An out-of-state background check should be completed in the state(s) where the individual resided for at least six months within the last ten years and was eighteen or older.

- c. Partner will submit to MPS' 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 Partner of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS regarding whether an individual is fit to provide services pursuant to this Agreement are made at MPS' sole discretion.
- d. The following will each be a material failure to comply with the terms of this Agreement and cause for immediate termination of this Agreement by MPS: failure to perform background checks as outlined in Sections 4a,b; failure to submit background checks to MPS as outlined in Section 4c; allowing services to be performed by an individual who has not been subjected to a background check; and permitting services to be performed by an individual who has been determined to be unfit by MPS as outlined in Section 4c.

5. DATA SHARING

- a. This Agreement does not contemplate MPS sharing confidential student records.
- b. Notwithstanding the foregoing, the failure of Partner to comply with any federal law, state statute, or Milwaukee Board of School Director's policy regarding confidential student records will be a material failure to comply with the terms of this Agreement and cause for immediate termination of this Agreement by MPS.

6. INDEMNITY

- a. The City shall be solely liable for all acts undertaken by its employees, agents, and officers.
- b. The Board shall be solely liable for all acts undertaken by its employees, agents and officers.
- c. The obligations identified in Section 6 of this Agreement will survive the termination of the Agreement.

7. TERM

- a. This Agreement shall be in effect from January 1, 2024, through January 1, 2027. Unless terminated pursuant to the provisions of Section 8 of this Agreement, this Agreement may be renewed, upon mutual written agreement of both parties, for an additional one-year term.

8. TERMINATION

- a. If either party fails to fulfill its obligations under this Agreement in a timely or proper manner or violates any of its provisions, the non-breaching party will

thereupon have the right to terminate this Agreement by giving ten (10) day's written notice of termination of the Agreement, specifying the alleged violations, and effective date of termination. This Agreement will not be terminated if, upon receipt of the notice, the 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 Agreement at any time, for any reason, by giving the other party thirty (30) days' written notice by Certified Mail or Registered Mail of such termination.
- c. MPS has the right to immediately terminate this Agreement as outlined in Sections 4d & 5b.

9. INDEPENDENT PROVIDER

- a. In entering into this Agreement and acting in compliance herewith, Partner is at all times acting and performing as an independent contractor duly authorized to perform the acts required hereunder. Partner 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 Agreement.

10. NOTICE

- a. Notice to Partner will be sufficient if sent by first-class mail to Milwaukee Water Works, Attn: Jane Islo, 841 N. Broadway 4th floor, Milwaukee, WI 53202, or to such other address as Partner may designate to MPS in writing.
- b. Notice to MPS will be sufficient if sent by first-class mail to Milwaukee Public Schools, Attn: Risk Management, 5225 West Vliet Street, Room 160, Milwaukee, WI 53208, with a copy to Milwaukee Public Schools, Attn: School to Work Transition Program, 5225 West Vliet Street, Room 123, Milwaukee, WI 53208, or to such other address as MPS may designate to Partner in writing.

11. MODIFICATION

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

12. SEVERABILITY

- a. 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 Agreement will be interpreted as if such invalid terms or covenants were not contained herein.

13. CHOICE OF LAW & FORUM

- a. This Agreement 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

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Cooperation Agreement to be duly executed by their respective authorized officers as of the day and year last signed below.

APPROVED:

MILWAUKEE PUBLIC SCHOOLS

DR. KEITH P. POSLEY

Milwaukee Public Schools Superintendent

Date: _____

MARVA HERNDON, President

Milwaukee Board of School Directors

Date: _____

CITY ATTORNEY'S OFFICE

Approved as to form and execution this

____ day of _____, 2023.

Jordan Schettle, MPS ACA

APPROVED:

CITY OF MILWAUKEE

CAVALIER JOHNSON, Mayor

City of Milwaukee

Date: _____

JAMES R. OWCZARSKI, City Clerk

City of Milwaukee

Date: _____

COUNTERSIGNED:

AYCHA SAWA, Comptroller

City of Milwaukee

Date: _____

CITY ATTORNEY'S OFFICE

Approved as to form and execution this

____ day of _____, 2023.

Travis J. Gresham, City ACA