

Memorandum of Agreement
between the Madison Metropolitan School District,
Workforce Development Board of South Central Wisconsin,
and Greater Madison Chamber of Commerce Foundation

YOUTH APPRENTICESHIP
2018-2021

This Memorandum of Agreement (MOA) outlines the mutually agreed upon elements of the high-intensity partnership between the Madison Metropolitan School District (MMSD), the Workforce Development Board of South Central Wisconsin (WDBSCW), and the Greater Madison Chamber of Commerce Foundation (GMCC) to carry out the requirements of the Wisconsin Department of Workforce Development (DWD) Youth Apprenticeship (YA) Program.

1. Statement of Shared Purpose

Youth apprenticeship is a rigorous, one- or two-year elective program, offered to juniors and seniors. The YA program provides students with academic and occupational skills leading to both a high school diploma and a State Skill Certificate of Occupational Proficiency in a specific career cluster. This program is a state supported program through the DWD.

All Partners understand that local operational procedures consistent with state guidelines for operating a YA program must be in place. Activities including, but not limited to, student recruitment, student selection, curriculum, business recruitment, business selection, and mentor training must meet established DWD requirements.

Partners acknowledge that mentors are more than just supervisors. Mentors are role models that coach YA students on how to be successful employees at their organization and connect learning in the classroom to performance on the job. By expanding the walls of the classroom to include business, every student's personalized pathway will lead to graduation with a post-secondary plan that could lead to an industry recognized certificate and/or licensure, an associate degree or baccalaureate degree and beyond. Partners recognize the importance of ensuring that YA students possess the skills necessary to be successful in an evolving and ever-changing economy.

MMSD, WDBSCW, and GMCC strive to increase the number of students, the diversity of students, and the number of at-risk/disengaged, nontraditional and disabled students participating in the YA Program. Increased participation 1) provides more students with the opportunity to engage in real-world learning experiences, 2) positively impacts the communities' future workforce, and 3) has the potential to close opportunity gaps and thus achievement gaps.

2. Rationale Defining Participation

The YA Program is a component of the experiential learning continuum providing students with a robust training opportunity. MMSD recognizes the importance of establishing long-term partnerships with the business community to increase real-world learning experiences. This opportunity aligns with MMSD's vision for all students to graduate college, career and community ready.

3. Timeframe

The term of this Agreement shall be from July 1, 2018 to June 30, 2021. Direct services are provided to students year round. This Agreement may not be renewed, unless the Partners agree in writing to the type, extent and cost of services to be provided prior to such renewal.

Program monitoring will occur between MMSD, WDBSCW, and GMCC, as outlined below:

- GMCC and MMSD shall review progress towards meeting program goals and fulfillment of expectations on a quarterly basis for the duration of this agreement.
- WDBSCW shall review progress towards meeting program goals and grant outcomes on a monthly basis for the duration of this agreement.
- Partner leadership shall review progress towards meeting program goals and fulfillment of expectations mid-year and year-end. Year-end review will include initial planning for program renewal process.

4. Specific Target Outcomes & Program Monitoring

Partners are dedicated to empowering students to pursue opportunities that will lead to fulfilling careers through implementing the YA Program. Together, we are working to ensure that students gain real world experiences while still in high school. We aim to provide opportunities for students to earn industry-recognized credentials, as well as articulated or dual credit with postsecondary institutions. Our goal is to increase the number of students served while ensuring the diversity of those enrolled reflects the diversity of MMSD.

Students will be provided with program information needed to make an informed choice about their chosen YA area. Primary efforts and job placements will focus on matching jobs to student's interest area. A secondary recruitment focus will be placed on securing new employers to accommodate future student needs as well as establish long-term, sustainable employer partnerships.

Per Wis. Stats. 106.13, each consortium must meet the following minimum standards:

- At least 80% of the youth apprentices who participate in the program for two (2) years must receive a high school diploma on completion of the youth apprenticeship.

- At least 60% of the youth apprentices who participate in the program for two (2) years must be offered employment by the employer that provided the on-the-job training for the youth apprentice on completion of the youth apprenticeship.

