

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 the City of Milwaukee, acting by and through its Department of Administration, (hereinafter “DOA”).

RECITALS

WHEREAS, DOA has established the Fund My Future Milwaukee Program (“FMFM Program”) to start a college savings account (“CSA”) for public and private school students in Milwaukee; and

WHEREAS, MPS coordinates available resources, including community organizations and postsecondary institutions, to support MPS faculty, families, and students in fostering a college-going culture; and

WHEREAS, MPS wishes to support the establishment of CSAs for MPS students; and

WHEREAS, the FMFM Program will target K5 students in a phased approach to provide a CSA for students in Milwaukee; and

WHEREAS, DOA has contracted with Edvest, a tax-advantaged 529 savings plan managed by the State of Wisconsin, to establish a Community Account for the FMFM Program; and

WHEREAS, DOA has contracted with the United Way of Greater Milwaukee and Waukesha County to act as Fiscal Sponsor of the FMFM Program; and

WHEREAS, DOA has contracted with Employ Milwaukee, Inc., to be the employer of record for the Program Manager and Administrative Assistant that are employed in connection with the FMFM Program; and

WHEREAS, MPS desires to partner with DOA to utilize the framework already established in connection with the FMFM Program to support the establishment of CSAs for its students;

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

1. RESPONSIBILITIES OF THE PARTIES

- a. FMFM’s Program Manager shall work to coordinate the FMFM Program with MPS’s Contact, and MPS’s Contact shall facilitate communication between DOA and the individual MPS schools. Either Party’s designee (Program Manager or Contact) may be changed upon notice to the other, given as set forth herein.

DOA Contact:
FMFM Program Manager
Employ Milwaukee, Inc.
2342 N. 27th Street
Milwaukee, WI 53210

MPS Contact:
Chief Communications and School Performance Officer
5225 W. Vliet St, PO Box 2181
Milwaukee, WI 53201-2181

- b. MPS will contribute fifty thousand dollars (\$50,000) to be used toward FMFM Program operations.
- c. MPS designates the FMFM Program Manager as a school district official with a legitimate interest in pupil records for the educational purposes related to this MOU pursuant to Wis. Stat. § 118.125(2)(d). The parties shall execute a separate data sharing agreement as may be necessary for DOA to carry out the educational interests covered under this MOU.

2. **TERM**

This MOU will be in effect from the date it is fully executed and shall remain in effect unless terminated in accordance with its provisions or the end of the FMFM Program, whichever comes first.

3. **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.

4. **INDEPENDENT DOA**

In entering into this MOU, and in acting in compliance herewith, the Parties are at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Neither Party is 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 the other from time to time to any individual or entity providing services pursuant to this MOU.

5. NOTICE

Unless otherwise provided in this MOU, notice to the Parties will be sufficient if sent by first-class mail to the addresses indicated in Paragraph 1 or to such other address as the Parties may hereafter designate in writing.

6. 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.

7. 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.

8. 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.

9. FINAL EXPRESSION

This MOU is intended by DOA 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.

10. PUBLIC RECORDS

Both Parties understand that they are bound by the Wisconsin Public Records Law, and as such, all of the terms of this MOU are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* Each Party will assist the other in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this MOU.

11. CONFLICT OF INTEREST

No officer, employee, or agent of DOA who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this MOU pertains, shall have any personal interest, direct or indirect, in this MOU. No member of the governing body of the DOA and no other public official the DOA who exercises any functions or responsibilities in the review or approval of the carrying out of this MOU shall have any personal interest, direct or indirect, in this MOU.

12. INDEMNIFICATION

The Parties each agrees to indemnify and hold the other harmless for its own acts or omissions in the performance of this MOU.

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

MILWAUKEE PUBLIC SCHOOLS

**CITY OF MILWAUKEE
DEPARTMENT OF ADMINISTRATION**

Keith P. Posley, Ed.D.
Superintendent of Schools

Sharon Robinson
Director, Department of Administration

Date

Date