REGIONAL FIRE DEPARTMENT HIRING PROCESS AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 09 day of March, 2014, by and between the NEENAH MENASHA FIRE RESCUE (hereinafter "NMFR") and FOX VALLEY TECHNICAL COLLEGE (hereinafter FVTC).

WHEREAS, NMFR wishes to contract with FVTC for the purpose of acquiring a list of qualified candidates for the position of firefighter; and

WHEREAS, FVTC wishes to provide the NMFR with testing results obtained from the Fox Valley Regional Hiring Process; and

NOW, THEREFORE, in consideration of the mutual promises and other goods and valuable consideration exchanged herein, IT IS AGREED AS FOLLOWS:

A. NMFR agrees to fulfill the following obligations:

1. Will certify that it has a valid Candidate Physical Ability Test (CPAT) license, and that it agrees to recognize and accept proof of completion of the CPAT from the limited licensee;
2. Will certify that it will utilize the CPAT only in the context of an overall implementation of the CPAT program that complies with its CPAT license;
3. Will understand the result of the hiring process will be valid for six (6) months from the date the candidate takes the CPAT and written exam;
4. Will only use the CPAT for the purpose of candidate preparation and physical ability testing of career firefighters.

B. NMFR agrees to fulfill the following obligations which are specific to the Fox Valley Regional Hiring Process:

1. Will be responsible for advertising the open position(s) and direct potential candidates to the FVTC website for additional information;
2. Will establish the minimum hiring requirements for NMFR;
3. Will accept the Fox Valley Regional Hiring Process Application;
4. Will reimburse FVTC for services provided at the rate of $1,000.00 user fee plus $5.00 per applicant who meets the NMFR's minimum hiring requirements, successfully passes the CPAT and take the written exam.

C. FVTC agrees to fulfill the following obligations:

1. Will obtain and maintain a limited license and cover the cost of any licensing fees.
2. Will have the capability, and agree to assist, the fire department in meeting the terms of such compliance, including the pre-test orientation and mentoring requirements;
3. Will have the capability and staff to validate the CPAT for jurisdictions through a transportability study, assist the fire department in obtaining CPAT licensure, provide consistent CPAT testing administration and legally defend validation and CPAT administration;

4. Will have the capability and agree to provide candidates practice tests and orientations in accordance with The Fire Service Joint Labor Management Wellness-Fitness Initiative Candidate Physical Ability Test Manual, 2nd Edition;
5. Will provide candidates with mentoring programs (i.e. Firefighter Fitness 10-503-135 and Health and Wellness for Firefighter 10-503-134, classes which are offered through FVTC);
6. Will secure CPAT equipment and verify that such equipment and props conform to all specifications in the CPAT manual and that it has the ability to administer the CPAT in conformity with the specifications of CPAT;
7. Will have a mechanism in place to assure that any individual who demonstrates a financial hardship will be provided the CPAT at reduced or no charge;
8. Will provide CPAT certificates for candidate's applying for employment with multiple fire departments;
9. Will notify the IAFF of the CPAT licensed fire departments for which such certification is provided;
10. Will provide CPAT licensed fire departments results from the hiring process and a method for verifying the candidate's results;
11. Will administer the CPAT in compliance with the IAFF's licensing agreement, which include full compliance with the EEOC conciliation agreement and utilization of the CPAT administration.

D. FVTC agrees to fulfill the following obligations which are specific to the Fox Valley Regional Hiring Process:

1. Establish and maintain an Fox Valley Regional Hiring Process website;
2. Collect candidate applications and certifications and determine if the candidate meets the minimum requirements set forth by the NMFR;
3. Maintain a data collection system for all pertinent information relating to the hiring process;
4. Only allow candidates who meet the NMFR minimum hiring requirements to participate in the hiring process;
5. Schedule CPAT orientation, practice session and administer the actual physical ability test in accordance with the guidelines set by Chapter 6, Appendix A and Appendix B of The Fire Service Joint Labor Management Wellness-Fitness Initiative Candidate Physical Ability Test Manual, 2nd Edition;
6. Administer the written exam only to the candidates who meet the NMFR minimum hiring requirements and successfully complete the CPAT;
7. Compile hiring process testing data from the candidates application, CPAT and written exam;
8. Provide the NMFR with a hard copy (paper copy) of the application packet for each candidate who has applied to the NMFR, results of hiring process data for each candidate, whether or not the candidate meets the minimum hiring requirements, or passes CPAT (i.e. as much information as possible for each candidate depending on how far the candidate has progressed though the hiring process);
9. Provide a summary of the entire Fox Valley Regional Hiring Process to the NMFR, this will be statistical data and will not include specific names of candidates;

10. Will receive compensation from the NMFR for services provided at the rate of $1,000.00 user fee plus $5.00 per applicant who meets the NMFR's minimum hiring requirements, successfully passes the CPAT and takes the written exam.

E. TERMS OF THIS AGREEMENT, shall expire one year from the date first above written.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed the date first above written.

NEENAH MENASHA FIRE RESCUE

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Al Auxier, Fire Chief

FOX VALLEY TECHNICAL COLLEGE

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Jeremy J. Hansen, Fire Protection Department Chair