



**MPS COVER PAGE  
(Fill out and provide under Tab A)**

**REQUEST FOR PROPOSAL: RFP 914 for Higher Education Partner to Provide Program for Training and Professional Development**

This Request for Proposal (RFP) consists of: this document; all attachments, appendices, schedules and exhibits; any addenda issued in the future; and the current “MPS Terms and Conditions for Requests for Proposal” found at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Terms--Conditions.htm>.

Milwaukee Public Schools (MPS) is soliciting competitive sealed proposals from qualified institutions to, in accordance with all the terms and conditions of this RFP, partner with MPS to provide a program enabling MPS staff to obtain credits for training and professional development.

Proposals will be accepted no later than 2:00 p.m., Central Time, Tuesday, March 22, 2016. Proposals must be submitted in the manner set forth in § 4.3 and in the format set forth in § 7.

By signing below, respondent’s representative certifies on behalf of the Respondent, that:

- I have the legal authority to bind the Respondent responding to this RFP and to provide the services identified herein;
- I have fully read this RFP and all incorporated documents and submit for consideration the attached proposal;
- I have read and understand the Contract Compliance Services (CCS) requirements, and that any proposed HUB and or Student Engagement participation is binding, real and substantial as defined in § 1.3 of the RFP;
- The fees in the attached proposal have been arrived at independently and have not been divulged, discussed, or compared with the proposals of other respondents. No attempt has been made, nor will be made, to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition; and
- I agree that the attached proposal will remain open and its pricing will remain firm until execution of a contract for the services which are the subject of this RFP.

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signatory’s Full Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 1. OVERVIEW

It is expected that the successful respondent will establish a strong partnership with MPS. As a strong partner, respondent will need to become fully acquainted with the business of MPS: educating Milwaukee's children. A full description of MPS, its mission, demographics and vision can be found at <http://mps.milwaukee.k12.wi.us>.

### 1.1 Summary

Project Name: Higher Education Partner to Provide Program for Training and Professional Development  
RFP Number: RFP 914  
RFP Release Date: Friday, February 26, 2016  
Question Due Date: 2:00 p.m. Central Time, Monday, March 07, 2016  
RFP Due Date: 2:00 p.m. Central Time, Tuesday, March 22, 2016

### 1.2 Definitions

Contractor: a successful respondent awarded the contract resulting from this RFP.

District: Milwaukee Public Schools.

Historically Underutilized Business (HUB): a for-profit business that is 51% or more owned, controlled and managed by minority, women, disadvantaged, emerging, SBA-8A or other MPS-targeted business owners who have been certified as such by an MPS-recognized agency.

Partner: a successful respondent awarded the contract resulting from this RFP.

Proposal: any response provided pursuant to this RFP.

Respondent: a firm or individual submitting a response to this RFP.

Student Engagement: a method of further educating MPS students through required MPS contractor involvement in career education and employment opportunities for students.

Subcontractor: a person or entity performing, or proposed to perform, any portion of the Contractor's contract.

### 1.3 Contract Compliance Services (CCS) Requirements

#### 1.3.1 Summary

In educating the children and youth of Milwaukee, MPS is also a primary purchaser of goods and services in the Milwaukee marketplace. MPS believes it is obligated to display, in its own operations, the values of excellence, diversity and economic responsibility that it strives to teach its students. To that end, many MPS contracts require the use of HUB firms and the engagement of the Contractor in Student Employment and/or Student Career Education activities.

HUB participation must be "commercially useful"; *i.e.*, the goods or services to be provided by the HUB firm are a direct function of the scope of services described in this RFP and resulting contract. The HUB participation requirement may be met by respondent in several ways:

- (1) By identifying your firm as a certified HUB vendor that intends to perform a minimum of the required HUB participation for this RFP;
- (2) By engaging in a joint venture with a certified HUB firm;
- (3) By subcontracting with one or multiple certified HUB firm(s); or

- (4) By making second-tier purchases from one or multiple certified HUB firm(s).