Per DWD Program Performance Standards, each consortium will additionally be evaluated by the following program standards:

- Actual enrollment at close of grant should be no less than 85% of planned enrollment.
- At least 75% of the youth apprentices enrolled in the program are expected to successfully complete the program and receive a Level One or Two YA certificate.
- At least 60% of graduating seniors completing with a Level One or Two YA certificate are expected to be offered employment in an occupation within their training area.

Goal 1: 35 MMSD students will be registered Youth Apprentices with the Department of Workforce Development by March 31 (goals are set through annual state grant cycle and may be adjusted each year based on DWD grant approval).

Performance Metrics:

- Actual enrollment at close of grant should be no less than 85% of planned enrollment.

Goal 2: All registered YA students will receive feedback regarding their on-the-job performance on a quarterly basis.

Performance Metrics:

- One hundred percent (100%) of all YA students have a written performance evaluation completed by their employer and submitted to MMSD two-weeks prior to the end of each quarterly grading period and at the end of summer (if applicable).

One hundred percent (100%) of Level 1 and Level 2 youth apprenticeship students have a face-to-face performance evaluation meeting with employer, and parent/guardian (when possible) no later than two-weeks after the end of each semester

Goal 3. YA students will successfully complete program requirements.

Performance Metric:

- Seventy-five percent (75%) of registered YA students earn DWD Level 1 or Level 2 YA Certification by August 31 of their completion year.
- At least 80% of the youth apprentices who participate in the program for two (2) years must receive a high school diploma on completion of the youth apprenticeship.

Goal 4. YA students will be offered continued employment in an occupation within their training area.

Performance Metric:

- At least 60% of graduating seniors completing with a Level One or Level Two YA certificate are offered continued employment in an occupation within their training area, as indicated in employer exit surveys.

Goal 5. YA students will meet or exceed employability skills expectations by the conclusion of their YA employment.

Performance Metric:

- At least seventy-five percent (75%) of all YA students meet or exceed employability skills expectations as measured by employability skills performance criteria on completion of the youth apprenticeship.

Goal 6. YA students will earn state skill certificates.

Performance Metrics:

- At least 75% of YA students earn a state skill certificate of occupational proficiency, as measured by completion of youth apprenticeship skills checklist during face-to-face performance evaluation.
- At least 75% of YA students earn a state employability skill certificate, as measured by completion of employability skills checklist during face-to-face performance evaluation.

Goal 7. Student participation in the YA Program will reflect an oversampling of traditionally under-represented students (students of color, students with disabilities, ELL, economically challenged).

Current MMSD student population demographics:

- 9% - Asian
- 18% - Black / African-American
- 20% - Hispanic
- 44% - White
- 9% - two or more races

Additional annual monitoring metrics:

- Number of students participating in pre-apprenticeship opportunities
- Demographics of students participating in pre-apprenticeship opportunities

5. Organizational Structure

The South Central Wisconsin Youth Apprenticeship Partnership is coordinated by the Workforce Development Board of South Central Wisconsin (WDBSCW) in collaboration with the Dane County School Consortium (DCSC), MMSD, and Jefferson School to Career Consortium (The DCSC and the Jefferson School to Career Consortium are included only for reference and not intended to have any rights or responsibilities under this MOA). See Figure 1.

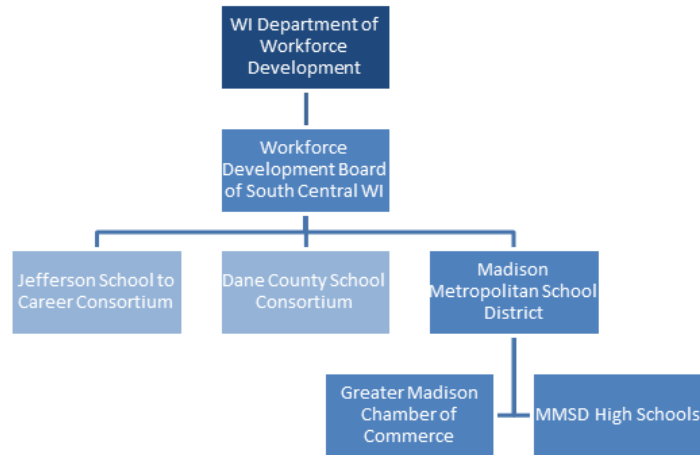


Figure 1. Organization Structure

6. Roles & Responsibilities

The primary role of each partner is described below (contracts for services will be developed for GMCC, and DCSC):

