

AGREEMENT

MILWAUKEE TECHNICAL COLLEGE

TRAFFIC SAFETY SCHOOL

Agreement made as of the 1st day of March, 2012 by and between the City of Milwaukee, Wisconsin (the "City") and Milwaukee Area Technical College ("MATC").

WHEREAS, the City desires to make the MATC Traffic Safety School four-hour Defensive Driving Course (DRIVED 615) available to licensees in the City of Milwaukee.

WHEREAS, MATC is willing to make such a course available;

NOW, THEREFORE, the City and MATC do hereby agree as follows:

1. MATC's legal address for purposes of this agreement shall be:
Milwaukee Area Technical College (MATC)
700 W. State Street
Milwaukee, WI 53233-1443
2. Telephone number for MATC program contact (414) 297-6235
3. Legal description/status of MATC: Public Two-Year Technical College
4. The MATC contact person for purposes of this Agreement shall be:
Provost – Milwaukee Area Technical College
5. Services to be provided by MATC: Traffic Safety School four-hour Defensive Driving Course (DRIVED 615). Course schedule will be provided on a semester basis.
6. Precise geographic sites to be served: City of Milwaukee, Wisconsin.
7. Number of licensees to be served: an estimated minimum of 700 per year.
8. The MATC fees for the four-hour Traffic Safety School course will be a total of \$29.10. These fees will be collected by MATC and shall not be waived.
 - a. In the event the defendant or registrant pays for, but does not attend class or fails to complete the course, MATC shall retain all course fees.

- b. If the licensee must reschedule a class for an acceptable, medical work or compelling personal reason, no additional course fee will be assessed.
The student will be transferred into another section in a timely fashion at no additional cost.
- 9. Term of contract: March 2012 to March 2014. This contract shall be renewable for an additional two-year period upon written notice from the City of Milwaukee to MATC at least 90 days prior to the termination date of this contract. Both parties shall mutually agree upon terms of such renewal agreement.
- 10. Both MATC and the City of Milwaukee agree MATC will comply with all federal and state laws regarding access to student records.
- 11. Conflict of interest: No officer, employee or agent of the city or MATC who exercise any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.
- 12. Discrimination Prohibited:
 - a. In all hiring or employment made possible by or resulting from this Agreement there 1) will not be any discrimination against any employee or applicant for employment because of marital status, age, disability, lawful source of income, race, color, sexual orientation or familial status, religion, sex, or national origin or ancestry, and 2) affirmative action will be taken to ensure that applicants are employed and that employees are treated equally during employment without regard to their marital status, age, disability, lawful source of income, race, color, sexual orientation or familial status, religion, sex, or national origin or ancestry.

This requirement shall apply to, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting for the provisions of this clause. All solicitations or advertisements for employees shall state that qualified applicants will receive consideration for employment without regard to marital status, age, disability, lawful source of income, race, color, sexual orientation or familial status, religion, sex or national origin or ancestry.

- b. No person in the United States shall, on the ground of marital status, age, disability, lawful source of income, race, color, sexual orientation or familial status, religion, sex, orientation origin or ancestry, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The city and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating, Title VI of the Civil Rights Act of 1964.
- c. MATC will comply with all applicable provisions of the Americans with Disabilities Act of 1990.
- d. MATC will cause foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

By affixing your signature below, the undersigned agree to the terms of this contract and also agree that this contract includes all understandings between MATC and the City of Milwaukee.

Vicki J. Martin, Provost
Milwaukee Area Technical College
(414) 297-7396

Date: _____

Ronald D. Leonhardt
City of Milwaukee
City Clerk

Date: _____