Respondents are free to meet HUB participation requirements with any certified HUB vendor as long as proof of HUB certification is provided. Respondents may also contact MPS's Office of Contract Compliance Services for a list of MPS-registered HUB firms. **NO CREDIT FOR PARTICIPATION WILL BE GRANTED UNTIL MPS-RECOGNIZED HUB FIRM CERTIFICATION DOCUMENTATION IS RECEIVED.**

The Student Engagement program seeks to maximize Contractor involvement in career education and employment opportunities for students. Student Engagement has two separate components: (1) career education activities that directly involve MPS students; and (2) paid student employment hours that provide one or more MPS students with an actual, meaningful employment experience. To meet student employment hours, the Contractor-employed students must be MPS students, registered through MPS's Office of Contract Compliance Services. Once hired by the Contractor, students will be paid, at a minimum, the current Living Wage Rate as identified by the City of Milwaukee Ordinance 310-13. Under no circumstances will students work under conditions that would be considered a hazardous work environment.

Career Education activities include, but are not limited to, the following:

- (1) Classroom presentations at MPS project sites or various contractor career-specific activities.
- (2) Full classroom or small group tours of office environments. If a contractor is going to provide this type of activity, all required permission slips/arrangements must be made with the school by following normal field trip procedures.
- (3) Classroom skill development project activities in conjunction with teacher lesson plans such as math, science, reading, writing, etc.
- (4) Other CCS-approved contractor provided options.

Student Employment participation includes, but is not limited to, the following options:

- (1) Employment placement within prime contractor's establishment.
- (2) Student summer employment placement.
- (3) Student after-school and weekend placement, where appropriate.
- (4) Alternative placement. (An alternative placement arrangement is an available option for contractors with documented age restrictions or capacity and location limitations.)
- (5) Other CCS-approved provided options.

Further additional information relating to HUB participation requirement and the Student Engagement requirement can be found at <http://mps.milwaukee.k12.wi.us/en/District/About-MPS/School-Board/Contract-Compliance-Services.htm>.

### 1.3.2 *Requirements*

The HUB participation requirement for the contract to be awarded pursuant to this RFP is:

**0% per 12-month term.**

The Student Engagement requirement for the contract to be awarded pursuant to this RFP is:

**300 hours of Student Employment per 12-month term; and 10 hours of Career Education per 12-month term.**

A respondent's status as a 501(c)(3) tax-exempt nonprofit organization does not excuse it from fulfilling these requirements.

*1.3.3 Forms*

Respondent must complete and return those forms checked below with its proposal or it will fail as to that minimum proposal requirement. The required forms are attached to this RFP as appendices and schedules. Fillable versions of these same forms can also be found at <http://mps.milwaukee.k12.wi.us/en/District/About-MPS/School-Board/Contract-Compliance-Services.htm> (click on Forms and Schedules, then click on Vendors). The fillable version of the forms must be printed, signed and attached to respondent's proposal.

- Appendix A - HUB Utilization Plan (If box is checked, current certification document, with NAICS code, must be submitted with RFP response.)
  - Appendix B - Prime Vendor Information Sheet
  - Schedule H1-B - Student Career Awareness/Education Plan/Commitment
  
  - Schedule H1-A - Student Employment Commitment
- OR** Either Schedule H1-A or Schedule H1-C must be returned.
- Schedule H1-C - Alternative Placement Request Student Employment

Even if there are no HUB or Student Engagement requirements identified in § 1.3.2, respondents must still fill out "Appendix B - Prime Vendor Information Sheet". The information disclosed in this form will not be used in evaluating a respondent's proposal and is solicited solely for reporting purposes to the Board of School Directors.

*1.3.4 Evaluation and Award*

MPS's Manager of Contract Compliance Services, or his/her designated staff, will be the sole judge of the suitability and completeness of the returned CCS forms and will assign a "pass" or "fail" determination accordingly as to that minimum proposal requirement. MPS reserves the right to award the contract to the respondent who submits a meaningful utilization plan that provides a real opportunity for HUB involvement.

Even if this RFP does not identify CCS requirements in § 1.3.2, MPS reserves the right to award up to ten additional points to respondents who will utilize a certified HUB or commit to Student Engagement hours. To be eligible to receive these points, respondent must detail in its proposal what role(s) the proposed HUB subcontractor will be responsible for in the scope of services or specify what engagement MPS students will take place within a 12-month contract term. Forms can be found as identified in § 1.3.3 and must be completed and returned with a proposal for consideration. MPS's Manager of Contract Compliance Services, or his/her designated staff, will be the sole judge of the suitability of the proposed participation and will assign points accordingly.