- MMSD – recruits students and assists with overall program facilitation. Ensures communication between all stakeholders (student, parent/guardian, school counselors, YA staff, employer/mentor) and are outlined in **MMSD Respective Roles & Responsibilities in Appendix A;**
- GMCC – secures training sites and provides direct contact with employers/mentors. Specific partner responsibilities are outlined in the **GMCC Respective Roles & Responsibilities in Appendix B;**
- WDBSCW – direct local program design and operation, provide fiscal management of the YA grant and provides technical support to internship site development.

7. Grievance Procedure

Student concerns and problems will be resolved following the steps listed below.

Step	Work Site	Related Classroom	High School Courses
1 If not resolved proceed to Step 2	Student speaks to work site mentor	Student speaks to related classroom instructor	Student speaks to high school classroom instructor
2 If not resolved	Student speaks to school-based experiential learning liaison	Student speaks to school-based experiential learning liaison	Student speaks to school-based experiential learning liaison

proceed to Step 3			
3 If not resolved proceed to Step 4	Student speaks to the GMCC BEM and/or MMSD Experiential Learning Coordinator at the Central Office	Student speaks to the MMSD Experiential Learning Coordinator at the Central Office	Student speaks to the MMSD Experiential Learning Coordinator at the Central Office
4 If not resolved proceed to Step 5	Student speaks to the Personalized Pathways Coordinator at the Central Office and/or building principal	Student speaks to the Personalized Pathways Coordinator at the Central Office and/or building principal	Student follows high school procedures. Contact the building principal.
5	Student fills out the General Complaint form that can be found on the MMSD website and turn in to Central Office.	Student fills out the General Complaint form that can be found on the MMSD website and turn in to Central Office.	Student fills out the General Complaint form that can be found on the MMSD website and turn in to Central Office.

8. Decision Making Responsibility

The MMSD Director of Personalized Pathways and Career and Technical Education (CTE) maintains decision-making authority for overarching matters pertaining to the operation of the MMSD YA Program. Hiring decisions for MMSD YA staff and GMCC staff are made by MMSD and the GMCC, respectively.

Decisions relating to school-level logistics (information meetings, employment preparation, student interviews, etc.) and operation are made by the MMSD Experiential Learning Coordinator. Questions from GMCC Talent and Education Manager (TEM) that cannot be resolved are directed to the MMSD Director of Personalized Pathways and CTE and the GMCC Vice President, who will consult as needed to determine a response.

Decision Making Matrix						
	Joint	MMSD				GMCC
Human resources	Each organization is responsible for accountability of their personnel and will align performance goals to this MOA.					
Budget/fundraising	X					
Program design	X					
Participant recruitment		X				X
Participant selection		X				X
Program delivery	X					

Participant mentorship/supervision		X				X
Program evaluation	X					

9. Public Relations

All Partners agree to co-market the relationship. This includes featuring accurate logos on appropriate materials including highlighting the partnership in materials and media coverage for collaborative programs involved in this Agreement. Marketing materials and media releases to be reviewed and approved by participating Partners prior to publication/release.

10. Partner in-Kind Contributions

MMSD will provide (in-kind):

- Coordination by and communication with MMSD Experiential Learning Coordinator;
- District level student development and follow-up;
- School-based experiential learning liaison for each of the four (4) MMSD comprehensive high schools;
- School-based experiential learning liaison for alternative high school programs; and
- Technical-related instruction for YA students.

