

Co-Location and Payroll Services Agreement

This Agreement is entered into between the Fund My Future Milwaukee and the Employ Milwaukee, Inc.

1. Overview.

Fund My Future Milwaukee is a citywide children's Savings Account (SCA) initiative that will open an educational savings account for every 5-year-old kindergarten student in Milwaukee. Set to launch in 2018-19, the program will help put children in Milwaukee on the path to a successful future and will contribute to making Milwaukee a more economically vibrant and healthy city. The program is being implemented through public-private partnerships involving the city of Milwaukee, Employ Milwaukee, Milwaukee Public Schools, private and choice schools, Edvest College Savings Plan, the Greater Milwaukee Foundation, United Way of Greater Milwaukee & Waukesha County, and other partners.

2. Payroll Related Services.

Fund My Future Milwaukee is hiring or has hired a Program Manager and Administrative Assistant. The Program Manager and Administrative Assistant shall be employees of Fund My Future Milwaukee, subject to its exclusive control and direction. Employ Milwaukee has agreed to provide payroll and related services in connection with the Fund My Future Milwaukee's employment of these employees as follows:

- a. The Fund My Future Milwaukee's Program Manager and Administrative Assistant shall be included on the payroll of the Employ Milwaukee. Employ Milwaukee or its designee, shall process the payroll of these employees and shall perform all payroll-related functions including, without limitation, employee benefit withholdings, issuing a W-2, withholding applicable taxes, and processing employer payroll taxes.
- b. The Fund My Future Milwaukee shall provide Employ Milwaukee all information necessary to provide the payroll-related processing services described in this Agreement. That information includes, without limitation, hours of work, rates of pay, benefit eligibility, and tax withholding status of its employees.

3. Office Space and Equipment.

Employ Milwaukee's corporate headquarters are located 2342 N. 27th Street in the City of Milwaukee, State of Wisconsin. Consistent with the terms of this Agreement, Employ Milwaukee agrees to provide the Fund My Future Milwaukee the following office space, equipment and support:

- a. Employ Milwaukee shall lease to the Fund My Future Milwaukee a mutually agreeable portion of the offices located at 2342 N. 27th Street, in the City of Milwaukee, to be used as the offices of Fund My Future Milwaukee's Program Manager and Administrative Assistant.
- b. Employ Milwaukee shall provide desks, computers, telephones, furniture and office equipment necessary for or requested by Fund My Future Milwaukee's Program Manager and Administrative Assistant.

4. Compensation.

In return for the services, equipment and other contractual obligations described in this Agreement, Fund My Future Milwaukee shall reimburse Employ Milwaukee quarterly for actual costs incurred for the Fund My Future Milwaukee positions. This amount shall be due within 30 days of the receipt of the quarterly invoice. For the period October 1, 2018 through **December 31, 2020** the estimated amount for the Program Manager & Administrative Assistant Positions to include salary, fringe benefits and space is \$170,000 annually. This amount may be adjusted by the mutual written agreement of the parties.

5. Employer Status.

At all times, Fund My Future Milwaukee's Program Manager and Administrative Assistant shall be the sole and exclusive employees of the Fund My Future Milwaukee. This Agreement is not intended to make Employ Milwaukee and the Fund My Future Milwaukee joint employers of these individuals. The parties expressly agree that the Fund My Future Milwaukee shall have the exclusive rights, responsibilities, duties and obligations of an employer for these two individuals.

- a. The Fund My Future Milwaukee agrees that its employees who use the office space of Employ Milwaukee shall act in accordance with Employ Milwaukee's employment policies applicable to all Employ Milwaukee employees who work at this location. Employ Milwaukee agrees to give Fund My Future Milwaukee, and its employees, copies of its current employment policies. Employ Milwaukee also agrees to give the Fund My Future Milwaukee, and its employees, copies of any updated employment policies prior to the time those policies take effect.
- b. If Employ Milwaukee believes that any employee of the Fund My Future Milwaukee is not complying with applicable employment policies, it shall notify the City of Milwaukee's Director of Administration of that belief. The Fund My Future Milwaukee shall investigate any concerns or complaints relating to its employees. Employ Milwaukee agrees to cooperate with any investigation undertaken by the Fund My Future Milwaukee.
- c. If the Fund My Future Milwaukee believes that any employees of the Employ Milwaukee are failing to comply with Employ Milwaukee policies, or applicable

employment laws or regulations, in a manner which is detrimental to employees of the Fund My Future Milwaukee, it shall promptly notify the Chief Financial Officer of Employ Milwaukee. Representatives of the Employ Milwaukee and Fund My Future Milwaukee shall jointly investigate any concerns or complaints raised by the Fund My Future Milwaukee.

6. Miscellaneous Provisions.

- a. This Agreement contains the entire agreement between the Parties relating to its subject matter. It expressly supersedes any prior agreements which are inconsistent, making them null and void.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- c. If any court of competent jurisdiction finds any provision in this Agreement to be unlawful, invalid, or unenforceable, that determination will have no impact on the remaining provisions of this Agreement. It is the intent of the parties for the provisions of this Agreement to be severable.

Fund My Future Milwaukee

Date: _____

By: _____

Its: _____

Employ Milwaukee, Inc.

Date: _____

By: _____

Its: _____