Within 20 business days after a contractor receives MPS Board approval of its contract, it must submit copies of all executed HUB firm subcontracts and all supporting and associated HUB documentation to the Office of Contract Compliance Services. Falsification of any information related to a subcontract,

including, but not limited to, subcontractor's name or actual work to be performed by HUB firms is prohibited. No HUB firm substitutions or scope of work reductions shall occur without the expressed written consent of MPS's Manager of Contract Compliance Services or his/her designated staff.

Failure to meet CCS requirements may result in financial sanctions up to or exceeding 70% of the value of the awarding contract and will be assessed against contractor invoices. Sanction dollars will be released on subsequent invoices as compliance documentation is provided.

## **2. SERVICES REQUESTED**

### **2.1 Scope of Services**

MPS has 11,000 employees and serves over 75,000 children and young adults in the greater Milwaukee area. As part of the District's professional development and training initiatives, MPS is looking to partner with institutions of higher learning to bring credit-bearing educational opportunities to our staff. This RFP is one of two designed to solicit various types of such opportunities.

For this specific RFP, MPS seeks proposals from regionally-accredited institutions of higher learning to co-offer courses to enable MPS to offer credit-bearing courses in the concentration areas of: 1) management, business administration and/or leadership; 2) technology, CIS, graphic design and/or IT; 3) communications; 4) accounting and/or finance; 5) human resource management; 6) building engineering/trades and facilities and industrial maintenance; 7) computers, technology support and networking; 8) culinary assistant/management, food production and food service sanitation; 9) customer service, communications and accounting/bookkeeping; and 10) leadership/management, administrative professional and LEAN/Six Sigma.

It is expected that partner will work with MPS to establish a program which allows MPS to offer accredited courses taught by MPS staff to MPS staff. Such courses will be for credit, potentially leading to a completed degree or internal certificates for employee development and advancement. All courses offered by partner pursuant to this program will be taught by MPS staff, in accordance with respondent's adjunct faculty certification process. Courses will take place at MPS facilities using the partner's recommended curriculum, books and materials.

Partner must agree to charge a reduced tuition rate to MPS staff taking these courses. It is expected that partner – working in tandem with a MPS staff member designated to coordinate this program – will be responsible for any program admissions, registration into MPS course sections (bulk) and individual transcripts.

Partner will realize the enrollments from MPS staff. MPS and partner will work together to devise a system to pay for course enrollments, textbooks and materials using an invoicing system. MPS will commit to following any accreditation requirements, faculty and course review and quality assurance practices that partner sets forth.

### **2.2 Minimum Respondent Qualifications**

For concentration areas 1, 2, 3, 4 and 5 identified in § 2.1 above, respondents must have an existing bachelor-level program in each concentration area offered; master-level programs are preferred.

For concentration areas 6, 7, 8, 9 and 10 identified in § 2.1 above, respondents must have an existing

associate-level or certification program in each concentration area offered.

### **3. MPS CONTRACT TERMS AND CONDITIONS**

#### **3.1 Resulting Contract**

The successful respondent agrees to enter into a Memorandum of Understanding (MOU) with MPS codifying the program as set forth in this RFP. A sample MOU is attached hereto as Attachment 1. This sample references what may be included for a partner identified to offer additional reading licensure under Program Two. Additional terms for the MOU may be negotiated with partners after selection.

#### **3.2 Proposals to Remain Open**

By submitting a proposal, respondent is agreeing that its proposal will remain open until execution of a MOU for the services which are the subject of this RFP.

#### **3.3 Award**

MPS reserves the right to award multiple MOUs under this RFP to as many partners as MPS determines is in its best interests.

Contract awards are subject to review by the MPS Administration and Board of School Directors.

#### **3.4 Contract Period**

It is anticipated that a contract resulting from this RFP will be for a period of three years from May 1, 2016 through April 30, 2019 with the possibility of extensions with approval from the Board of School Directors based on the success of the program.

MPS and partner will work together to develop adequate performance metrics that can be used to analyze the program and report back to the Board, including, but not limited to: student outcomes; drop rates; and individual course metrics.

### **4. INSTRUCTIONS**

#### **4.1 Communication/Questions**

The only permissible communication regarding this RFP with MPS staff, including any and all questions and requests for clarification, must be directed, in writing via email, to [mpsrfps@milwaukee.k12.wi.us](mailto:mpsrfps@milwaukee.k12.wi.us). The subject line of the email must be labeled "RFP 914 - Question."