11. Budget Information*Based on 35 registered YA students

	Revenue	Expenses	In-Kind
Youth Apprenticeship Grant Funding through WDBSCW	30,555.00		
Coordination Costs GMCC Employer Development School-Based Liaisons		\$23,100.00***	
Student Costs Instructional materials & supplies		\$15,000.00	\$50,000.00
Employer Costs Mentor Training/Recruitment PR/Recognition		\$500.00 \$2,500.00	
Other In-Kind District Experiential Learning Coordinator (40%)			\$42,000.00
Totals	\$30,555.00	\$41,100.00**	\$92,000.00

**Additional expenses are covered by local funding.

***One third of GMCC contract supports youth apprenticeship; two thirds supports District wide experiential learning

12. Fundraising

WDBSCW will submit YA grant on behalf of all Partners.

13. Access to and Use of Data

Because of the program's need to review and track student enrollment, performance and attendance data, all Partners acknowledge that certain data or information regarding students may consist of confidential records owned by MMSD and/or be subject to the federal Family Educational Rights and Privacy Act (FERPA), the Wisconsin Pupil Records laws or other privacy laws. All Partners also acknowledge that disclosure to or use by third parties of such data or information would be damaging. As such, student data will not be used other than necessary for the performance of this Agreement. This includes written reports, public relations materials, Internet and/or other print-based electronic media. Also see WDBSCW Data Sharing Agreement Acknowledgement.

14. Composition and Role of Advisory Board

The WDBSCW Youth Apprenticeship Steering Committee will serve as the WDBSCW Youth Apprenticeship Advisory Board. The WDBSCW Steering Committee is comprised of industry leaders who are essential to the growth and success of the youth apprenticeship program and partnerships. The Youth Apprenticeship Steering Committee meets two times per year. One of the Steering Committee's charges is to assure that the Board has developed and is providing access to educational and workforce development programs that are maximizing access and participation of disadvantaged and at risk young people so that they are prepared to be successful workers within the South Central region. The Steering Committee will review the Youth Apprenticeship program outcomes to contracted goals, and assist with reaching out to business networks to solicit participation. Additionally, the Steering Committee will continue to help the WDBSCW be aware of resources that will support the effort.

The Youth Apprenticeship Steering Committee meets in person and/or virtually quarterly (4) times per year. All partners will attend these meetings.

15. Involvement of Other Community Groups

Madison College and DCSC provide YA coursework through contracted services as needed.

16. Indemnity and Insurance

The Partners agree that, by virtue of entering into this Agreement, the MMSD is in no way assuming any liability associated with or any role in supervising or directing the activities, programs or operations of Partners, and nothing in this MOA is intended to create any relationship of third-party beneficiary, principal or agent, joint venture or similar association.

At all times during the term of this Agreement, to the fullest extent allowed by the laws of Wisconsin, all Partners shall indemnify, hold harmless and defend the MMSD, its MMSD, officers, employees and representatives, including Madison School & Community Recreation, against any and all liability, loss, damages, costs or expenses, including court costs and attorney's fees, which the MMSD, its officers, employees or representatives may sustain, incur or be required to pay by reason of any acts or omissions of the Partners, its employees, volunteers or agents, that are in any way related to this Agreement." For the purposes of this indemnification provision, business, industry, and non-profit entities recruited to assist YA students shall not be considered volunteers or agents of the recruiting organization.

17. Confidentiality

The Partners acknowledge that for the purposes of the program and/or its evaluation, Partners may have access to MMSD's confidential and personally identifiable information derived from student education records ("Student Information") under the conditions described herein. All Partners agree to respect such confidentiality and implement policies and practices to keep such information confidential. Partners shall maintain student information it may hold for and on behalf of the District - ONLY for the primary purpose of providing the services described in this Agreement - in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1).

