

# REGIONAL FIRE DEPARTMENT HIRING PROCESS AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 15<sup>th</sup> day of March, 2021, 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 Technical College 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 Fox Valley Technical College.
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 understand the CPAT can only be used 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 review applications provided by FVTC for candidates to move forward in the process for CPAT and written exam.
5. Will reimburse FVTC for services provided at the rate of \$1,000.00.

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 NMFR in meeting the terms of applicable CPAT requirements, 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 assure compliance with the CPAT administration process.
4. Will have the capability and agree to provide candidates continuously available practice tests and orientations in accordance with The Fire Service Joint Labor

Management Wellness-Fitness Initiative Candidate Physical Ability Test Manual, 2<sup>nd</sup> Edition;

5. Will provide candidate with a mentoring programs (i.e. Firefighter Functional Fitness 10-503-135, classes which are offered through FVTC);
6. Will provide 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 certifications for candidate's applying for employment with multiple fire departments;
9. Will notify the International Association of Fire Fighters (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 Fox Valley Regional Hiring Process website;
2. Maintain a data collection system for all pertinent information relating to the hiring process and make available upon request;
3. Only allow candidates who meet the NMFR minimum hiring requirements to participate in the hiring process. FVTC expressly waives on obligations and NMFR indemnifies FVTC for any and all claims brought against either party related to the recruitment and/or hiring decisions related to any NMFR candidates or employees related to services provided in this Contract;
4. 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, 2<sup>nd</sup> Edition;
5. Administer the written exam only to the candidates who meet the NMFR minimum hiring requirements and successfully complete and pass the CPAT;
6. Compile hiring process testing data from the candidates application, CPAT and written exam;
7. Provide the NMFR with an electronic copy of the application for each candidate who has applied to the NMFR and the results of the written exam and CPAT.
8. 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;
9. Will receive compensation from the NMFR for services provided at the rate of \$1,000.00 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first above written.

**TERM.** The term of this Contract shall commence on the date hereof and continue for a period of one (1) year or until the sooner of (a) termination of this Contract by FVTC upon forty-five (45) days prior written notice; or (b) termination of this Contract by NMFR upon thirty (30) days prior written notice.

**Entire Contract.** This Contract constitutes the entire agreement of the parties hereto in respect of Services, and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Contract may only be modified in writing, signed by the party sought to be bound.

**NEENAH MENASHA FIRE RESCUE**

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Kevin Kloehn, Fire Chief

**FOX VALLEY TECHNICAL COLLEGE**



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James Austad, Fire Protection Department Chair