Any such communications must be received by 2:00 PM Central Time, Tuesday, March 22, 2016 or will be disregarded.

Any other communication to, or contact with, a MPS staff member regarding this RFP by respondent will be considered unauthorized and a cause for rejection of a respondent's proposal.

It is incumbent upon respondents to point out any possible discrepancies, omissions or ambiguities in the RFP using this question process. This includes alerting MPS that the RFP services or pricing requested

are non-standard in the industry. By failing to do so, a respondent waives the right to claim any provision of this RFP is ambiguous.

#### **4.2 Answers/Addendum**

Answers to submitted questions, as well as any additional information or clarifications to the RFP, will be provided in the form of addenda posted at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Bids-RFPs.htm>.

It is the sole responsibility of respondents to check that site for any addenda that may be issued. Addenda will not be otherwise communicated to prospective respondents and no other response to the emailed questions will be received by the sender.

In the event of any conflict with the RFP, addenda shall govern.

#### **4.3 Submission of Proposals**

Respondent must submit one original proposal, clearly marked as such with an original signature, and 8 copies, for a grand total of 9 items. Each proposal – original and copies – must be collated and bound in a manner to make each individual proposal readily apparent and complete.

Each proposal must be clearly marked “RFP 914”. The proposals must be collectively packaged and sealed. The package should show the following information on the outside: respondent’s name, address, and “RFP 914 – Higher Education Partner to Provide Program for Training and Professional Development”. The package must be delivered to:

Milwaukee Public Schools  
Department of Procurement & Risk Management  
5225 W. Vliet St., Room 160  
Milwaukee WI 53208

Proposals are due by 2:00 p.m. Central Time, Tuesday, March 22, 2016. Proposals received after this time will fail as to that minimum proposal requirement.

Proposals shall be deemed received by MPS when: (1) time-stamped in the Department of Procurement & Risk Management; or (2) delivered to the Department of Procurement & Risk Management with proof that a common carrier delivered the proposal to the central mail room at 5225 W. Vliet Street, Milwaukee, WI 53208 and it was signed for by an MPS employee no later than 2:00 p.m., Tuesday, March 22, 2016.

Electronic proposals will not be accepted.

#### **4.4 Clarifications**

After receipt of proposals, it may be necessary for MPS to contact respondent with clarification questions. MPS will do so via the email address of the signatory provided on the respondent’s submitted Cover Page (Tab A). Clarification questions often need imminent answers and short deadlines for response may be necessary. It is the respondent’s responsibility to monitor the contact email identified at all times during the RFP process. Failure to timely respond to a clarification question submitted to the

contact email may result in the rejection of the proposal.

## 5. MINIMUM PROPOSAL REQUIREMENTS

MPS will determine whether proposals have met the six minimum proposal requirements set forth below. Only those proposals passing all of these minimum proposal requirements, unless waived, will be passed on for evaluation according to the criteria set forth in § 6.1.

<b>Minimum Proposal Requirements</b>	
<b>Timeliness</b> – Submitted by the due date and time. <i>See</i> § 4.3.	Pass/Fail
<b>Signed Cover Page</b> (Tab A)	Pass/Fail
<b>Cost Proposal Form</b> (Tab C) – Cost is set forth on the Cost Proposal Form provided as Exhibit 1 to this RFP.	Pass/Fail
<b>CCS Forms</b> (Tab D) – Suitability and completeness of the returned CCS forms. <i>See</i> § 1.3.4.	Pass/Fail
<b>Completeness</b> – The proposal otherwise complies with the format and content parameters. <i>See</i> § 7.	Pass/Fail
<b>Minimum Respondent Qualifications</b> (Tab E) – Respondent meets the minimum respondent qualifications. <i>See</i> § 2.2, Exhibit 2.	Pass/Fail

MPS reserves the right, in its sole discretion and if deemed in the best interest of MPS, to: waive a minimum proposal requirement; waive irregularities in any proposal; reject all proposals received in response to this RFP; accept late proposals or improperly formatted proposals; and make a partial award or not make any award.

## 6. EVALUATION

### 6.1 Criteria

The criteria below, weighed as indicated, will be used to evaluate those proposals that meet all minimum proposal requirements.