Any student information provided to Partners will be disclosed within Partners only to employees of Partners who have a legitimate educational interest in maintaining the data for uses authorized in this Agreement. Partner employees will be deemed school officials for the purpose of access to personally identifiable information derived from student education records only if (i) they have a legitimate interest in maintaining the data for the express purposes of providing the Service under this Agreement; and (ii) personally identifiable information derived from students' education records and maintained by Partners will not be further disclosed to third parties, except as authorized by MMSD or by this Agreement, and subject to the conditions under FERPA. Partners shall require each employee or volunteer having access to student record information sign a non-disclosure statement in a substantially similar form to that of Attachment A hereto, and Partners will protect student information provided by the District from further disclosure. Partners will notify MMSD of third party requests for disclosures of student information. Actual disclosures of such information to third party organizations must be pre-authorized by the District, which shall be responsible for maintaining a record of the request or disclosure with the records of each student, and providing the record to parents upon request, as required by 34 CFR 99.32.

18. Non-Discrimination

Partners agree not to discriminate on bases prohibited by federal, state, or local laws, ordinances or regulations, including but not limited to applicable Titles of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, as amended.

19. Program Termination

a. Any Partner may terminate this agreement for any reason upon 60 days written notice. However, all programs and/or services shall terminate at the end of the term/semester after the notice is given, so as not to disrupt student instruction.

b. A student may be terminated or withdrawn at any time from the Youth Apprenticeship Program for violation of the MMSD of Conduct, or other Youth Apprenticeship policies or procedures. The Partners will consult with the MMSD, but will have the final decision whether or not to terminate or withdraw a student. Termination does not release the MMSD's obligation to pay for the costs of the student.

20. Program Property

In the event the MMSD terminates this MOA, unless Partners wish to donate same, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by Partners and any purchases of materials or equipment made by Partners for this project shall remain the property of Partners, and Partners shall maintain records that will clearly identify such materials or equipment. Any MMSD property used or any material or equipment purchased by MMSD for the YA Program, shall remain the property of MMSD.

21. Personnel

The Partners agree to secure at their own expense all personnel necessary to carry out their obligations under this MOA. Although MMSD employees may volunteer or otherwise work for the Partners during non-contracted hours, whenever they are carrying out the Partner's obligations they shall not be deemed to be employees of the MMSD, nor shall they or any of them have, or be deemed to have, any direct contractual relationship with the MMSD for said services. The Partners shall provide the services described herein in a professional and competent manner.

22. Use of Funds and Fiscal Evaluation

Funds paid Partners hereunder shall be used solely for costs associated with the Youth Apprenticeship program to be provided pursuant to this Agreement. The Partners agrees not to expend funds

contrary to this Agreement. The Partners shall provide to MMSD, upon request, a copy of the same reports submitted by Partners to the South Central Wisconsin Workforce Development Board.

23. Notice

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in the United States mailbox with sufficient first class postage attached and addressed to a party's address as set forth above. It shall be the duty and responsibility of a Partner changing its address to notify the other Partner in writing within a reasonable time.

24. Controlling Law

It is expressly understood and agreed to by the Partners hereto that in the event of any disagreement or controversy between the Partners, Wisconsin law shall be controlling.

25. Exclusivity of Agreement

This entire MOA is intended to be an agreement solely between the Partners hereto and for their benefit only. No part of the MOA shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Partners.

26. Entirety of Agreement

The entire Agreement of the Partners is contained herein and this MOA supersedes any and all oral agreements and negotiations between the Partners relating to the subject matter hereof. The Partners expressly agree that this MOA shall not be amended in any fashion except in writing, executed by both Partners.

27. Severability

If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

28. Authority

By signing below, each person hereby represents that he/she has the authority to sign this MOA and bind the Partner to adhere to its terms.

29. Statement of Agreement

All Partners agree to the terms of this MOA.

Authorized signatory

MMSD
Position

Date signed

Authorized signatory

WDBSCW
Position

Date signed

Authorized Signatory

GMCC Foundation
Position

Date signed

Authorized Signatory

Appendix A: MMSD Respective Roles & Responsibilities for the Youth Apprenticeship Program

Recruit students for the Youth Apprenticeship program and implement the program aligned to Department of Workforce Development requirements; as well as ensure communication between all stakeholders.