<b>Criteria</b>	<b>Description</b>	<b>%</b>
<b>Qualifications</b>	Information set forth in Section 1 of Tab B.	30%
<b>Quality of Proposed Solution and Ability to Meet MPS’s Needs</b>	Information set forth in Section 2 of Tab B.	40%
<b>Cost</b>	Pricing of Proposed Services.	30%

### 6.2 Process

#### 6.2.1 Committee

An evaluation committee will be established to evaluate the proposals according to the criteria identified in § 6.1. Proposals should be complete on their face. However, after opening of responses, MPS reserves the right to request supplemental information from any or all of the respondents and to factor any additional information into the evaluation. MPS may require oral presentations of a group of finalists in person or on the telephone and may request further information from those finalists.



### 6.2.2 *Best and Final Offer*

MPS reserves the right to involve one or more respondents in a Best and Final Offer (“BAFO”) process. BAFO may be used when no single response addresses all the specifications, when the costs submitted by all respondents are too high, when two or more respondents are virtually tied after the evaluation process or when all proposals are unclear or deficient in one or more areas. If BAFO is utilized, respondents may be required to submit revisions to their proposals. MPS will send out a BAFO request to invited respondents that will set forth the areas of the proposal to be covered and the date and time by which the BAFO must be returned. All respondents will be treated equally and, during the process, no information will be transmitted to any respondent about any other respondent’s offer. MPS reserves the right, in BAFO, to apply additional criteria not listed in the original RFP, but any additional criteria will be disclosed to respondents in the BAFO request.

### 6.2.3 *Negotiation*

MPS will open negotiations with the highest-ranked respondent after evaluation, interviews or BAFO process. MPS reserves the right to open negotiations with the second highest-ranked vendor if negotiations with the highest-ranked vendor are not successful. MPS reserves the right to delete or add services until the final contract signing.

## **7. PROPOSAL FORMAT AND CONTENT**

Proposals are to be formatted and tabbed in the form and sequence described in this § 7. Only information provided in the tabs set forth below will be considered. Elaborate proposals, *e.g.*, expensive artwork, beyond that sufficient to present a complete and effective response are not necessary. Quality, not quantity, is desired.

### **7.1 Tab A: Signed Cover Page**

The MPS cover page must be signed by a representative of respondent authorized to bind respondent and submitted as Tab A of the proposal. Please include all contact information.

### **7.2 Tab B: Response to Request for Services**

#### *7.2.1 Section 1: Respondent’s Qualifications*

Identify which of the following specific concentration areas in which respondent is proposing to offer courses through this partnership: 1) management, business administration and/or leadership; 2) technology, CIS, graphic design and/or IT; 3) communications; 4) accounting and/or finance; 5) human resource management; 6) building engineering/trades and facilities and industrial maintenance; 7) computers, technology support and networking; 8) culinary assistant/management, food production and food service sanitation; 9) customer service, communications and accounting/bookkeeping; and 10) leadership/management, administrative professional and LEAN/Six Sigma.

Describe in detail the existing programs in each proposed area currently offered by respondent, including, but not limited to, current course offerings and sample curriculums.

Detail respondent’s accreditations and provide current documentation regarding the same.

### 7.2.2 Section 2: Quality of Proposed Solution and Ability to Meet MPS's Needs

Be as specific as possible in describing respondent's plan for the partnership described in § 2.1. Describe how respondent anticipates registration and other administrative functions will be handled and any work anticipated on behalf of MPS in regards to those matters.

Detail adjunct staff requirements that would need to be met by MPS staff teaching these courses and any required or ongoing certification/training/in-service requirements.

Detail any additional requirements or specifications respondent would impose on MPS with regards to this partnership.

### 7.3 Tab C: Cost Proposal Form

Exhibit 1, attached hereto, must be completed and submitted as Tab C of the proposal. This is the only place cost/pricing should be referenced in the proposal.

### 7.4 Tab D: CCS Forms

Complete and submit all required CCS forms, identified in § 1.3.3, as Tab D of the proposal.

### 7.5 Tab E: Minimum Respondent Qualification

Exhibit 2, attached hereto, must be completed and submitted as Tab E of the proposal.

### 7.7 Tab F: Miscellaneous

Any additional materials, brochures or other documentation may be submitted as Tab F. Only relevant and necessary information should be included.

### 7.8 Tab G: Confidential or Proprietary Information

If respondent wishes to designate any portion of its proposal as confidential or proprietary, respondent may fill out and submit a "Request to Designate Information as Confidential or Proprietary" as Tab G. This form is found at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Forms.htm>. The Board is bound by Wisconsin statutes regarding public records (Wis. Stat. § 19.21, *et seq.*) and, as such, all of the terms of the contract resulting from this RFP will be public.

### 8.0 Appeals

Appeals regarding MPS's procurement process are handled by the Office of Accountability and Efficiency. Details on appeals can be found at [http://mpsaccountability.milwaukee.k12.wi.us/wp-content/uploads/2013/03/Bid\\_RFP-Appeals-Form.pdf](http://mpsaccountability.milwaukee.k12.wi.us/wp-content/uploads/2013/03/Bid_RFP-Appeals-Form.pdf).

**EXHIBIT 1 to RFP 914: Higher Education Partner to Provide Credits for Training and Professional Development**

**COST PROPOSAL WORKSHEET**

**Respondent Name** \_\_\_\_\_

DELIVERABLE	UNIT OF COST	COST PER CREDIT*
Partnership to provide accredited courses as described in § 2.1	Respondent to quote fixed cost per credit	<input data-bbox="1092 533 1281 579" type="text"/>

\*Cost submitted shall be all-inclusive, including but not limited to, any and all administration expenses, overhead expenses, staffing costs, etc.

Any modification to this form will be considered non-compliance with the format and content parameters. Any supplemental pricing information attached or referenced will not be considered.

## **Exhibit 2 to RFP 914: Higher Education Partner to Provide Credits for Training and Professional Development**

### **MINIMUM RESPONDENT QUALIFICATIONS**

For each of the following concentration areas – 1) management, business administration and/or leadership; 2) technology, CIS, graphic design and/or IT; 3) communications; 4) accounting and/or finance; and 5) human resource management – respondent must have an existing bachelor-level program in that concentration area.

Check “yes” to confirm that respondent has an existing bachelor-level program in each of the above concentration areas proposed in § 7.2.1.       Yes       No

If “no” is checked, MPS will fail respondent as to this minimum proposal requirement.

For each of the following concentration areas – 6) building engineering/trades and facilities and industrial maintenance; 7) computers, technology support and networking; 8) culinary assistant/management, food production and food service sanitation; 9) customer service, communications and accounting/bookkeeping; and 10) leadership/management, administrative professional and LEAN/Six Sigma – respondent must have an existing associate-level or certification program in that concentration area.

Check “yes” to confirm that respondent has an existing associate-level or certification program in each of the above concentration areas proposed in § 7.2.1.       Yes       No

If “no” is checked, MPS will fail respondent as to this minimum proposal requirement.

## ATTACHMENT 1 to RFP 914

### 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 the “District”), and \*\*\* (hereinafter “Provider”).

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

- a. In collaboration with the District, offer accredited, credit-bearing courses to MPS staff.
- b. Manage the certification of District Teaching Staff and evaluation of that staff, providing guidance to the District on effective training and support for District Staff Instructors in conjunction with the District’s identified staff.
- c. Provide the District the appropriate curriculum, and evaluation tools to allow the District to offer Provider courses to District employees for credit.
- d. Provide admissions and registration support for District staff taking courses offered by the District through the Provider in conjunction with the District’s identified staff using the Provider’s admissions and registration systems and processes.
- e. Provider designee(s) will maintain regular communication and attend monthly meetings with District’s identified staff to provide frequent feedback and status reports.
- f. Manage any mandated reporting requirements and provide information necessary for periodic progress reports and site visits, as needed.
- g. Collaborate with the District in the creation of a continuous quality improvement process that is supported by data collected with each cohort.
- h. Agree to publicly support the partnership and to establish resolutions and policies are aligned with that support.
- i. Maintain, during the term of this MOU, the following insurance: Professional Liability of not less than \$1,000,000 for each occurrence with a combined aggregate of \$2,000,000; Comprehensive General Liability of not less than \$1,000,000 for each occurrence with a combined aggregate of \$2,000,000; and Umbrella Insurance of not less than \$1,000,000. Provider will name “the Milwaukee Board of School Directors” as an additional insured on the comprehensive general liability and umbrella policies and as a “Certificate Holder” on the professional liability policy. Provider will assume all risk of loss or damage to its property and waives all claims with respect thereto against MPS, unless such loss or damage is caused directly or proximately by any wrongful, intentional, or negligent act or omission of MPS and its employees. Proof of required insurance coverage will be provided by Provider to MPS upon request.