- Develop, maintain and share a database consisting of YA applicants and their current program status.
- Support strategic plan outlining recruitment and retention strategies for employer participation in YA Program.
- Distribute marketing and media materials, including testimonials, to promote the YA Program to MMSD employers, students, parents/guardians and staff.
- Participate in weekly meetings with GMCC's TEM.
- Participate in semester business and student data reviews with GMCC TEM, Chamber VP, and MMSD Director of Personalized Pathways and CTE.
- Co-plan and facilitate YA information meetings to be held at East, Memorial, La Follette, West, Capital High and Shabazz as appropriate.
- Process and maintain student YA applications (online application, parent/guardian certifications, and recommendations).
- Co-plan and co-facilitate individual student interviews for all YA applicants (as part of the YA application process).
- Provide student YA interview follow-up information and next steps to students and parents/guardians.
- Communicate job openings to students and parents/guardians.
- Assist students with job interview preparation.
- Assist students with technical-related coursework options and registration.
- Participate in planning and facilitating an employer recognition strategy.
- Maintain complete communication log for all students, parents/guardians, business mentors, and staff involved in the YA Program. Logs to be updated within forty-eight (48) hours of communication.
- Attend South Central Wisconsin Youth Apprenticeship Partnership meetings.
- Attend Youth Apprenticeship Steering Committee meetings as scheduled Provide documentation and participate in interviews, as needed, for yearly YA audit.
- Ensure program operations are in accordance with DWD operations manual.
- Submit signed ETA to DWD within 30 days of job placement.
- Place performance evaluations for each registered YA student in shared student folder within two days of completion.
- Submit signed skill competency checklist to DWD for each Level 1 and Level 2 YA completer within two weeks of receipt.
- Submit signed employability skills checklist to Department of Public Instruction (DPI) for each Level 1 and Level 2 YA completer within two weeks of receipt.

- Facilitate corrective action with student workers as necessary.
- Participate in YA activities as defined under the Workforce Development Board of South Central Wisconsin (WDBSCW) grant.
- Review progress towards meeting program goals and fulfillment of expectations on a quarterly basis for the duration of this agreement.
- Share marketing and media materials, including testimonials, to promote the YA Program to employers, students, parents/guardians and staff.
- In partnership with the GMCC TEM, initiate contact and maintain communication with business/industry for YA placements.
- Attend WDBSCW Youth Apprenticeship Partnership meetings as scheduled.
- Attend WDBSCW Youth Apprenticeship Steering Committee meetings as scheduled

Appendix B: GMCC Respective Roles & Responsibilities for the Youth Apprenticeship Program

Initiate and maintain contact with business/industry for engagement in experiential learning opportunities; including, but not limited to the following:

- Experiential Learning Opportunities
 - Engage business and industry partners to register and participate in *InspireMadisonRegion*
 - Support the use of *InspireMadisonRegion* with school staff and classroom teachers
 - Provide support and mentor training to business/industry/community in preparation to provide quality experiential learning opportunities
 - Initiate and develop business and industry relationships aligned to the variety of experiences outline on the Experiential Learning Continuum
 - Act as a liaison between business and industry and MMSD staff
- Youth Apprenticeship
 - Initiate contact and maintain communication with business/industry for YA placements
 - In partnership with MMSD, develop and share marketing and media materials to promote the YA program
 - Meet regularly with the MMSD Experiential Learning Coordinator, and other internal staff, as needed
 - Co-plan and co-facilitate student interviews for YA applicants
 - Develop job descriptions, with businesses, for each potential placement
 - Provide YA-specific employer mentor training for new and veteran YA employers
 - Broker the connection between student and employer to complete the hiring process and Employment Training Agreement (ETA) and other required documentation (ETAs, etc. provided back to MMSD for submission)
 - Maintain communication logs for all students, parents/guardians, business mentors, and staff on a weekly basis
 - In partnership with the MMSD Experiential Learning Coordinator, assist with corrective action with student workers, as necessary
 - In partnership with MMSD staff, manage the student/business relationship beginning with initial hiring/training
 - In partnership with MMSD staff, assist with mentor performance evaluations and signed checklists on as needed basis