#### **2. RESPONSIBILITIES OF MPS**

- a. Agree to work in the spirit of cooperation and programmatic integrity in establishing a program that allows the District to offer Provider’s credit-bearing courses within the District directly to District staff.

- b. Participate in the identification and selection process for candidates. The program will admit students that both parties agree are academically and professionally prepared.
- c. Collaborate with the Provider in offering Provider's courses using Provider's curriculum taught by District staff at District facilities.
- d. Support any practicum requirements by securing appropriate District sites using the Provider's criteria, ensuring that all District practicums meet the minimum qualification requirements set forth by the State and Provider.
- e. Collaborate with the Provider in providing professional development and training for District practicum supervisors that support both the needs of the Provider and the learning needs of the practicum student.
- f. District designee(s) will maintain regular communication and attend monthly meetings with Provider designees to provide frequent feedback and status reports.
- g. Agree to publicly support the partnership and to establish resolutions and policies are aligned with that support.
- h. Work cooperatively to assist any Provider program evaluation by sharing District information and relevant data. Additionally, test scores, grades, and attendance will be provided within the regulations of Provider using a standard operating procedure agreed upon by both parties.

### **3. 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 ¶ 3 of this MOU will survive the termination of the MOU.

### **4. TERM**

This MOU will be in effect from May 1, 2016 through April 30, 2019. Unless terminated pursuant to the provisions of ¶ 5 of this MOU, this MOU may be renewed, upon mutual written agreement of both parties, for additional terms.

## **5. 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 sixty 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 sixty-day period.
- b. Either party has the right to terminate this MOU at any time, for any reason, by giving the other party ninety days' written notice by Certified Mail or Registered Mail of such termination.
- c. In any event of termination, Provider agrees to "teach out", to completion, any students who are mid-program so as not to disrupt their education.

## **6. NOTICE**

- a. Notice to Provider will be sufficient if sent by first-class mail to \*, 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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. 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.

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

**MILWAUKEE PUBLIC SCHOOLS**

\*

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SAMPLE







**SCHEDULE H1-A  
Student Employment Commitment**

Project/Contractor Information

\_\_\_\_\_  
CONTRACTOR COMPANY NAME

\_\_\_\_\_  
MPS SITE

\_\_\_\_\_  
MPS PROJECT

Name of Employment Liaison Contact

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-MAIL

Number of required hours: \_\_\_\_\_

Options

Place an "X" below to indicate how you plan to fulfill your student employment requirement.

- ALTERNATIVE PLACEMENT SITE
- AFTER SCHOOL
- SUMMER
- YOUTH APPRENTICESHIP
- OTHER

Employment Plan – Use additional pages if necessary. Plan must meet hours required.

From \_\_\_\_\_ to \_\_\_\_\_

List month							
Number of employment hours							

Provide a detailed description of your employment plan for this project.

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I hereby declare and affirm that I,

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

am a duly authorized representative of

\_\_\_\_\_  
COMPANY NAME

located in

\_\_\_\_\_  
STATE

\_\_\_\_\_  
COUNTY

\_\_\_\_\_  
CITY

and that I have personally reviewed the material and facts describing our proposal regarding student employment. I agree to provide an employment partnership experience for the MPS student. (HIC is required to be submitted as well). If a contractor is non-compliant, MPS may impose one or more identified sanctions, and require proof of corrective action by the contractor.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED COMPANY OFFICER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF CCS REPRESENTATIVE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



### SCHEDULE H1-B

#### Student Career Awareness/Education Plan/Commitment

Project/Contractor Information

\_\_\_\_\_  
CONTRACTOR COMPANY NAME

\_\_\_\_\_  
MPS SITE/PROJECT NAME

\_\_\_\_\_  
NUMBER OF  
REQUIRED HOURS

Name of Education Liaison Contact

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-MAIL

Place an "X" below to indicate how you plan to fulfill your career awareness/education requirement. This is a ten (10) hr. requirement unless otherwise listed in the project specifications. Preparation time of two (2) hours is allowed. Career awareness/education hours are counted by company, not by number of presenters. Interviews with students for fulfillment of student employment requirements and conversations with CCS personnel are not counted toward education activities.

Classroom skill development/project activity

Career-based learning & online career coach mentoring

Student group tours/observations – job site

Classroom presentation/demonstration

Contractor provided option (Please provide description.) \_\_\_\_\_

Provide a detailed description of your career awareness/education plans for this project.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby declare and affirm that I,

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

am a duly authorized representative of

\_\_\_\_\_  
COMPANY NAME

located in

\_\_\_\_\_  
STATE

\_\_\_\_\_  
COUNTY

\_\_\_\_\_  
CITY

and that I have personally reviewed the material and facts describing our proposal regarding student career awareness/education. I agree to provide the experience(s) contained herein. If a contractor is non-compliant, MPS may impose one or more identified sanctions, and require proof of corrective action by the contractor.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED COMPANY OFFICER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF CCS REPRESENTATIVE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



Schedule H1-C
Alternative Placement Request
Student Employment

Please submit the following form identifying your election for Alternative Placement. The Office of Contract Compliance Services is the sole approver for alternative placement and will assist with referrals of available sites.

Alternative Placement is available to MPS Contractors/Vendors with justified limitations which prevent actual student employment participation within their place of employment. Additionally, a company representative will be required to perform 2 alternative placement site visits for the duration of the project or per 12 month contract period (where applicable). "Alternative Placement" is defined as a work site other than that of the MPS Contractor/Vendor's worksite, identified as appropriate for work experience with MPS students in order to meet MPS Contractor/Vendor's Student Employment obligations under the DFMS Participation Plan for Contractors or MPS Professional Services Contract. Justifications for Alternative Placement include the following: company age restrictions, work-site capacity limitations and location limitations.

In limited circumstances, when the Contractor's place of employment is beyond the transportation resources available to students or when certain project circumstances exist that prevent student employment at the job site, the Contractor may subcontract with a third party who is currently providing services that were originally agreed upon between MPS and the Contractor for an "alternative placement" of students. In such cases, the contractor maintains responsibility for the student's work site and wages as well as ensuring a reasonably safe and meaningful work experience. Under this arrangement the contractor will be the "statutory employer" for all insurance purposes, including, but not limited to worker's compensation purposes, and is hereinafter referred to as "Contractor/Statutory Employer." The placement is hereinafter referred to as "Alternative Placement" or "Alternative Placement Site." The Contractor/Statutory Employer understands and agrees that financial responsibility for claims or damages to students/employees, shall rest with Contractor/ Statutory Employer. Contractor/ Statutory Employer shall effect and maintain any insurance coverage, including but not limited to, Workers' Compensation, Employers' Liability and Commercial General Liability.

A company representative will be required to perform 2 alternative placement site visits for the duration of the project or per 12 month contract period (where applicable). Each company must provide MPS with documentation of the alternative placement site visit and verification of site safety.

Project/Contractor Information

Form with fields for CONTRACTOR COMPANY NAME, MPS PROJECT NAME, BID/RFP NUMBER, CONTACT PERSON, PRIMARY PHONE, and E-MAIL.

Number of required project hours: \_\_\_\_\_

ALTERNATIVE PLACEMENT SITE ELECTION

Place an "X" below to indicate if you plan to fulfill your student employment requirement through an alternative placement site.

- Yes, I am requesting alternative placement.
No, I plan to employ the student employee within my organization.

Please list below justification for student employment request.

Four horizontal lines for providing justification for student employment request.

**TO BE COMPLETED BY CONTRACTOR/VENDOR:**

I hereby declare and affirm that [ \_\_\_\_\_ ] is in agreement with the conditions for utilizing an  
INSERT COMPANY NAME

Alternative Placement Site and that our company meets the standards for which an accommodation is granted. I also understand that it will be the responsibility of our company representative to complete the required site visits and report to MPS CCS a student status report which will contain signatures from the identified MPS alternative placement site liaison. I also agree to pay the student worker, at minimum, the City of Milwaukee's Living Wage Rate.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED COMPANY OFFICER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF CCS REPRESENTATIVE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE