



## TRANSFORM MILWAUKEE JOBS (TMJ) COLLABORATIVE HOST WORKSITE AGREEMENT

(UMOS; Northcott Neighborhood House; Milwaukee Urban League; Silver Spring Neighborhood Center)

1. This agreement is entered into between (enter legal name) \_\_\_\_\_  
located at \_\_\_\_\_  
hereinafter known as the HOST, and UMOs, Inc. located at 2701 S. Chase Avenue, Milwaukee, Wisconsin 53207-1450,  
hereinafter known as UMOs.
2. Agreement effective date: \_\_\_\_\_ to \_\_\_\_\_.
3. The purpose of this agreement is to establish rights and responsibilities of both parties.
4. HOST agrees to place at least 1 Subsidized Worker (SW) in a Subsidized Job (SJ) at one of its worksites.
5. HOST agrees that the SW will be properly supervised and treated as a regular employee of the HOST. The HOST agrees to train the SW in the skills and trades necessary in order for the SW to perform an adequate job and to conduct regular performance evaluations. Any training will occur during the course of the normal work week and will not be separately compensated to the HOST.
6. UMOs will be the EMPLOYER OF RECORD and will be responsible for: (a.) all I-9 forms, (b.) all wages and payment, (c.) all payroll taxes, (d.) unemployment compensation taxes where applicable, (e.) workman's compensation insurance where applicable and (f.) all applicable reporting to the Internal Revenue Service.
7. HOST agrees to comply with the Transform Milwaukee Jobs Host Worksite Handbook and to adhere to UMOs' Employee Complaints procedure as described there-in.
8. HOST agrees that UMOs will not pay any over-time for the SW. HOST further agrees that unless previously authorized by UMOs, the HOST will be responsible for any over-time and associated costs incurred as a result of the SW working over-time. Should the HOST wish to supplement wages to the SW above minimum wage, a written agreement must be in place prior to processing additional wages.
9. HOST agrees that the SW will work at least 20 hours, but not more than 40 hours, weekly. HOST agrees that the employment length of any SW will not exceed 1,040 hours, inclusive of all time spent on training and orientation (on and off-site).
10. HOST agrees to submit hours worked by the SW in the UMOs-prescribed manner and on a timely basis, ensuring accuracy and verifying hours worked. The HOST is encouraged to provide the SW with access to the Internet in order for the SW to report hours worked. Verification of hours worked will be transmitted by the HOST through e-mail (or other means as agreed to) to the designated UMOs representative. UMOs will provide the HOST with a schedule of payroll and due dates.
11. HOST agrees that unless previously authorized by UMOs, the SW will not drive any vehicle for the HOST, nor will UMOs reimburse the HOST or the SW for any travel expenses.
12. The HOST agrees to maintain and preserve the confidentiality of SWs as it would any of its employees.
13. HOST agrees to provide the SW with job experience, skills acquisition and meaningful work that is relevant to the HOST business/job functions, or in the associated business sector.

14. UMOS agrees to provide the HOST with SW personnel information when requested in writing and when both parties agree to the appropriateness of the request. HOST will maintain contact with the UMOS representative or designee, and provide feedback on the SW's performance, evaluations, name and contact information of immediate supervisor and other related information.
15. Unless previously agreed to by UMOS, The HOST will provide, at its own expense, the SW with any tools, equipment, safety gear and/or uniforms required to perform the work at the worksite.
16. The HOST affirms that if the worksite is subject to a collective bargaining agreement, the employment of a SW in no way impairs the terms of the contract. The HOST affirms that the SWs are not being employed as replacement workers during a labor dispute or being used to replace any lay-off workers and that no employee has been displaced, terminated or had hours reduced with the sole purpose of employing SWs.
17. HOST agrees that all applicable Federal and State labor laws will govern this agreement. HOST further agrees that it is not knowingly in violation of any law. **HOST agrees to report any SW injuries or accidents to the designated UMOS representative within 24 hours of the occurrence and according to UMOS procedures outlined in the Transform Milwaukee Jobs Host Worksite Handbook.**
18. HOST will consider SWs for unsubsidized employment at the end of the employment time frame for each SW. However, providing unsubsidized employment for SWs is not a requirement of this agreement.
19. This agreement may be modified or amended at any time during its term by mutual consent of the parties expressed in writing and signed by the parties. Either party upon thirty (30) days written notice to the other party may terminate this agreement. This agreement, including the rights, benefits and duties hereunder, shall not be assignable without the prior written consent of the other party. Invalidity of any provision, term or condition of this agreement for any reason shall not render any other provision, term or condition of this agreement invalid or unenforceable.
20. When signing this agreement, the Host Worksite certifies that no relationship exists that interferes with fair competition or constitutes a conflict of interest, and no relationship exists between the Host Worksite and another person or organization that constitutes a conflict of interest with respect to this contract. Failure to disclose this will make this agreement null and void.
21. HOST hereby covenants and agrees to indemnify, defend, save and hold harmless UMOS, its agents and employees from all liabilities, claims, suits or losses or damages however occurring arising out of this agreement from any and all parties or individuals whatsoever.

<b>HOST Name</b>	<b>FEIN Number</b>
<b>Address (include street, city, state, zip)</b>	
<b>Contact Person/Title</b>	<b>Phone Number</b>
<b>Email Address</b>	<b>Fax Number</b>
<b>HOST Authorized Signature</b>	<b>Date</b>

<b>Collaborative Name/Title (I have personally visited &amp; inspected Host work site)</b>	<b>Phone Number</b>
<b>Email Address</b>	<b>Fax Number</b>

<b>Program Manager Signature</b>	<b>Date</b>
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## **CITY OF MILWAUKEE TRANSITIONAL JOBS PROGRAM - COLLABORATIVE HOST WORK SITE AGREEMENT ADDENDUM**

This Collaborative Host Work Site Agreement Addendum is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Milwaukee, hereinafter known as the HOST, acting by and through its Department of Public Works, (DPW), Department of Neighborhood Services, (DNS), Department of Administration, (DOA) and Port, hereinafter each known individually as a Relevant Department, and United Migrant Opportunity Services, hereinafter known as UMOS.

Whereas, this Agreement and Addendum are entered pursuant to Common Council File # 151082, a resolution expressing support of and approving various agreement pertaining to the Compete Milwaukee 2016 program; and

Whereas, the Common Council of the City of Milwaukee has approved a Transitional Jobs Program and the use of up to 60 UMOS program participants to perform work for a period not to exceed 1,040 hours, with UMOS as the employer of record and the City as the host worksite; and

Whereas, the Collaborative Host Worksite Agreement as attached in its original form, and this attached addendum indicating changes agreed to by the parties, document the provisions and requirements of this initiative designed to offer transitional employment services in the form of experience, job skills, and career counseling to individuals having difficulty entering and succeeding in the workplace.

Now therefore, the parties hereby agree as follows:

The following provisions replace provisions in the original Host Worksite Agreement (Exhibit A) and have been agreed to by the HOST and UMOS.

- #4. The HOST agrees to place up to 60 Subsidized Workers (SWs) in Subsidized Jobs at various worksites, specifically: 55 SWs at DPW performing water facility maintenance, sewer main repair, street light maintenance, street pavement repair, parking line painting, landscape maintenance, refuse and recycling services, administrative work, and other related activities; 2 SWs at DNS engaged in approximately six months of training by DNS residential code enforcement staff, (including classroom and on the job training), and 2 SW at the Port performing railroad yard and track maintenance and repairs, maintenance of buildings and structures, groundskeeping, dockwall maintenance, and related activities; and 1 SW at DOA providing administrative assistance and various services to the Milwaukee Fatherhood Initiative.
- #5. The HOST agrees that the SWs will be properly supervised under the terms of this Agreement. The HOST agrees to train the SWs in the skills and trades necessary in order for the SWs to perform an adequate job and to conduct performance evaluations as required under the terms of this Agreement. Any training will occur during the course of the normal work week and HOST will not be separately compensated for training.
- #6. UMOS will be the EMPLOYER OF RECORD for the SWs, and will be responsible for:  
(a.) all I-9 forms, (b.) all wages and payment, (c.) all payroll taxes, (d.) unemployment

compensation taxes where applicable, (e.) workman's compensation insurance and (f.) all applicable reporting to the Internal Revenue Service.

- #7. The HOST agrees to comply with the applicable provisions of the Transform Milwaukee Jobs Host Worksite Handbook and to adhere to UMOS' Employee Complaints procedure as described there-in. HOST will work with UMOS to address and resolve violations. The HOST will provide SWs copies of HOST's internal work rules and procedures and SWs must follow HOST's rules and procedures. In the event of a conflict between UMOS' Handbook and the HOST's rules and procedures, the HOST's rules and procedures shall prevail.
- #8. HOST agrees that UMOS will not pay any overtime for the SWs. HOST further agrees that unless previously authorized by UMOS, the HOST will be responsible for any overtime and associated costs incurred as a result of the SWs working overtime. Subject to further agreement between HOST and UMOS concerning the operational details, UMOS understands and agrees that the HOST will supplement wages as required under Wisconsin Statute 66.0903 and Milwaukee Code of Ordinances 310-13, or any other applicable law. Unless subject to Wis. Stat. 66.0903, SW's shall be paid a rate of \$10.66, or the currently existing Service Contract Wage Requirements contained in MCO 310-13, whichever is higher.
- #9. HOST agrees that each SW will work at least 20 hours, but not more than 40 hours, weekly. HOST agrees that the employment length of each SW will not exceed 1,040 hours inclusive of all time spent on training and orientation (on and off-site). The provisions of this paragraph shall not require the HOST to provide 20 hours of work per week in the event of medical restrictions, absenteeism/tardiness, or SW requests for time off.
- #10. HOST agrees to submit log time sheets for hours worked by the SWs and will e-mail or fax the time sheets to the designated UMOS representative biweekly by 10:00 a.m. on Fridays, ensuring accuracy and verifying hours worked. UMOS will provide the HOST with a schedule of payroll and due dates.
- #11. HOST agrees that SWs will not drive any vehicle for the HOST, nor will UMOS reimburse the HOST or the SWs for any travel expenses.
- #14. UMOS agrees to provide the HOST with SW personnel information when requested in writing either when legally required or when both parties agree to the appropriateness of the request. HOST will maintain contact with the UMOS representative or designee, and provide feedback on the SW's performance, evaluations, name and contact information of immediate supervisor and other related information. This feedback may be provided by HOST using the Subsidized Worker Evaluation form.
- #16. The HOST affirms that the employment of SWs in no way impairs the recall of seasonally laid off employees and that any current vacant and authorized positions involved in the described activities will be filled. The HOST affirms that the SWs are not being employed as replacement workers during a labor dispute or being used to replace any laid-off workers and that no employee has been displaced, terminated or had hours reduced with the sole purpose of employing SWs.

- #18. HOST will encourage SWs to apply for unsubsidized employment at the end of the employment time in accordance with civil services rules and procedures. The parties agree that providing unsubsidized employment for SWs is not a requirement of this agreement.
- #20. No officer, employee or agent of the HOST who exercises 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.

No member of the governing body of HOST and no other public official of HOST who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

UMOS covenants that no person described above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. UMOS further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. UMOS further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of UMOS or its employees must be disclosed to the HOST. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

- #21 Each party hereby covenants and agrees to indemnify, defend, save and hold harmless the other, its agents and employees from all liabilities, claims, suits or losses or damages however occurring arising by reason or acts or omissions of its own officers, agents, or employees in connection with or in any matter related to this agreement from any and all parties or individuals whatsoever.

**New Provisions** - The following new provisions have been reviewed and agreed to by the HOST and UMOS.

- #22. UMOS agrees to execute a recruitment plan and to screen applicants in accordance with the requirements of the Transform Milwaukee Jobs Program and the job requirements as documented in the job descriptions. UMOS agrees to refer participants to the City of Milwaukee for consideration for 60 SW placements.
- #23. UMOS agrees to share information and tools and/or instruments used to screen applicants with the HOST. UMOS will share other information, with HOST, redacted per HOST's request. UMOS agrees to refer applicants for placement or final interviews by the HOST based on preliminary screening and to only refer applicants who meet the specified required Knowledge, Skills, and Abilities. After referral of applicants, HOST may proceed directly to placement without the need for final interviews in its discretion.
- #24. UMOS agrees that the referral of applicants may not result in placement of all candidates and that the HOST reserves the right to determine which candidates will in fact be placed. Placement is also contingent upon final interviews and successful completion of pre-employment drug screening and completion of pre-employment

medicals administered after an accepted offer of employment. Any SW placement at the Port must also satisfy any Transportation Safety Administration security requirements. Further, HOST reserves the right to remove any candidate after placement that violates any HOST work rule, or that, in its discretion, it deems unsatisfactory. The HOST reserves the right to discipline SWs pursuant to the HOST's Work Rules and Policies.

- #25. UMOS agrees to work with the HOST to implement pre-employment drug screenings as a condition of placement and that the SWs may be subject to random and reasonable suspicion drug and alcohol testing during the course of their placement. The HOST agrees to pay the costs associated with pre-employment and post-employment screenings. Further, the HOST's Department of Employee Relations will conduct background checks, and make recommendations to the HOST's Relevant Department, undertaking a case-by-case analysis of the circumstances of conviction and probability of reoccurrence and any restrictions or limitations imposed by a Court that are related to the SW's job.
- #26. In the event of a minor accident, injury, or illness, the SW has the discretion to seek medical attention. The HOST has full authority to determine if restricted or light duty work is available if the SW is subject to medical restrictions, whether or not the accident, injury, or illness occurred on the job. Any reports relating to a worksite injury shall be reported pursuant to HOST's normal procedure.
- #27. All SWs shall be required to read and sign an acknowledgement of receipt of HOST's Work Rules and Policies.
- #28. Worksite Supervisors need not attend an orientation session provided by UMOS staff or their representatives; rather, orientation information shall be relayed by HOST to Worksite Supervisors, including information relating to the processing of payroll, the handling of workplace injuries and accidents, and the method to notify UMOS of SW performance issues.
- #29. Any SW Employee Complaint or Grievance must be limited to the content and subject matter set forth in the Personnel Policies Manual. Any SW Complaint or Grievance, including those alleging harassment, shall be promptly reported to HOST, and HOST shall have the authority to conduct its own investigation into the circumstances relating to the Complaint or Grievance. In that event, UMOS and HOST will proceed with their respective investigations and will share information and coordinate resolution of the investigation. HOST has the right, but not the obligation, to implement any recommendation or action steps relating to resolution of the investigation as it deems appropriate and in its best interests.
- #30. Any UMOS investigation relating to HOST Worksite safety conditions shall be promptly reported to HOST, and HOST shall have the authority to conduct its own investigation into the circumstances relating to the investigation. In that event, UMOS and HOST will proceed with their respective investigations and will share information and coordinate resolution of the investigation. HOST has the right, but not the obligation, to implement any recommendation or action steps relating to resolution of the investigation as it deems appropriate and in its best interests.
- #31. FMLA provisions shall not apply to SWs unless qualifying hours are achieved.

- #32. HOST shall make any religious accommodations pursuant to its normal procedures.
- #33. Prohibited Activities, as that term is used in the HOST Worksite Handbook, include any other activities prohibited according to HOST's Work Rules and Policies.
- #34. Both parties understand that the HOST is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* UMOS acknowledges that it is obligated to assist the HOST in retaining and producing records that are subject to Wisconsin Public Records Law, when the production of such records is not in violation of UMOS' Department of Children and Families (DCF) Contract #CFD00356 or TANF regulations, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.
- #35. In order to protect against potential liability arising out of the activities performed under this Agreement, UMOS shall maintain general liability (GL) insurance naming the HOST as an additional insured, with minimal limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. A Certificate of Insurance shall be provided to the HOST as an additional insured providing for a thirty (30) day notice to the HOST prior to change, termination or cancellation.  
UMOS shall also maintain Worker's Compensation Insurance as required under Wisconsin Law, covering SWs and other employees. UMOS shall submit a copy of a certificate/s of insurance evidencing such coverages. The HOST is self-insured.
- #36. At any time during normal business hours, as often as the HOST, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may request and upon reasonable notice, there shall be made available to the HOST, the HOST's Comptroller, or such agency for examination all of UMOS' records with respect to the matters covered by this Agreement and UMOS shall permit the HOST and/or its representatives and agents to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- #37. This Agreement shall be governed by the internal laws of the State of Wisconsin. Any litigation relating to the formation, interpretation, or alleged breach of this Agreement must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and UMOS consents to the jurisdiction of such courts.
- #38. UMOS and HOST shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. This requirement shall apply to but not be 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 forth the provisions of the clause.

No person in the United States shall, on the ground of race, color, or national origin 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. HOST and UMOS 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.

UMOS and HOST agree they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. Seq.

UMOS and HOST will cause the 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..

- #39. In the event of any conflict between this Addendum and the original Worksite Agreement, the Addendum controls. In the event of any conflict between the provisions of this Addendum and the Transform Milwaukee Jobs Host Worksite Handbook, this Addendum controls.
- #40. The Commissioner of Public Works and the Employee Relations Director are hereby designated as the HOST's authorized representatives to enter, modify or amend the agreement during its term per section #19 of the attached Collaborative Host Worksite Agreement.
- #41 UMOS shall provide to HOST, for up to 100 individual SWs, information as to whether each SW is employed after the Subsidized Job is completed. UMOS will provide to HOST the information gained from its own 60-day pulls. In addition, HOST will reimburse UMOS as described herein, for pulls 4 months, 7 months and 10 months after the 60 day pull (a total of 3 pulls). UMOS shall compile all of the information pulled, including the SW's employer's name, and provide to HOST in an easily viewable form, (spreadsheet, etc.), no more than 30 days after each pull. HOST shall compensate UMOS for 3 pulls for up to 200 SWs and UMOS' associated reporting no more than as follows:

100 SWs x 3 pulls x \$9.95 per pull = \$9,950  
\$875 per year for UMOS staff  
\$350 per year for benefits for UMOS staff  
Administration at 10% = \$1,118  
TOTAL: \$12,293

UMOS shall provide itemized invoices no more than bi-monthly for the pulls.

The Parties hereto have caused this Addendum to be executed by their duly authorized representatives.

<b>HOST Name</b>	<b>FEIN Number</b>
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<b>Address (include street, city, state, zip)</b>	
<b>Contact Person/Title</b>	<b>Phone Number</b>
<b>Email Address</b>	<b>Fax Number</b>
<b>HOST Authorized Signature</b>	<b>Date</b>

**Countersigned: Comptroller**

**Date**

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**Approved at to Content, Form, and Execution: Assistant City Attorney**

**Date**

<b>Collaborative Name/Title (I have personally visited &amp; inspected Host work site)</b>	<b>Phone Number</b>
<b>Email Address</b>	<b>Fax Number</b>
<b>UMOS Authorized Signature</b>	<b>Date</b>



**TRANSFORM MILWAUKEE JOBS SUPPLEMENTAL WAGE AGREEMENT**

1. This agreement is entered into between \_\_\_\_\_,  
located at \_\_\_\_\_, hereinafter known as the HOST, and UAMOS, Inc. located at 2701 S Chase Avenue, Milwaukee, Wisconsin 53207-1450, hereinafter known as UAMOS.
2. Agreement effective date: \_\_\_\_\_ to \_\_\_\_\_.
3. The purpose of this agreement is to establish rights and responsibilities of both parties.
4. As the employer of record, UAMOS will be responsible for: (a) all I-9 forms, (b) all wages at legally minimum rate and payment, (c) all payroll taxes, (d) unemployment compensation taxes, where applicable, (e) workman's compensation insurance and (f) all reporting to the appropriate Federal & State revenue agencies.
5. HOST hereby agrees to pay UAMOS the wage differential between the program allowable wage of \$7.25 and the new wage proposed by the HOST, for any and all Subsidized Workers (SW's) at one or more of its worksites.
6. **Salary.** The HOST shall pay UAMOS the salary differential for 1,040 hours plus FICA (7.65%), Workers' Comp. (10.50%) & Administrative Costs (10.00%) for the services of any SW's at HOST's worksite(s).
  - HOST will be billed in advance for 6 month's projected wage differentials on all subsidized workers. Host agrees to pay UAMOS the projected amount prior to UAMOS adjusting the SW's hourly wage.
  - All payments shall be made by check and issued to **UMOS - Accounts Receivable, 2701 S Chase Avenue, Milwaukee, WI 53207**
7. HOST agrees to be responsible for **ALL** overtime wages, whether supplemental or subsidized wages are involved.
8. This agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing and signed by the parties. Either party upon ten (10) business day's written notice to the other party may terminate this agreement. This agreement, including all rights, benefits and duties hereunder, shall not be assignable without the prior written consent of the other party. Invalidity of any provision, term or condition of this agreement for any reason shall not render any other provision, term or condition of this agreement invalid or unenforceable.

<b>HOST Name</b> <i>(Please print legibly with INK)</i>	<b>FEIN Number</b>
<b>Address</b> <i>(include street, city, state, zip)</i>	
<b>Contact Person &amp; Title</b>	<b>Phone Number</b>
<b>Email Address</b>	<b>Fax Number</b>
<b>HOST Signature</b>	<b>Date</b>
<b>UMOS Signature</b>	<b>Date</b>

## **Young Adult Work Opportunity Agreement/Worksite Agreement**

Employ Milwaukee, formerly known as Milwaukee Area Workforce Investment Board, Inc., is the region's leading workforce development coordination organization. This initiative is designed to assist young adults in entering work opportunities that will allow them to acquire practice and improve important work skills needed for ongoing workplace success.

Success for a participant is defined as starting subsidized work; retaining that job for 60 days; completing the 1,040 hours of subsidized work -- or starting an unsubsidized job prior to the completion of the 1,040 hours – whichever comes first. The participant needs to retain the unsubsidized position for a minimum of 60 days.

Employ Milwaukee and the City of Milwaukee, hereinafter referred to as Business Partner or the City, agrees to provide a temporary work opportunity for the participants in the City of Milwaukee's Compete Milwaukee – Transitional Jobs Program.

### **Employ Milwaukee agrees to:**

1. Recruit eligible participants for Business Partner's consideration.
2. Provide counseling and other support services to participants to increase work readiness.
3. Coordinate with Business Partner to ensure any participant-related issues are addressed.
4. As the Employer of Record pay participant wages at a rate of \$10.66 per hour or the currently existing Service Contract Wage Requirements contained in MCO 310-13, whichever is higher for actual hours worked as well as contributions for payroll taxes and Worker's Compensation.
5. Compensate participants on its internal and/or funder's payroll schedule, which may not align with Business Partner's payroll schedule.
6. Provide timesheets for participant and Business Partner to record hours worked and evaluate participant's level of work readiness.
7. Follow up regularly with the Business Partner and participant to ensure the work opportunity is productive for all parties.
8. Hours worked by participant needs to be submitted in the Employ Milwaukee -prescribed manner and on a timely basis, ensuring accuracy and verifying hours worked Employ Milwaukee will provide the business partner with a schedule of payroll and due dates.
9. Provide business partner with participant personnel information when requested in writing and when both Employ Milwaukee and the City of Milwaukee agree to the appropriateness of the request. Business partner will maintain contact with the Employ Milwaukee representative or designee, and provide feedback on the participant's performance, evaluations, name and contact information of immediate supervisor and other related information.
10. Unless otherwise provided by the worksite, Employ Milwaukee will provide, at its own expense, the participant with any tools, equipment, safety gear and/or uniforms required to perform the work at the worksite.

**The City of Milwaukee Agrees to:**

1. Provide a temporary work opportunity and work-related supplies and tools for referred participants, consistent with job description and worksite policies and conditions.
2. Ensure appropriate supervision for participant while at the worksite.
3. Ensure accurate completion and submission of participant's timesheet, and provide feedback about the participant's progress regarding work traits.
4. Maintain regular communications with Employee Milwaukee regarding participant, and contact Employee Milwaukee immediately regarding any participant-related issues.
5. Ensure the worksite complies with all applicable federal, state, and local employment, health, and safety laws and regulations.
6. Refrain from using participants to displace or reduce employment and/or promotional opportunities for existing employees or those in layoff status.
7. Inform Employee Milwaukee of any collective bargaining issues that may impact participant's worksite.
8. Strongly consider participant for hire.
9. Business partner agrees to comply with EMPLOY MILWAUKEE Worksite Handbook and to adhere to Employee Milwaukee's Employee Complaints procedure as describe there-in.
10. Business partner agrees that EMPLOY MILWAUKEE will not pay any over-time for the participant. Business partner further agrees that unless previously authorized by EMPLOY MILWAUKEE, the business partner will be responsible for any over-time and associated costs incurred as a result of the participant working over-time.
11. Business partner agrees that unless previously authorized by EMPLOY MILWAUKEE, the participant will not drive any vehicle for the business partner, nor will EMPLOY MILWAUKEE reimburse the business partner or participant for any travel expenses.

Each party shall indemnify and hold harmless the other party, its officers, officials and employees from and against all claims and liabilities of any nature or kind related to the participant and temporary work opportunity occasioned by the first parties' act or negligence or by the act or negligence of any of its employees.

This agreement may be modified or amended at any time during its term by mutual consent of the parties expressed in writing and signed by the parties. Either party upon thirty (30) days written notice to the other party may terminate this agreement. This agreement, including the rights, benefits, and other duties hereunder, shall not be assignable without prior written consent of the other party. Invalidity of any provision, term or condition of this agreement for any reason shall not render any other provision, term or condition of this agreement invalid or unenforceable.

APPROVAL BY EMPLOY MILWAUKEE  
MILWAUKEE

APPROVAL BY CITY OF

\_\_\_\_\_  
AGENCY REP, JOB TITLE      DATE  
AGENCY NAME  
AGENCY ADDRESS  
CITY, STATE, ZIPCODE  
PHONE/FAX #  
FEIN #  
EMAIL ADDRESS

\_\_\_\_\_  
AUTHORIZED REP, JOB TITLE      DATE  
BUSINESS NAME  
BUSINESS ADDRESS  
CITY, STATE, ZIPCODE  
PHONE/FAX #  
FEIN #  
EMAIL ADDRESS

**CITY OF MILWAUKEE TRANSITIONAL JOBS PROGRAM  
YOUNG ADULT WORK OPPORTUNITY AGREEMENT/WORKSITE AGREEMENT  
ADDENDUM**

This Young Adult Work Opportunity Agreement Addendum is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Milwaukee, acting by and through its Milwaukee Police Department, hereinafter known as the HOST, and Employ Milwaukee, Inc., formerly known as the Milwaukee Area Workforce Investment Board, hereinafter known as Employ Milwaukee.

Whereas, this Agreement and Addendum are entered pursuant to Common Council File #151082, a resolution expressing support of and approving various agreements pertaining to the Compete Milwaukee 2016 program, including the placement of up to 15 Police Ambassadors in the Milwaukee Police department for that purpose; and

Whereas, the Common Council of the City of Milwaukee has approved implementation of the 2016 Compete Milwaukee Police Department Ambassador Program to provide job experience, skills and education for up to 15 Employ Milwaukee participants (non-Transform Milwaukee eligible referrals), who will work approximately 24 hours per week during a period of approximately 6 months with Employ Milwaukee as the employer of record and MPD as the HOST worksite; and

Whereas, the Young Adult Work Opportunity Agreement/Worksite Agreement as attached in its original form, and this attached addendum indicating changes agreed to by the parties, document the provisions and requirements of this initiative designed to offer transitional employment services in the form of experience, job skills, and career counseling to young adults.

Now therefore, the parties hereby agree as follows:

The following provisions replace provisions in the original Young Adult Work Opportunity Agreement/Worksite Agreement and have been agreed to by the City of Milwaukee and Employ Milwaukee.

Employ Milwaukee Agrees to:

- #4. Employ Milwaukee will be the EMPLOYER OF RECORD for the participants, and will pay participants wages at a rate of \$10.66 per hour for actual hours worked. Employ Milwaukee will also be responsible for: (a.) all I-9 forms, (b.) all wages and payment, (c.) all payroll taxes, (d.) unemployment compensation taxes where applicable, (e.) workman's compensation insurance and (f.) all applicable reporting to the Internal Revenue Service.
- #6. Work with HOST to develop and implement an administratively feasible procedure to submit hours worked on a timely basis, ensuring accuracy and verifying hours worked. Provide the HOST with a schedule of payroll and due dates.
- #9. Employ Milwaukee agrees to provide the HOST with participant personnel information when requested in writing either when legally required or when both parties agree to the appropriateness of the request.
- #10. HOST will maintain contact with the Employ Milwaukee representative or designee, and provide feedback on the participant's performance, evaluations, name and contact information of immediate supervisor and other related information. This feedback will be provided by HOST using a customized form agreed to by the parties.

City of Milwaukee (HOST) Agrees to:

#1. Provide a temporary training and skills development work opportunity and work related supplies and tools for placed participants, consistent with job description and worksite policies and conditions. HOST agrees that each participant will work approximately 24 hours per week. HOST agrees that the employment length of each participant will be approximately 6 months and will not exceed 1,040 hours. The provisions of this paragraph shall not require the HOST to provide 24 hours of work per week in the event of medical restrictions, absenteeism/tardiness, or the participant's requests for time off.

Employ Milwaukee agrees that "Job Club" participation will not be considered hours worked and that participation will not conflict with scheduled and assigned work hours.

#2. The HOST agrees that the participants will be properly supervised under the terms of this Agreement. The HOST agrees to train the participants in the skills and trades necessary in order for them to perform an adequate job. Any training will occur during the course of the normal work week.

#6. The HOST affirms that participants are not being employed as replacement workers during a labor dispute or being used to replace any laid off workers and that no employee has been displaced, terminated or had hours reduced with the sole purpose of employing participants.

#8. HOST will encourage participants to apply for unsubsidized employment with the City of Milwaukee before or at the end of the placement period in accordance with civil services rules and procedures. The parties agree that providing employment for participants after completion of the Police Ambassador Program is not a requirement of this agreement.

#9. The HOST agrees to comply with the applicable provisions of the Transform Milwaukee Jobs Site Supervisor Manual. HOST will work with Employ Milwaukee to address and resolve problems. The HOST will provide participants with copies of the HOST's internal work rules and procedures and participants must follow HOST's rules and procedures. In the event of a conflict between Employ Milwaukee's Manual and the HOST's rules and procedures, the HOST's rules and procedures shall prevail.

#10. HOST agrees that Employ Milwaukee will not pay any overtime for the participants. HOST further agrees that unless previously authorized by Employ Milwaukee, the HOST will be responsible for any overtime and associated costs incurred as a result of the participants working overtime. Subject to further agreement between HOST and Employ Milwaukee concerning the operational details, Employ Milwaukee understands and agrees that the HOST will supplement wages as required under Wisconsin Statute 66.0903 and Milwaukee Code of Ordinances 310-13, or any other applicable law. Unless subject to Wis. Stat. 66.0903, participants shall be paid a rate of \$10.66, or the currently existing Service Contract Wage Requirements contained in MCO 310-13, whichever is higher.

#11. HOST agrees that participants will not drive any vehicle for the HOST, nor will Employ Milwaukee reimburse the HOST or the participants for any travel expenses.

**New Provisions** - The following provisions have been reviewed and agreed to by the HOST and Employ Milwaukee.

#1. Employ Milwaukee and MPD agree to execute a recruitment plan and screen applicants in accordance with the requirements of the Transform Milwaukee Jobs Program and other Employ Milwaukee programs where applicable and consistent with the job requirements established by the MPD. Employ Milwaukee shall be the employer of record for all 15 Police Ambassadors.

- #2. Employ Milwaukee and HOST agree to share information and tools and/or instruments used to screen applicants. Employ Milwaukee agrees to refer applicants for final interviews by the HOST based on preliminary screening, and to only refer applicants who meet the specified required knowledge, skills, and abilities, and other credentials established by HOST, for the Ambassador Program. HOST reserves the right to determine if and when new participants should replace terminated workers or workers who drop out of the Program.
- #3. Employ Milwaukee agrees that the referral of applicants may not result in placement of all candidates and that the HOST reserves the right to determine which candidates will in fact be placed. Placement is contingent upon final interviews and successful completion of background investigation process. After an accepted offer, placement is contingent upon successful completion of a drug screen and pre-placement medical exam. Further, HOST reserves the right to remove any candidate after placement that violates any HOST work rule, or that, in its discretion, it deems unsatisfactory. The HOST reserves the right to discipline participants pursuant to the HOST's Work Rule and Policies.
- #4. Employ Milwaukee agrees to work with the HOST to implement pre-employment drug screenings as a condition of placement and that the participants may be subject to random and reasonable suspicion drug and alcohol testing during the course of their placement. The HOST agrees to pay the costs associated with pre-employment and post-employment screenings. Further, the HOST will conduct background checks consistent with those allowed by law for individuals placed in law enforcement agency.
- #5. The HOST has full authority to determine if restricted or light duty work is available if a participant is subject to medical restrictions, whether or not the accident, injury, or illness occurred on the job. Any reports relating to a worksite injury shall be reported by HOST's designated person pursuant to HOST's normal procedures.
- #6. All participants shall be required to read and sign an acknowledgement of receipt of HOST's Work Rules and Policies.
- #7. Worksite supervisors need not attend an orientation session provided by Employ Milwaukee staff or their representatives; rather, orientation shall be relayed by HOST to Worksite Supervisors in a manner to be determined by the HOST, including information relating to the processing of payroll, the handling of workplace injuries and accidents, and the method to notify Employ Milwaukee of participants' performance issues.

The HOST agrees to incorporate the relevant information into the orientation of youth workers. This information will include all applicable work rules and protocols of the MPD and the relevant provisions of Section VI. Orientation, Section A of the Site Supervisor Worksite Manual. Participants will receive a description of their particular assignment as part of this orientation.

- #8. HOST shall have the authority to conduct its own investigation into the circumstances relating to participant complaints. In that event, HOST will proceed with its investigation and will share information with Employ Milwaukee. HOST has the right, but not the obligation, to implement any recommendation or action steps relating to resolution of the investigation as it deems appropriate and in its best interests. Employ Milwaukee Grievance Procedure shall not apply to this Agreement.
- #9. Any Employ Milwaukee investigation relating to HOST Worksite safety conditions shall be promptly reported to HOST, and HOST shall have the authority to conduct its own investigation into the circumstances relating to the investigation. In that event, Employ Milwaukee and HOST will proceed with their respective investigations and will share information and coordinate resolution of the investigation. HOST has the right, but not the



obligation, to implement any recommendation or action steps relating to resolution of the investigation as it deems appropriate and in its best interests.

- #10. HOST reserves the right to adhere to a disciplinary procedure that is consistent with its internal disciplinary procedure or one that is in the best interests of the HOST. HOST reserves the right to determine the kind of conduct or behavior that will result in immediate termination.
- # 11 Employ Milwaukee agrees that Youth Services Program staff, monitors from the State of Wisconsin Department of Children and Families and Employ Milwaukee Board of Directors who may be visiting various HOST's worksite locations will comply with the appropriate MPD protocol. Specifically, Employ Milwaukee understands that access to non-public areas of MPD is restricted and requires signing in, escort by MPD staff and an appropriate identification card. Furthermore, certain assignments may require advance notice to MPD staff regarding visits.
- #12 Employ Milwaukee agrees to temporarily waive its Nepotism policy precluding a family member from having a supervisory role over a participant due to replacement, transfers and staffing assignments for a particular day or week. Employ Milwaukee will be notified as soon as MPD is aware of any Nepotism conflict or situation. MPD and Employ Milwaukee will work as quickly as possible to resolve any conflict that arises.
- #13. Both parties understand that the HOST is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Employ Milwaukee acknowledges that it is obligated to assist the HOST in retaining and producing records that are subject to Wisconsin Public Records, and that the failure to do so shall constitute a material breach of this Agreement. The HOST will employ the same standards in producing Employ Milwaukee's Records under the Wisconsin Public Records Law as it employs in producing the HOST's records under the Wisconsin Public Records Law. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.
- #14. In order to protect against potential liability arising out of the activities performed under this Agreement, Employ Milwaukee shall maintain general liability (GL) insurance naming the HOST as an additional insured, with minimal limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. A Certificate of Insurance shall be provided to the HOST as an additional insured providing for a thirty (30) day notice to the HOST prior to change, termination or cancellation.  
  
Employ Milwaukee shall also maintain Worker's Compensation Insurance as required under Wisconsin Law, covering participants and other employees. Employ Milwaukee shall submit a copy of a certificate/s of insurance evidencing such coverages. The HOST is self-insured.
- #15. At any time during normal business hours, as often as the HOST, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may request and upon reasonable notice, there shall be made available to the HOST, the HOST's Comptroller, or such agency for examination all of Employ Milwaukee's records with respect to the matters covered by this Agreement and Employ Milwaukee shall permit the HOST and/or its representatives and agents to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- #16. This Agreement shall be governed by the internal laws of the State of Wisconsin. Any litigation relating to the formation, interpretation, or alleged breach of this Agreement must be

brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and Employ Milwaukee consents to the jurisdiction of such courts.

- #17. Employ Milwaukee and HOST shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. This requirement shall apply to but not be 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 forth the provisions of the clause.

No person in the United States shall, on the ground of race, color, or national origin, 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 HOST and ACTS 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.

Employ Milwaukee and HOST agree that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. Seq.

Employ Milwaukee and HOST will cause the 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.

- #18. No officer, employee or agent of the HOST who exercises 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.

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

Employ Milwaukee covenants that no person described above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. Employ Milwaukee further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Employ Milwaukee further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of Employ Milwaukee or its employees must be disclosed to the HOST. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

- #19. In the event of any conflict between this Addendum and the original Transform Milwaukee Young Adult Work Opportunity Agreement./Worksite Agreement, the Addendum controls. In the event of any conflict between the provisions of this Addendum and the Site Supervisor Worksite Manual, this Addendum controls.

#20. The Chief of Police is hereby designated as the HOST's authorized representative to enter, modify or amend the agreement during its term per language consistent with Young Adult Work Opportunity Agreement/Worksite Agreement.

#21. This Agreement is effective from \_\_\_\_\_ to \_\_\_\_\_,

The Parties hereto have caused this Addendum to be executed by their duly authorized representatives.

<b>HOST Name</b>	<b>FEIN Number</b>
<b>Address (include street, city, state, zip)</b>	
<b>Contact Person/Title</b>	<b>Phone Number</b>
<b>Email Address</b>	<b>Fax Number</b>
<b>HOST Authorized Signature</b>	<b>Date</b>

Countersigned: Comptroller

Date

Approved at to Content, Form, and Execution: Assistant City Attorney

Date

<b>Collaborative Name/Title</b> (I have personally visited & inspected Host work site)	<b>Phone Number</b>
<b>Email Address</b>	<b>Fax Number</b>
<b>Employ Milwaukee, Inc. Authorized Signature</b>	<b>Date</b>

## **Adult Work Opportunity Agreement/Worksite Agreement**

Employ Milwaukee, formerly known as Milwaukee Area Workforce Investment Board, Inc., is the region's leading workforce development coordination organization. This initiative is designed to assist adults in entering work opportunities that will allow them to acquire practice and improve important work skills needed for ongoing workplace success.

Success for a participant is defined as starting subsidized work; retaining that job for 60 days; completing the 1,040 hours of subsidized work -- or starting an unsubsidized job prior to the completion of the 1,040 hours – whichever comes first. The participant needs to retain the unsubsidized position for a minimum of 60 days.

Employ Milwaukee and the City of Milwaukee, hereinafter referred to as Business Partner or the City, agrees to provide a temporary work opportunity for the participants in the City of Milwaukee's Compete Milwaukee – Transitional Jobs Program.

### **Employ Milwaukee agrees to:**

1. Recruit eligible participants for Business Partner's consideration.
2. Provide counseling and other support services to participants to increase work readiness.
3. Coordinate with Business Partner to ensure any participant-related issues are addressed.
4. As the Employer of Record pay participant wages at a rate of \$10.66 per hour or the currently existing Service Contract Wage Requirements contained in MCO 310-13, whichever is higher for actual hours worked as well as contributions for payroll taxes and Worker's Compensation.
5. Compensate participants on its internal and/or funder's payroll schedule, which may not align with Business Partner's payroll schedule.
6. Provide timesheets for participant and Business Partner to record hours worked and evaluate participant's level of work readiness.
7. Follow up regularly with the Business Partner and participant to ensure the work opportunity is productive for all parties.
8. Hours worked by participant needs to be submitted in the Employ Milwaukee -prescribed manner and on a timely basis, ensuring accuracy and verifying hours worked Employ Milwaukee will provide the business partner with a schedule of payroll and due dates.
9. Provide business partner with participant personnel information when requested in writing and when both Employ Milwaukee and the City of Milwaukee agree to the appropriateness of the request. Business partner will maintain contact with the Employ Milwaukee representative or designee, and provide feedback on the participant's performance, evaluations, name and contact information of immediate supervisor and other related information.
10. Unless otherwise provided by the worksite, Employ Milwaukee will provide, at its own expense, the participant with any tools, equipment, safety gear and/or uniforms required to perform the work at the worksite.

**The City of Milwaukee Agrees to:**

1. Provide a temporary work opportunity and work-related supplies and tools for referred participants, consistent with job description and worksite policies and conditions.
2. Ensure appropriate supervision for participant while at the worksite.
3. Ensure accurate completion and submission of participant's timesheet, and provide feedback about the participant's progress regarding work traits.
4. Maintain regular communications with Employee Milwaukee regarding participant, and contact Employee Milwaukee immediately regarding any participant-related issues.
5. Ensure the worksite complies with all applicable federal, state, and local employment, health, and safety laws and regulations.
6. Refrain from using participants to displace or reduce employment and/or promotional opportunities for existing employees or those in layoff status.
7. Inform Employee Milwaukee of any collective bargaining issues that may impact participant's worksite.
8. Strongly consider participant for hire.
9. Business partner agrees to comply with EMPLOY MILWAUKEE Worksite Handbook and to adhere to Employee Milwaukee's Employee Complaints procedure as describe there-in.
10. Business partner agrees that EMPLOY MILWAUKEE will not pay any over-time for the participant. Business partner further agrees that unless previously authorized by EMPLOY MILWAUKEE, the business partner will be responsible for any over-time and associated costs incurred as a result of the participant working over-time.
11. Business partner agrees that unless previously authorized by EMPLOY MILWAUKEE, the participant will not drive any vehicle for the business partner, nor will EMPLOY MILWAUKEE reimburse the business partner or participant for any travel expenses.

Each party shall indemnify and hold harmless the other party, its officers, officials and employees from and against all claims and liabilities of any nature or kind related to the participant and temporary work opportunity occasioned by the first parties' act or negligence or by the act or negligence of any of its employees.

This agreement may be modified or amended at any time during its term by mutual consent of the parties expressed in writing and signed by the parties. Either party upon thirty (30) days written notice to the other party may terminate this agreement. This agreement, including the rights, benefits, and other duties hereunder, shall not be assignable without prior written consent of the other party. Invalidity of any provision, term or condition of this agreement for any reason shall not render any other provision, term or condition of this agreement invalid or unenforceable.

APPROVAL BY EMPLOY MILWAUKEE  
MILWAUKEE

APPROVAL BY CITY OF

\_\_\_\_\_  
AGENCY REP, JOB TITLE      DATE  
AGENCY NAME  
AGENCY ADDRESS  
CITY, STATE, ZIPCODE  
PHONE/FAX #  
FEIN #  
EMAIL ADDRESS

\_\_\_\_\_  
AUTHORIZED REP, JOB TITLE      DATE  
BUSINESS NAME  
BUSINESS ADDRESS  
CITY, STATE, ZIPCODE  
PHONE/FAX #  
FEIN #  
EMAIL ADDRESS

**CITY OF MILWAUKEE TRANSITIONAL JOBS PROGRAM  
ADULT WORK OPPORTUNITY AGREEMENT/WORKSITE AGREEMENT ADDENDUM**

This Adult Work Opportunity Agreement Addendum is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Milwaukee, acting by and through its Department of Public Works, hereinafter known as the HOST, and Employ Milwaukee, Inc., formerly known as the Milwaukee Area Workforce Investment Board, hereinafter known as Employ Milwaukee.

Whereas, this Agreement and Addendum are entered pursuant to Common Council File #151082, a resolution expressing support of and approving various agreements pertaining to the Compete Milwaukee 2016 program ; and

Whereas, the Common Council of the City of Milwaukee has approved the implementation of a Transitional Jobs Program and the use of twenty five (25) Employ Milwaukee program participants to perform City street maintenance, street lightning, sanitation, water distribution, repair and maintenance, and sewer maintenance activities for a period not to exceed 520 hours, with Employ Milwaukee as the employer of record and DPW as the host worksite; and

Whereas, the Adult Work Opportunity Agreement/Worksite Agreement as attached in its original form, and this attached addendum indicating changes agreed to by the parties, document the provisions and requirements of this initiative designed to offer transitional employment services in the form of experience, job skills, and career counseling to young adults who have difficulty entering and succeeding in the workplace.

Now therefore, the parties hereby agree as follows:

The following provisions replace provisions in the original Adult Work Opportunity Agreement/Worksite Agreement and have been agreed to by the City of Milwaukee and Employ Milwaukee.

Employ Milwaukee Agrees to:

- #4. Employ Milwaukee will be the EMPLOYER OF RECORD for the participants/Subsidized Workers, ("SWs"), and will pay participants wages at a rate of \$10.66.. Employ Milwaukee will also be responsible for: (a.) all I-9 forms, (b.) all wages and payment, (c.) all payroll taxes, (d.) unemployment compensation taxes where applicable, (e.) workman's compensation insurance and (f.) all applicable reporting to the Internal Revenue Service.
- #6. Work with HOST to develop and implement an administratively feasible procedure to submit hours worked on a timely basis, ensuring accuracy and verifying hours worked. Employ Milwaukee will provide the HOST with a schedule of payroll and due dates.
- #9. Employ Milwaukee agrees to provide the HOST with participant personnel information when requested in writing either when legally required or when both parties agree to the appropriateness of the request.
- #10. HOST will maintain contact with the Employ Milwaukee representative or designee, and provide feedback on the participant's performance, evaluations, name and contact information of immediate supervisor and other related information. This feedback will be provided by HOST using a customized version of Host's Report on Probationary Service form.

City of Milwaukee Agrees to:

- #1. Provide a temporary work opportunity and work related supplies and tools for placed participants, consistent with job description and worksite policies and conditions. HOST agrees

that each participant will work at least 20 hours, but not more than 40 hours, weekly. HOST agrees that the employment length of each participant will not exceed 1,040 hours inclusive of all time spent on training and orientation (on and off-site). The provisions of this paragraph shall not require the HOST to provide 20 hours of work per week in the event of medical restrictions, absenteeism/tardiness, or participant requests for time off.

Employ Milwaukee agrees that "Job Club" participation will be on the participant's time and that participation will not conflict with scheduled and assigned work hours.

- #2. The HOST agrees that the participants will be properly supervised under the terms of this Agreement. The HOST agrees to train the participants in the skills and trades necessary in order for the participants to perform an adequate job. Any training will occur during the course of the normal work week.
- #6. The HOST affirms that the placement of participants in no way impairs the recall of seasonally laid off employees and that any current vacant and authorized positions involved in related infrastructure and maintenance activities will be filled. The HOST affirms that the participants are not being employed as replacement workers during a labor dispute or being used to replace any laid off workers and that no employee has been displaced, terminated or had hours reduced with the sole purpose of employing participants.
- #8. HOST will encourage participants to apply for unsubsidized employment at the end of the employment time in accordance with civil services rules and procedures. The parties agree that providing unsubsidized employment for participants is not a requirement of this agreement.
- #9. The HOST agrees to comply with the applicable provisions of the Transform Milwaukee Jobs Site Supervisor Manual. HOST will work with Employ Milwaukee to address and resolve problems. The HOST will provide participants copies of HOST's internal work rules and procedures and participants must follow HOST's rules and procedures. In the event of a conflict between Employ Milwaukee's Manual and the HOST's rules and procedures, the HOST's rules and procedures shall prevail.
- #10. HOST agrees that Employ Milwaukee will not pay any overtime for the participants. HOST further agrees that unless previously authorized by Employ Milwaukee, the HOST will be responsible for any overtime and associated costs incurred as a result of the participants working overtime. Subject to further agreement between HOST and Employ Milwaukee concerning the operational details, Employ Milwaukee understands and agrees that the HOST will supplement wages as required under Wisconsin Statute 66.0903 and Milwaukee Code of Ordinances 310-13, or any other applicable law. Unless subject to Wis. Stat. 66.0903, participants shall be paid a rate of \$10.66, or the currently existing Service Contract Wage Requirements contained in MCO 310-13, whichever is higher.
- #11. HOST agrees that participants will not drive any vehicle for the HOST, nor will Employ Milwaukee reimburse the HOST or the participants for any travel expenses.

**New Provisions** - The following provisions have been reviewed and agreed to by the HOST and Employ Milwaukee.

- #1. Employ Milwaukee agrees to execute a recruitment plan and screen applicants in accordance with the requirements of the Transform Milwaukee Jobs Program and the job requirements as documented in the job descriptions. Employ Milwaukee agrees to refer participants to the City of Milwaukee for consideration for 25 SW placements.



- #2. Employ Milwaukee agrees to share information and tools and/or instruments used to screen applicants with the HOST. Employ Milwaukee agrees to refer applicants for final interviews by the HOST based on preliminary screening and to only refer applicants who meet the specified required Knowledge, Skills, and Abilities. HOST reserves the right to determine if and when new transitional participants should be referred by Employ Milwaukee to replace terminated workers or workers who drop out of the Program.
- #3. Employ Milwaukee agrees that the referral of applicants may not result in placement of all candidates and that the HOST reserves the right to determine which candidates will in fact be placed. Placement is also contingent upon final interviews and successful completion of pre-employment drug screening and completion of pre-employment medicals administered after an accepted offer of employment. Further, HOST reserves the right to remove any candidate after placement that violates any HOST work rule, or that, in its discretion, it deems unsatisfactory. The HOST reserves the right to discipline participants pursuant to the HOST's Work Rule and Policies.
- #4. Employ Milwaukee agrees to work with the HOST to implement pre-employment drug screenings as a condition of placement and that the participants may be subject to random and reasonable suspicion drug and alcohol testing during the course of their placement. The HOST agrees to pay the costs associated with pre-employment and post-employment screenings. Further, the HOST's Department of Employee Relations will conduct background checks, and make recommendations to the HOST's Department of Public Works, undertaking a case-by-case analysis of the circumstances of conviction and probability of reoccurrence and any restrictions or limitations imposed by a Court that are related to the participant's job.
- #5. The HOST has full authority to determine if restricted or light duty work is available if a participant is subject to medical restrictions, whether or not the accident, injury, or illness occurred on the job. Any reports relating to a worksite injury shall be reported by HOST's designated person pursuant to HOST's normal procedures.
- #6. All participants shall be required to read and sign an acknowledgement of receipt of HOST's Work Rules and Policies.
- #7. Worksite supervisors need not attend an orientation session provided by Employ Milwaukee staff or their representatives; rather, orientation shall be relayed by HOST to Worksite Supervisors, including information relating to the processing of payroll, the handling of workplace injuries and accidents, and the method to notify Employ Milwaukee of participant performance issues.
- #8. HOST shall have the authority to conduct its own investigation into the circumstances relating to participant complaints. In that event, HOST will proceed with its investigation and will share information with Employ Milwaukee. HOST has the right, but not the obligation, to implement any recommendation or action steps relating to resolution of the investigation as it deems appropriate and in its best interests. Employ Milwaukee Grievance Procedure shall not apply to this Agreement.
- #9. Any Employ Milwaukee investigation relating to HOST Worksite safety conditions shall be promptly reported to HOST, and HOST shall have the authority to conduct its own investigation into the circumstances relating to the investigation. In that event, Employ Milwaukee and HOST will proceed with their respective investigations and will share information and coordinate resolution of the investigation. HOST has the right, but not the obligation, to implement any recommendation or action steps relating to resolution of the investigation as it deems appropriate and in its best interests.

- #10. HOST reserves the right to adhere to a disciplinary procedure that is consistent with its internal disciplinary procedure or one that is in the best interests of the HOST. HOST reserves the right to determine the kind of conduct or behavior that will result in immediate termination.
- #11. Both parties understand that the HOST is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Employ Milwaukee acknowledges that it is obligated to assist the HOST in retaining and producing records that are subject to Wisconsin Public Records, and that the failure to do so shall constitute a material breach of this Agreement. The HOST will employ the same standards in producing Employ Milwaukee's Records under the Wisconsin Public Records Law as it employs in producing the HOST's records under the Wisconsin Public Records Law. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.
- #12. In order to protect against potential liability arising out of the activities performed under this Agreement, Employ Milwaukee shall maintain general liability (GL) insurance naming the HOST as an additional insured, with minimal limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. A Certificate of Insurance shall be provided to the HOST as an additional insured providing for a thirty (30) day notice to the HOST prior to change, termination or cancellation.
- Employ Milwaukee shall also maintain Worker's Compensation Insurance as required under Wisconsin Law, covering participants and other employees. Employ Milwaukee shall submit a copy of a certificate/s of insurance evidencing such coverages. The HOST is self-insured.
- #13. At any time during normal business hours, as often as the HOST, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may request and upon reasonable notice, there shall be made available to the HOST, the HOST's Comptroller, or such agency for examination all of Employ Milwaukee's records with respect to the matters covered by this Agreement and Employ Milwaukee shall permit the HOST and/or its representatives and agents to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- #14. This Agreement shall be governed by the internal laws of the State of Wisconsin. Any litigation relating to the formation, interpretation, or alleged breach of this Agreement must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and Employ Milwaukee consents to the jurisdiction of such courts.
- #15. Employ Milwaukee and HOST shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. This requirement shall apply to but not be 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 forth the provisions of the clause.

No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, 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 HOST and ACTS 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.

Employ Milwaukee and HOST agree that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. Seq.

Employ Milwaukee and HOST will cause the 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.

#16. No officer, employee or agent of the HOST who exercises 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.

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

Employ Milwaukee covenants that no person described above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. Employ Milwaukee further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Employ Milwaukee further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of Employ Milwaukee or its employees must be disclosed to the HOST. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

#17. In the event of any conflict between this Addendum and the original Transform Milwaukee Young Adult Work Opportunity Agreement/Worksite Agreement, the Addendum controls. In the event of any conflict between the provisions of this Addendum and the Site Supervisor Worksite Manual, (as amended by Employ Milwaukee and attached as Exhibit A), this Addendum controls.

#18. The Commissioner of Public Works is hereby designated as the HOST's authorized representative to enter, modify or amend the agreement during its term per language consistent with Adult Work Opportunity Agreement/Worksite Agreement.

#19. This Agreement is effective from \_\_\_\_\_ to \_\_\_\_\_,

The Parties hereto have caused this Addendum to be executed by their duly authorized representatives.

<b>HOST Name</b>	<b>FEIN Number</b>
<b>Address (include street, city, state, zip)</b>	
<b>Contact Person/Title</b>	<b>Phone Number</b>
<b>Email Address</b>	<b>Fax Number</b>

<b>HOST Authorized Signature</b>	<b>Date</b>

**Countersigned: Comptroller**

**Date**

---

**Approved at to Content, Form, and Execution: Assistant City Attorney**

**Date**

<b>Collaborative Name/Title</b> (I have personally visited & inspected Host work site)	<b>Phone Number</b>
<b>Email Address</b>	<b>Fax Number</b>
<b>Employ Milwaukee, Inc. Authorized Signature</b>	<b>Date</b>

## TRANSFORM MILWAUKEE JOBS SUPPLMENTAL WAGE AGREEMENT

1. This agreement is entered into between the City of Milwaukee, located at 200 East Wells Street, Milwaukee, Wisconsin 53202 and Employ Milwaukee, hereinafter known as the HOST, and the Employ Milwaukee located at 2342 N. 27th Street, Milwaukee, Wisconsin 53210, hereinafter known as Employ Milwaukee.
2. Agreement effective date: \_\_\_\_\_ to \_\_\_\_\_.
3. The purpose of this agreement is to establish rights and responsibilities of both parties.
4. Employ Milwaukee will be the EMPLOYER of RECORD and will be responsible for: (a) all I-9 forms, (b) all wages and payment, (c) all payroll taxes, (d) unemployment compensation taxes where applicable, (e) workman's compensation insurance where applicable and (f) all applicable reporting to the Internal Revenue Service.
5. HOST hereby agrees to pay Employ Milwaukee the wage difference from the \$0.00 program allowable wage for (a) Unsubsidized Worker(s) at (one of) its worksite(s).
6. **Salary.** The HOST shall pay Employ Milwaukee the salary difference of \$\_\_\_\_\_ per hour along with a 7.65% FICA and 5% Workers Comp, plus 15% administrative fee for the services of the Subsidized Worker (SW) at its worksite(s).
  - a. HOST will be billed one month in advance for the projected wage difference of (a) SW at its worksite(s).
  - b. Employ Milwaukee shall invoice the HOST monthly through email for the wage difference.
  - c. The invoice will reflect the monthly projected wage difference up to 40 hours per week per SW and any payment received from the HOST with balance (+/-).
  - d. The HOST shall pay such invoices within 21 days of their receipt from Employ Milwaukee.
  - e. The method of payment of the Supplemental Wage difference to Employ Milwaukee shall be by:
    - i. check sent to the following address: **2342 N. 27th Street, Milwaukee, WI 53210**
    - ii. to the attention of: **FISCAL**
7. This agreement may be modified or amended at time during its term by mutual consent of the parties expressed in writing and signed by the parties. Either party upon thirty (30) days written notice to the other party may terminate this agreement. This agreement, including this rights, benefits and duties hereunder, shall not be assignable without the prior written consent of the other party. Invalidity of any provision, term or condition of this agreement for any reason shall not render any other provision, term or condition of this agreement invalid or unenforceable.

*(Please print legibly with an INK pen)*

<b>HOST Name</b>	<b>Fein Number</b>
<b>Address (include street, city, state, zip)</b>	
<b>Contact Person/Title</b>	<b>Phone Number</b>
<b>Email Address</b>	<b>Fax Number</b>
<b>Signature</b>	<b>Date</b>

**COOPERATION AGREEMENT BETWEEN  
THE CITY OF MILWAUKEE AND  
THE MILWAUKEE AREA WORKFORCE INVESTMENT BOARD**

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Milwaukee, Wisconsin, a municipal corporation, (“the City”), acting by and through its Department of Public Works and Employ Milwaukee, formerly known as the Milwaukee Area Workforce Investment Board, Inc, a Wisconsin corporation, whose address is 2338 North 27<sup>th</sup> Street, Milwaukee, Wisconsin.

**WHEREAS**, The City has approved participation in the Transitional Jobs Program, (“TJ Program”), with Employ Milwaukee and UMOS pursuant to Common Council File #151082, (“the Resolution”), and has executed agreements with Employ Milwaukee and UMOS for participation in that Program in 2016; and

**WHEREAS**, Pursuant to the Resolution, the City has authorized \$75,000 be provided to Employ Milwaukee to fund a Employ Milwaukee employee known as the Compete Milwaukee Liaison, (“Liaison”), to ensure effective coordination between the TJ participants and Industry Advisory Boards, the City, and other stakeholders in the TJ Program; and

**WHEREAS**, Employ Milwaukee desires to provide a Liaison who will perform the duties outlined herein; and

**WHEREAS**, the Resolution authorizes execution of this Agreement;

**NOW, THEREFORE**, the City and Employ Milwaukee, in consideration of the mutual promises of the parties and other good and valuable consideration, agree as follows:

**ARTICLE I  
City Responsibilities**

After January 1, 2016, the City shall provide \$75,000 to Employ Milwaukee in order to fund a Employ Milwaukee employee to serve as the Liaison on a full-time basis in 2016. These funds shall be used for no other purpose other than as described herein unless authorized in writing by the City.

**ARTICLE II  
Employ Milwaukee Responsibilities**

A. Employ Milwaukee shall employ a qualified person to act as the Liaison on a part-time basis in 2016. The Liaison shall coordinate activities between various City agencies participating in the TJ Program, TJ participants, Employ Milwaukee, UMOS, WRTP/Big Step, Industry Advisory Boards, and regional employers.

B. Employ Milwaukee shall provide written Activity Reports to the City for the Liaison every two weeks. These Activity Reports shall include an itemization of any contacts, meetings, and any other actions undertaken by the Liaison within the last two weeks in order to facilitate the further employment of TJ participants.

C. Employ Milwaukee represents that the Liaison shall be fully qualified and authorized or permitted under state and local law to perform the services described herein.

D. The Liaison shall be an employee of Employ Milwaukee, not the City. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Employ Milwaukee receiving payment from the City under this Agreement shall be Employ Milwaukee's sole responsibility. In performing its obligations under this Agreement, Employ Milwaukee shall act as an independent party, solely for its own account, and not as an agent, representative, or employee of the City.

E. Employ Milwaukee agrees to compensate the Liaison at minimum rate of \$10.66. Employ Milwaukee shall be responsible for any costs associated with the Liaison for 2016 in excess of the \$75,000 provided by the City.

### **ARTICLE III**

#### **Audits and Inspections**

At any time during normal business hours and as often as the City, or if federal or state grants or aids are involved, as the appropriate state or federal agency may deem necessary, there shall be made available to the City or such agency for examination all of Employ Milwaukee's records with respect to the matters covered by this Agreement and Employ Milwaukee shall permit the City or such agency and/or their representatives and agents to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

### **ARTICLE IV**

#### **Term of Agreement**

The term of this Agreement shall commence upon the execution of the Agreement by the authorized representatives of the parties, and shall remain in force for the calendar year 2016.

### **ARTICLE V**

#### **Termination**



A. Either party may terminate this Agreement for cause by giving at least 30 days notice in writing to the other party specifying the effective date thereof. In the event of termination of this Agreement by the City pursuant to this paragraph, Employ Milwaukee shall refund to the City a pro rata share of the funds paid by the City to Employ Milwaukee pursuant to this Agreement for the year 2016. Notwithstanding the foregoing, Employ Milwaukee shall not be relieved of any other liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Employ Milwaukee.

B. The City may terminate this Agreement for any reason by giving at least 60 days notice in writing to Employ Milwaukee specifying the effective date thereof. In the event of such termination, the City and Employ Milwaukee agree and acknowledge that the City shall in no way be responsible for legal or equitable damages alleged by Employ Milwaukee as a consequence of termination under this section.

C. Employ Milwaukee may terminate this Agreement for any reason by giving at least 60 days notice in writing to the City specifying the effective date thereof. In the event of termination of this Agreement by Employ Milwaukee pursuant to this paragraph, Employ Milwaukee shall refund to the City a pro rata share of the funds paid by the City to Employ Milwaukee pursuant to this Agreement for the year 2015.

#### **ARTICLE VI** **Entire Agreement / Amendment**

This Agreement sets forth all of the covenants, promises, agreements, conditions, and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth. This Agreement may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

#### **ARTICLE VII** **Assignment**

This Agreement shall be binding upon the parties hereto, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned, sublet, or transferred by Employ Milwaukee without the prior written consent of the City. If the City gives such consent, the terms and conditions of this Agreement shall bind the party to whom the Agreement is assigned, sublet, or transferred.

#### **ARTICLE VIII** **Governing Law**

This Agreement shall be governed by the internal laws of the State of Wisconsin. Any litigation relating to the formation, interpretation, or alleged breach of this Agreement must be brought in the state and federal courts having jurisdiction in

Milwaukee County, Wisconsin, and Employ Milwaukee consents to the jurisdiction of such courts.

**ARTICLE IX**  
**Severability**

If any term or provision of this Agreement shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law

**ARTICLE X**  
**Notices**

If any notice is required to be delivered hereunder, it shall be given in writing, and shall be delivered personally or shall be deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, in which latter event it shall be deemed given five days after the date mailed. If it is to be sent to the City, then it shall be addressed as follows:

Ghassan Korban  
Commissioner of Public Works  
City of Milwaukee  
841 N. Broadway Street  
Milwaukee, WI 53202

If it is to be sent to Employ Milwaukee, then it shall be addressed as follows:

Earl Buford  
Chief Executive Officer, President  
Milwaukee Area Workforce Investment Board, Inc.  
2342 North 27<sup>th</sup> Street  
Milwaukee, WI 53210

**ARTICLE XI**  
**Public Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Employ Milwaukee acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records, and that the failure to do so shall constitute a material breach of this Agreement. The City will employ the same standards in producing Employ Milwaukee's Records under the Wisconsin Public Records Law as it employs in producing the City's records under the Wisconsin Public Records Law. Except as

otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.

**ARTICLE XII**  
**Discrimination**

A. Employ Milwaukee shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. This requirement shall apply to but not be 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 forth the provisions of the clause.

B. No person in the United States shall, on the ground of race, color, or national origin, 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. Employ Milwaukee 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. Employ Milwaukee agrees that it will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. Seq.

D. Employ Milwaukee will cause the 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.

**ARTICLE XIII**  
**Insurance**

Employ Milwaukee shall at all times during the term of this Agreement keep in full force and effect general liability (GL) insurance naming the City as an additional insured, with minimal limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. The policy shall be endorsed to provide for a thirty (30) day notice to the City prior to change, termination, or cancellation. Employ Milwaukee shall also maintain Worker's Compensation Insurance as required under Wisconsin Law, covering the Liaison and other employees. Employ Milwaukee shall submit a certificate/s of insurance evidencing such coverages.

**ARTICLE XIV**  
**Indemnification**

Each party shall indemnify and hold harmless the other party, its officers, officials, and employees from and against all claims and liabilities of any nature or kind related to this Agreement occasioned by the first parties' act or negligence or by the act or negligence of any of its officers, officials, or employees.

**ARTICLE XV**  
**Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

**ARTICLE XVI**  
**Conflict of Interest**

A. No officer, employee or agent of the City who exercises 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.

B. No member of the governing body of the City and no other public official of the City who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

C. Employ Milwaukee covenants that no person described above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. Employ Milwaukee further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Employ Milwaukee further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of Employ Milwaukee or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

**ARTICLE XVII**  
**No Additional Waiver Implied**

The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed by its duly authorized officers.

**CITY OF MILWAUKEE**

\_\_\_\_\_ Date: \_\_\_\_\_  
Ghassan Korban,  
Commissioner of Public Works

**COUNTERSIGNED:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Martin Matson, City Comptroller

Approved as to content, form and execution  
this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Assistant City Attorney

**MILWAUKEE AREA WORKFORCE  
INVESTMENT BOARD, INC.**

\_\_\_\_\_ Date: \_\_\_\_\_  
Earl Buford,  
Chief Executive Officer, President

**Contract Between**

**Employ Milwaukee, Inc. and City of Milwaukee.**

**Contract Period: January 1, 2016 through December 31, 2016**

**THIS Contract** is made and entered into as of this \_\_\_\_ day of March 2016, by and between the City of Milwaukee, a municipal corporation acting by and through its Department of Administration, and Employ Milwaukee, Inc., formerly known as the Milwaukee Area Workforce Investment Board, Inc., (“Employ Milwaukee”), a Wisconsin Corporation, whose address is 2338 North 27<sup>th</sup> Street, Milwaukee, Wisconsin.

**WHEREAS**, The City of Milwaukee wishes to contract with Employ Milwaukee to provide workforce development services to individuals participating in the City of Milwaukee – Compete Milwaukee Transitional Jobs program and related partner organizations:

**NOW, THEREFORE**, for valid consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, Employ Milwaukee and the City of Milwaukee agree as follows:

1. **Scope of Contract.** Employ Milwaukee agrees to provide workforce development services to individuals referred to it by the City of Milwaukee or other organizations designated by the City of Milwaukee. The purpose of the Contract is to provide industry based career assessment, industry linked preparation and skills training, and provide placement assistance in entering apprenticeship or other employment. Employ Milwaukee will also assist individuals eliminate other barriers as outlined in participants Individual Employability Plans (IEP). In order to provide these services to the City of Milwaukee, Employ Milwaukee shall subcontract with Wisconsin Regional Training Partners (WRTP) and further leverage current public and private funding to support the programs preparation and training need. Employ Milwaukee shall be fully responsible for the services provided by WRTP under this Contract.

Deliverables:

<b>Outcome</b>	<b>Description</b>
100	<b>Case Management Services:</b> Through its sub-contract with WRTP, Employ Milwaukee will manage an industry linked and coordinated case management strategy to identify individual needs and progress during the course of the program. WRTP will provide all services in a culturally and linguistically competent manner. WRTP will utilize a wraparound case management model directly related to employability. This is an intensive, participant care management process for individuals with serious job placement barriers. WRTP shall inform and provide basic information to applicants about other programs to include but not be limited to Child Support, Food Share Employment and Training (FSET); Children First,

Child Welfare, Workforce Innovation Opportunity Act (WIOA), Temporary Assistance for Needy Families (TANF). WRTP shall assist Compete Milwaukee (CM) participants by facilitating access to needed community services provided by partner agencies and completing documented referrals for supportive services as needed. Supportive service referral shall include but will not be limited to transportation, driver's license recovery, driver's license acquisition, child care services, GED/HSED training and completion, other educational resources, AODA, mental health services and other services as determined by the (CM) participants. Agencies are strongly encouraged to link and share information with other community based service agencies, organizations and training providers in order to meet the CM participants' needs.

100

**Participant Skills Assessment:** WRTP will coordinate industry linked assessment utilizing WRTP's Skills Inventory Assessment tool and process, as well as conduct base TABE testing and other testing as needed for enrollment into training. WRTP shall ensure its staff members maintain the skills necessary to interpret screening and informal assessment results. WRTP shall use the results of the informal assessments to inform their decisions and activity assignment and to determine the need and process for providing reasonable accommodations. WRTP shall use the screening and assessment results to develop an Individualized Employability Plan (IEP) for all CM participants and enter those into ETO. The IEP shall include the goals for the CM participant. Goals will include but not be limited to educational attainment, credential achievement, barrier remediation, specific occupational skills attainment and job placement/retention. These goals shall correspond with the skills and interest of the CM participant. The IEP will address the barriers that have prevented the CM participant from finishing school or obtaining employment. The IEP shall include the record of the test result of the CM participant's educational level at project start. The IEP must include assessment of the participant's employment aptitudes, interest and acquired job skills. The IEP shall include all the activities assigned to the CM participant which are designed to meet their goals. The Agencies shall document interactions with and about CM participants in ETO. By the end of the career planning process, the IEP shall include both long-term and short-term verifiable and measurable career goals with action steps/objectives and the appropriate combination of services and training needed to achieve each goal.

50

**Specialized Training & Testing Leading to Placement:** Employ Milwaukee shall ensure that specialized industry training is provided to CM participants in collaboration with the City of Milwaukee DPW – Commercial Drivers License and Confined Space Training. WRTP will coordinate preparation for the written component of the CDL testing as required to be eligible for hands on training and testing; through collaboration with DPW eligible individuals will enroll in an intensive four day hands on training and testing program to gain CDL licensure.

WRTP and the City of Milwaukee Department of Public Works will provide Confined Space Training. WRTP will also provide other specialized training and certifications as determined appropriate through individual case management.

50 **Job Search Assistance:** In conjunction with or after specialized training & testing, WRTP shall offer up to 12 months of follow up for job search assistance and/or retention services to individuals referred by the City of Milwaukee or its designee. WRTP shall have strong follow-up and post-project support component for employment, skills-based education, training coordination and linkage that lead to apprenticeships for qualified CM workers. Post subsidized follow-up activities include: (1) continued work with the CM participant on unsubsidized job placement and retention; (2) once placed in employment, conducting the employment verification process; (3) working with CM participants on documented referral of post-secondary educational services if needed.

2. **Budget and Grant Period.** A total amount not to exceed \$175,000 in funds is available for Employ Milwaukee eligible expenditures incurred in representing client referred within the performance period extending from January 1, 2016 to March 1, 2017 per the billing procedures outlined below.

3. **Record-Keeping.** WRTP will maintain records for each individual including completion of an Individualized Employment Plan (IEP), record of Assessments taken and attendance and completion of training and certifications completed/ attained. Participants will be asked to sign a waiver allowing Agencies to report to the referring agency the specific outcome of an individual's case, without sensitive information such as test scores. WRTP will provide aggregate data to the City of Milwaukee indicating the number of people served, the services provided, the type of service, and the outcomes accomplished.

4. **Audit and/or Financial Statement requirements.** Employ Milwaukee and WRTP will have an audit that complies with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996) and OMB Circular A-133. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit.

One copy of the audit along with the management letter shall be submitted to City of Milwaukee at the address below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor. If a management letter was not issued, a letter from the agency informing of such should be included.

5. **Reporting.** Employ Milwaukee shall submit all required reports on a monthly basis. Monthly invoicing must be supported by a Report which includes (1) Activity Charts indicating training provided by individual (2) Sign In Sheets for proof of attendance (3) Verification of Employment forms for proof of unsubsidized employment.



A reporting template is appended to this agreement. Monthly invoice and report submissions are due on the tenth day of the following month. Payment on a monthly invoice submitted may be delayed until all supporting documents are provided.

6. **Payment.** In accord with this Contract, City of Milwaukee will provide timely, monthly/quarterly financial reimbursement to Employ Milwaukee upon receipt of timely, accurate, payment invoices. The City of Milwaukee agrees to pay Employ Milwaukee on a per unit basis related to the performance of individual services.

7. **Failure to Perform.** The City of Milwaukee reserves the right to suspend the payment of funds to Employ Milwaukee, in whole or in part, if any required report or other required performance under this Contract is not timely undertaken or completed, or in the event Employ Milwaukee fails to comply with the terms of this Contract.

8. **Schedule of the Work.** Time is of the essence as to any of the duties required under this Contract.

9. **Default.** Failure by Employ Milwaukee to perform the work in an adequate manner, or Employ Milwaukee's breach of this Contract in any manner, shall constitute a default hereunder. In the event of such default, the City of Milwaukee reserves the right to cancel this Contract, in whole or in part.

10. **Insurance.** Prior to the start of services, Employ Milwaukee will procure and maintain during the duration of the services:

- a) Comprehensive General Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- b) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- c) Workers Compensation: statutory limits.
- d) Employee Dishonesty Policy: to be in an amount that equals or exceeds the value of services to be provided by Contractor.

Employ Milwaukee shall furnish the City of Milwaukee with Certificates of Insurance showing the existence of all required coverages for itself and any subcontractors prior to commencing its services hereunder. Employ Milwaukee agrees all insurance coverages shall not be canceled, permitted to expire, or be materially changed without thirty (30) days written notice in advance to the City of Milwaukee.

11. **Indemnification.** The parties agree to indemnify, defend and hold each other harmless from and against any and all claims, demands, damages, costs, losses, liabilities and expenses (including legal and professional expenses) which they may incur as a result of the negligent or tortious acts or omissions of the other. Employ Milwaukee

further agrees to comply with any and all laws, ordinances, and regulations applicable to its performance under this Contract.

12. **Independent Contractor.** Notwithstanding any other term or condition to the contrary contained herein, Employ Milwaukee shall be completely responsible for the means, methods, and techniques employed in carrying out Employ Milwaukee's duties hereunder, and Employ Milwaukee shall be and remain an independent contractor as to the City of Milwaukee. All costs to perform under this Contract shall be borne by Employ Milwaukee.

13. **Audit Rights and Privacy.** During or after the term of this Contract, Employ Milwaukee, if requested by the City of Milwaukee, shall provide the City of Milwaukee with copies of all fiscal work product and materials used in Employ Milwaukee's performance hereunder within five (5) business days of the City of Milwaukee's request. Notwithstanding the foregoing, Employ Milwaukee need not provide such copies if doing so would violate any local, state or federal law concerning client privacy or confidentiality.

14. **Termination of Contract.** The City of Milwaukee may terminate this Contract for cause at any time without notice. Cause shall be defined as a default under this Contract by Employ Milwaukee. Otherwise, Employ Milwaukee or the City of Milwaukee may terminate this Contract at any time at its discretion by delivering written notice to the other party by certified mail, return receipt requested, not less than fifteen (15) days prior to the effective date of termination.

15. **Term.** This Contract may be continued beyond its initial term by mutual agreement of the parties.

16. **Counterparts.** This Contract may be signed in several counterparts, each of which shall be an original, but all put together shall constitute the same instrument. Delivery of a signed counterpart by facsimile transmission shall be effective as delivery of a manually signed counterpart of this Contract.

17. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if made in writing and deposited in the United States mail, postage prepaid, registered or certified mail, and addressed to:

a. If to Employ Milwaukee at:  
Earl Buford, President & CEO  
Employ Milwaukee, Inc.  
2742 N. 27<sup>th</sup> Street  
Milwaukee, Wisconsin 53210

b. If to City of Milwaukee at:

Administrator  
City of Milwaukee, Department of Public Works

200 E Wells Street  
Milwaukee, Wisconsin 53202

Or such other address as may from time to time be specified in writing given by the parties.

18. **Governing Employ Milwaukee, Venue, and Jurisdiction.** This Contract shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. All parties hereto consent to the exclusive jurisdiction of the circuit court located in Milwaukee County, Wisconsin, or the United States Federal Courts for the Eastern District of Wisconsin.

19. **Entire Agreement.** This Agreement sets forth all of the covenants, promises, agreements, conditions, and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth. This Agreement may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

20. **Assignment.** This Agreement shall be binding upon the parties hereto, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned, sublet, or transferred by Employ Milwaukee unless otherwise provided in this Agreement and without the prior written consent of the City. If the City of Milwaukee gives such consent, the terms and conditions of this Agreement shall bind the party to whom the Agreement is assigned, sublet, or transferred.

21. **Severability.** If any term or provision of this Agreement shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

22. **Public Records.** Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Employ Milwaukee acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records, and that the failure to do so shall constitute a material breach of this Agreement. The City will employ the same standards in producing Employ Milwaukee's Records under the Wisconsin Public Records Law as it employs in producing the City's records under the Wisconsin Public Records Law. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.

23. **Discrimination.** Employ Milwaukee shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the

military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. This requirement shall apply to but not be 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 forth the provisions of the clause.

No person in the United States shall, on the ground of race, color, or national origin, 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. Employ Milwaukee 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.

Employ Milwaukee agrees that it will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. Seq.

Employ Milwaukee will cause the 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.

24. **Conflict of Interest.** No officer, employee or agent of the City of Milwaukee who exercises 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.

B. No member of the governing body of the City of Milwaukee and no other public official of the City of Milwaukee who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

C. Employ Milwaukee covenants that no person described above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. Employ Milwaukee further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Employ Milwaukee further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of Employ Milwaukee or its employees must be disclosed to the City of Milwaukee. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

25. **No Additional Waiver Implied.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

**IN WITNESS WHEREOF**, this Contract shall become effective as of the final date set forth below.

Employ Milwaukee:

---

Earl Buford  
President & CEO

Date

City of Milwaukee:

---

Sharon Robinson  
Director,  
Department of Administration

Date

Countersigned:

---

Martin Matson

Approved as to Content, Form, and Execution:

---

Assistant City Attorney

**AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND NORTHCOTT  
NEIGHBORHOOD HOUSE FOR MILWAUKEE BUILDS**

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Milwaukee, Wisconsin, a municipal corporation, (“the City”), acting by and through its Department of City Development, (“DCD”), and Northcott Neighborhood House, (“Northcott”), a Wisconsin Nonprofit Corporation, whose address is 2460 North 6<sup>th</sup> Street, Milwaukee, Wisconsin.

**WHEREAS**, the City further budgeted funds in its 2016 Budget for the purposes specified in this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Common Council file number 151082, a resolution expressing support of and approving various agreements pertaining to the Compete Milwaukee 2016 program; and

**NOW THEREFORE**, the parties hereby agree as follows;

I. The City shall provide to Northcott an amount not to exceed \$108,000 to cover wages, training, pre-employment medical testing, tools, and personal protection equipment for 7 individuals to proceed through the Milwaukee Builds program to be run by Northcott pursuant to the Proposed Budget attached as Exhibit A, including the listed training components. Each individual participant will be paid for up to 780 hours during the course of the program. These individuals will have a field work component provided by the DCD foreclosed property management section. Northcott will be expected to coordinate with DCD regarding the field work component, which will include paint-up, fix-up, weatherization and landscaping work at selected foreclosed properties, with the goal of increasing market interest in these properties while providing residential rehabilitation experience to the 7 trainees.

II. City shall provide reimbursement to Northcott for documented supplies and materials costs in connection with the work done at City-owned foreclosed properties, provided that DCD has approved a scope of work and an estimate of such costs in advance of the work being performed. Pursuant to Wis. Stat. 77.54(9a), the City is exempt from Wisconsin Use and Sales Tax. Wisconsin Use and Sales Tax shall not be reimbursed to Northcott for any taxes paid when obtaining supplies and materials.

III. City will reimburse Northcott on receipt of invoices no more frequently than on a monthly basis. Monthly invoicing must be supported by a report which includes (1) activity charts listing, by individual participant, calendar day and hours of work, training or services received, including information itemizing the type of work, training or services received, (2) verified sign-in sheets or time sheets listing individual participant, calendar day and hours of work, training or services received as proof of attendance, and (3) receipts for payment of supplies and material costs. It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required documentation, the City

shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to Northcott by first-class mail, personally delivered, or sent in accordance with the notice provisions in the Agreement). Reference Common Council File No. 101137 adopted January 2011.

IV. Northcott will procure and maintain during the duration of the services, the following insurance coverages:

- a) Comprehensive General Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- b) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- c) Workers Compensation: statutory limits.

Northcott shall furnish the City with Certificates of Insurance showing the existence of all required coverages for itself and any of its Contractors prior to commencing its services hereunder. Northcott agrees all insurance coverages shall not be canceled, permitted to expire, or be materially changed without thirty (30) days written notice in advance to the City.

V. The parties agree to indemnify, defend and hold each other harmless from and against any and all claims, demands, damages, costs, losses, liabilities and expenses (including legal and professional expenses) which they may incur as a result of the negligent or tortious acts or omissions of the other. Northcott further agrees to comply with any and all laws, ordinances, and regulations applicable to its performance under this Agreement.

VI. Notwithstanding any other term or condition to the contrary contained herein, Northcott shall be completely responsible for the means, methods, and techniques employed in carrying out Northcott's duties hereunder, and Northcott shall be and remain an independent contractor as to the City. All costs to perform under this Agreement shall be borne by Northcott.

VII. At any time during normal business hours and as often as the City, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the City or such agency for examination all of its records with respect to all matters covered by this Agreement and Northcott shall permit the City or such agency and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

VIII. The City may terminate this Agreement for cause at any time without notice. Cause shall be defined as a default under this Agreement by Northcott. Otherwise, either

party may terminate this Agreement at any time at its discretion by delivering written notice to the other party by certified mail, return receipt requested, not less than fifteen (15) days prior to the effective date of termination.

IX. This Agreement may be continued beyond its initial term by mutual agreement of the parties.

X. This Agreement may be signed in several counterparts, each of which shall be an original, but all put together shall constitute the same instrument. Delivery of a signed counterpart by facsimile transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

XI. Any notice required or permitted to be given hereunder shall be deemed sufficient if made in writing and deposited in the United States mail, postage prepaid, registered or certified mail, and addressed to:

a. If to Northcott at:

b. If to City of Milwaukee at:

Or such other address as may from time to time be specified in writing given by the parties.

XI. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. All parties hereto consent to the exclusive jurisdiction of the circuit court located in Milwaukee County, Wisconsin, or the United States Federal Courts for the Eastern District of Wisconsin.

XII. This Agreement sets forth all of the covenants, promises, agreements, conditions, and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth. This Agreement may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

XIII. This Agreement shall be binding upon the parties hereto, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned, sublet, or transferred by Northcott without the prior written consent of the City. If the City of Milwaukee gives such consent, the terms and conditions of this Agreement shall



bind the party to whom the Agreement is assigned, sublet, or transferred.

XIV. If any term or provision of this Agreement shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

XV. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Northcott acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records, and that the failure to do so shall constitute a material breach of this Agreement. The City will employ the same standards in producing Northcott's Records under the Wisconsin Public Records Law as it employs in producing the City's records under the Wisconsin Public Records Law. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.

XVI. Northcott shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. This requirement shall apply to but not be 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 forth the provisions of the clause.

No person in the United States shall, on the ground of race, color, or national origin, 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. Northcott 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.

Northcott agrees that it will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. Seq.

Northcott will cause the 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.

XVII. No officer, employee or agent of the City who exercises 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.

No member of the governing body of the City and no other public official of the City who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

Northcott covenants that no person described above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. Northcott further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Northcott further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of Northcott or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

XVIII. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

**IN WITNESS WHEREOF**, this Agreement shall become effective as of the final date set forth below.

Northcott Neighborhood House, Inc.:

\_\_\_\_\_ Date: \_\_\_\_\_

City of Milwaukee:

\_\_\_\_\_ Date: \_\_\_\_\_  
Rocky Marcoux,  
Commissioner, Department of City Development

\_\_\_\_\_  
Martin Matson  
Comptroller

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney  
as to content, form, and execution

Date: \_\_\_\_\_



### **Compete Milwaukee Builds**

Compete Milwaukee Builds, is a partnership among Northcott Neighborhood House (NNH), Employ Milwaukee, the City of Milwaukee's Compete Milwaukee program and the Department of City Development (DCD). The initiative is structured to provide career pathway opportunities in construction and environmental conservation industries for alumni of the Compete Milwaukee program. On-the-job training experiences will focus on renovation work at City-owned foreclosed properties, increasing the marketability of these properties and expediting their sale.

The program will be incorporated into NNH's existing "Milwaukee Builds" training program, which works with adults who face barriers to employment associated with poverty, low educational attainment, and often a criminal record. Milwaukee Builds provides training and career coaching to prepare participants to work in construction and deconstruction industries.

The Compete Milwaukee partnership, called Compete Milwaukee Builds, will place 7 former transitional jobs program participants in the Milwaukee Builds training program run by NNH. Participants will be paid at a rate of \$8.00 to \$12.00 per hour for up to 30 hours per week of classroom and on-the-job training. Specific wages and hours on a training assignment will be determined by the participant's skill level, reflective of the training wage and as necessary, following prevailing wage rules.

All Compete Milwaukee Builds experiences are designed to support participants as they move toward sustainable employment in the construction, green, energy and water sectors. The Compete Milwaukee alumni employed through Compete Milwaukee Builds will work alongside other NNH Milwaukee Builds crew members, including those at more advanced stages of training, to ensure peer to peer learning.

### **Program Activities**

The Milwaukee Builds model incorporates both classroom and on-the-job training. Participants learn foundational construction skills through participation in community improvement projects such as garage deconstruction, minor maintenance/home repair, and demolition projects. Concurrent with their occupational training, participants receive training leading to industry recognized credentials including Asbestos Abatement, Lead Abatement, HAZOWPER (Hazmat Training) Occupational Safety and Health Administration (OSHA) 10 (workplace safety), and Home Builders Institute (HBI) Pre-Apprenticeship Certification Training (P.A.C.T.).

The individuals enrolled in Compete Milwaukee Builds will gain their work experiences by doing minor repair and renovation work at foreclosed residential properties owned by the City of Milwaukee. Small-scale improvements made by the trainees will include painting, interior and exterior carpentry, weatherization, drywall repair, and landscape clean-up. DCD's Real Estate staff will coordinate with NNH to select appropriate properties as work sites and determine renovation requirements that will

build the skills of the trainees and improve the marketability of the properties. NNH will serve as the employer of record for program participants; NNH supervisors and staff will serve as the mentors and trainers for participants.

NNH will provide participants with other supportive services, such as barrier remediation, orientations, assessments of participants' academic abilities and vocational skills, aptitudes, career interests and job placement. Each participant will receive an assessment which will include an Individual Employment Plan (IEP). The IEP will include educational level test results, assessment of aptitudes, interests and acquired job skills. The IEP will also address any barriers that may have prevented the participant from obtaining employment and educational attainment if applicable. Additionally, participants will engage in a résumé writing workshop and will seek permanent employment throughout their participation in this program.

### Program Goals

- The **enrollment goal** for the entire contract period is **7 Slots**
- 5 of the 7 participants will complete their work experience contained in the Milwaukee Builds work experience agreement
- 5 of the 7 participants will complete all components of the training plan contained in the Milwaukee Builds work experience agreement.

### Follow-Up

NNH will provide follow-up reports on participant status related to completing, non-completing, placements and job retention status after 90 days for those completing the training program.

### Budget Summary

	Rate	Slots	Hours	Total Cost
Wage Rate per Hour	8.00			
Medicare, SS, Wk Comp, UI	5.00			
<b>Total Wage Cost Per Hour</b>	<b>13.00</b>	<b>7</b>	<b>780</b>	<b>70,980</b>
Training (HAZWOPER, OSHA 10, CPR/First Aid, Lead, Asbestos and Mold & Moisture)	2,500	7		17,500
Tools, PPE/Equipment	545	7		3,815
Admin Charges (Payroll, etc.)	365	7		2,555
Medical Testing	450	7		3,150
Materials & Supplies				10,000
<b>Total Supplies and Services</b>				<b>37,020</b>
<b>TOTAL</b>				<b>108,000</b>
<b>TOTAL Cost Per Slot</b>				<b>15,429</b>

**AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND EMPLOY  
MILWAUKEE FOR CAREER PLUS COORDINATORS**

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Milwaukee, Wisconsin, a municipal corporation, (“the City”), acting by and through its Redevelopment Authority of the City of Milwaukee and the Mayor and Common Council, and Employ Milwaukee, Inc., formerly known as the Milwaukee Area Workforce Investment Board, Inc., (“Employ Milwaukee”), a Wisconsin Corporation, whose address is 2338 North 27<sup>th</sup> Street, Milwaukee, Wisconsin.

**WHEREAS**, the City pursuant to Common Council File number 151349 allocated \$92,835.35 of the sale proceeds of the tax-foreclosed building at 611 West National Avenue pursuant to a previously approved settlement agreement to Employ Milwaukee for the purposes specified in this Agreement; and

**WHEREAS**, the City further budgeted additional funds in its 2016 Budget for the purposes specified in this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Common Council file number 151082, a resolution expressing support of and approving various agreements pertaining to the Compete Milwaukee 2016 program; and

**WHEREAS**, the parties contemplate that the specifics of the program will be detailed in a Memorandum of Understanding to be later executed between the Milwaukee Public Schools, (“MPS”) and Employ Milwaukee;

**NOW THEREFORE**, the parties hereby agree as follows;

I. The City shall provide to Employ Milwaukee an amount not to exceed \$120,000 for 2 Career Plus Coordinators to provide a level of service to 2 schools in the Milwaukee Public School System, as further detailed in the Career+ Program Description attached as Exhibit A. Details of the arrangement shall be further detailed in a Memorandum of Understanding to be executed between MPS and Employ Milwaukee.

II. City will reimburse Employ Milwaukee on receipt of invoices no more frequently than on a monthly basis. It is the City's policy to pay all invoices within 30 days. Monthly invoicing must be supported by a report which includes (1) activity charts listing, by individual participant, calendar day and hours of work, training or services received, including information itemizing the type of work, training or services received, and (2) verified sign-in sheets or time sheets listing individual participant, calendar day and hours of work, training or services received as proof of attendance. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to Employ Milwaukee by first-class mail, personally delivered, or sent in accordance with

the notice provisions in the Agreement). Reference Common Council File No. 101137 adopted January 2011.

III. Employ Milwaukee will procure and maintain during the duration of the services, the following insurance coverages:

- a) Comprehensive General Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- b) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- c) Workers Compensation: statutory limits.

Employ Milwaukee shall furnish the City with Certificates of Insurance showing the existence of all required coverages for itself and any of its Contractors prior to commencing its services hereunder. Employ Milwaukee agrees all insurance coverages shall not be canceled, permitted to expire, or be materially changed without thirty (30) days written notice in advance to the City.

IV. The parties agree to indemnify, defend and hold each other harmless from and against any and all claims, demands, damages, costs, losses, liabilities and expenses (including legal and professional expenses) which they may incur as a result of the negligent or tortious acts or omissions of the other. Employ Milwaukee further agrees to comply with any and all laws, ordinances, and regulations applicable to its performance under this Agreement.

V. Notwithstanding any other term or condition to the contrary contained herein, Employ Milwaukee shall be completely responsible for the means, methods, and techniques employed in carrying out Employ Milwaukee's duties hereunder, and Employ Milwaukee shall be and remain an independent contractor as to the City. All costs to perform under this Agreement shall be borne by Employ Milwaukee.

VI. At any time during normal business hours and as often as the City, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the City or such agency for examination all of its records with respect to all matters covered by this Agreement and Employ Milwaukee shall permit the City or such agency and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

VII. The City may terminate this Agreement for cause at any time without notice. Cause shall be defined as a default under this Agreement by Employ Milwaukee. Otherwise, either party may terminate this Agreement at any time at its discretion by delivering written notice to the other party by certified mail, return receipt requested, not less than

fifteen (15) days prior to the effective date of termination.

VIII. This Agreement may be continued beyond its initial term by mutual agreement of the parties.

IX. This Agreement may be signed in several counterparts, each of which shall be an original, but all put together shall constitute the same instrument. Delivery of a signed counterpart by facsimile transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

X. Any notice required or permitted to be given hereunder shall be deemed sufficient if made in writing and deposited in the United States mail, postage prepaid, registered or certified mail, and addressed to:

- a. If to Employ Milwaukee at:  
Earl Buford, President & CEO  
Employ Milwaukee, Inc.  
2742 N. 27<sup>th</sup> Street  
Milwaukee, Wisconsin 53210
  
- b. If to City of Milwaukee at:  
Administrator  
City of Milwaukee, Department of Public Works  
200 E Wells Street  
Milwaukee, Wisconsin 53202

Or such other address as may from time to time be specified in writing given by the parties.

XI. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. All parties hereto consent to the exclusive jurisdiction of the circuit court located in Milwaukee County, Wisconsin, or the United States Federal Courts for the Eastern District of Wisconsin.

XII. This Agreement sets forth all of the covenants, promises, agreements, conditions, and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth. This Agreement may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.



XIII. This Agreement shall be binding upon the parties hereto, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned, sublet, or transferred by Employ Milwaukee without the prior written consent of the City. If the City of Milwaukee gives such consent, the terms and conditions of this Agreement shall bind the party to whom the Agreement is assigned, sublet, or transferred.

XIV. If any term or provision of this Agreement shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

XV. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Employ Milwaukee acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records, and that the failure to do so shall constitute a material breach of this Agreement. The City will employ the same standards in producing Employ Milwaukee's Records under the Wisconsin Public Records Law as it employs in producing the City's records under the Wisconsin Public Records Law. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.

XVI. Employ Milwaukee shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. This requirement shall apply to but not be 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 forth the provisions of the clause.

No person in the United States shall, on the ground of race, color, or national origin, 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. Employ Milwaukee 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.

Employ Milwaukee agrees that it will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. Seq.

Employ Milwaukee will cause the 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.

XVII. No officer, employee or agent of the City who exercises 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.

No member of the governing body of the City and no other public official of the City who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

Employ Milwaukee covenants that no person described above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. Employ Milwaukee further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Employ Milwaukee further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of Employ Milwaukee or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

XVIII. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

**IN WITNESS WHEREOF**, this Agreement shall become effective as of the final date set forth below.

Employ Milwaukee, Inc.:

\_\_\_\_\_  
Earl Buford  
President, CEO, Employ Milwaukee, Inc.

Date: \_\_\_\_\_

City of Milwaukee:

\_\_\_\_\_  
Rocky Marcoux,  
Commissioner, Redevelopment Authority of the City of Milwaukee

Date: \_\_\_\_\_

\_\_\_\_\_  
Tom Barrett,  
Mayor, City of Milwaukee

Date: \_\_\_\_\_

\_\_\_\_\_  
James R.S. Owczarski  
City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Martin Matson  
Comptroller

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney  
as to content, form, and execution

Date: \_\_\_\_\_

 **Career+**

Addressing some of the largest challenges facing Milwaukee youth and employers by bringing together workforce, education, community, and business leaders to provide career services and support, integrated into a high school environment.

## Executive Summary

The “world of work” is an important pathway into adulthood and long-term economic prosperity, yet youth employment rates keep dropping and employers assert there is a lack job readiness skills. Young people need guidance on how to develop essential job skills and navigate their educational experience to connect them to work and postsecondary education.

Milwaukee Public Schools (MPS) is the largest school district in Wisconsin and one of the largest in the nation by enrollment. As of the 2013–14 school year, MPS served 78,502 students in 165 schools and had 9,282 full-time equivalent staff positions. MPS serves a highly diverse population of students that are at risk of dropping out and/or being unemployed due to high poverty and other socioeconomic factors that create barriers to employment.<sup>1</sup>

The Milwaukee Area Workforce Investment Board (MAWIB) is the largest workforce development board in Wisconsin and provides employment and training services for youth and adults. MAWIB’s sector strategy uses Industry Advisory Boards in high demand sectors – construction, manufacturing, finance, healthcare and hospitality - to more effectively link employers to skilled workers. MAWIB has a unique opportunity under the Workforce Innovation and Opportunity Act (WIOA) to realign, enhance, and improve youth services so that they are more closely coordinated, better utilized, and more effective.

The City of Milwaukee is partnering with MPS and MAWIB to engage in opportunities to meet the demands of students and employers. As the largest city in Wisconsin, Milwaukee plays a pivotal role in the region’s economic success. The City of Milwaukee as a governmental entity invests in policies and programs that create a more livable world for residents, especially young people.<sup>2</sup>

Career Plus was created to address some of the large challenges facing Milwaukee youth and employers by bringing together workforce, education, community, and business leaders to provide career services and support, integrated into a high school environment. Career Coordinators will be located on site at MPS high schools to deliver career services, as well as supportive services and enrichment activities. All students will receive some level of career services and eligible students will be enrolled for comprehensive services including the development of an Individual Service Strategy (ISS).

Career Plus will facilitate paid and unpaid work experience for students, including integration of the MPS Communities in Need (COIN) program. MAWIB will use a career pathways approach to link work experience,

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<sup>1</sup> United States. Census Bureau. American Community Survey 5-Year Estimates. 2009.

<sup>2</sup> City of Milwaukee. “Citywide Policy Plan”. March 2010.

high school course work, career exploration, and youth apprenticeship to postsecondary education and employment. Career Plus will launch in early 2016, connect MPS students to summer employment opportunities in late spring 2016, and implement full program activities by fall 2016. MAWIB will work closely with MPS to identify schools to host Career Plus, scaling up through a phased approach.

## Background

A first job is more than pocket money for a young person. It can connect them to the ability to envision a career pathway, a desire to develop skills, a boost in self-confidence, an alternative to poor choices, and even a lifelong mentor. The “world of work” is an important pathway into adulthood and long-term economic prosperity, yet youth employment rates keep dropping. Youth employment rates today are 17 percentage points below what they were in 1989<sup>3</sup> when nearly 80 percent of youth were working. The annual average employment rate for teens in 2010 was the lowest ever recorded since the end of World War II<sup>4</sup>. The nation’s teen summer employment rate plummeted from 45% in 2000 to 26% in 2010, a 40% drop.<sup>5</sup>

Several trends have radically changed the way young people will participate in the workforce. Young people that lack direction and/or do not have the knowledge and skills necessary to enter an increasingly complex workplace may not be competitive. The disparity between skilled and unskilled workers began developing over the past decade and is projected to intensify.<sup>6</sup> Most importantly, young people that will enter the workforce in the next two decades must be prepared with “essential skills” such as communication, teamwork, and decision-making, which are crucial in becoming an effective worker at every step on a career pathway.<sup>7</sup>

At the same time, Southeastern Wisconsin employers are facing their own challenges. A serious labor shortage is projected in the next decade due an aging population and mass retirements<sup>8</sup>. Without an adequate workforce to produce goods and services, businesses will be constrained in their ability to grow. Currently, the seven county Southeastern Wisconsin region as a whole is a mostly Caucasian (77%), while the inner city of Milwaukee is mostly non-Caucasian (75%). The Caucasian population is much older than the non-Caucasian population<sup>9</sup>. The City of Milwaukee’s population will continue to diversify and become younger, with African Americans and other people of color making up a growing share of the population that will be entering their prime working years over the next two decades<sup>10</sup>.

MAWIB has complementary goals of improving job outcomes for young people and building a strong regional talent pipeline for employers. The Workforce Innovation and Opportunity Act of 2014 (WIOA) invests federal funding in MAWIB to serve youth, providing a fresh framework to realign, enhance, and improve services so that they are closely coordinated, better utilized, and more effective. WIOA fuses youth development with employer-driven workforce development approaches to help young people

<sup>3</sup> United States, Bureau of Labor Statistics. “Employment and Unemployment among Youth” News Release. 20 Aug. 2013.

<sup>4</sup> McLaughlin, Joseph and Andrew Sum. “The Steep Decline in Teen Summer Employment in the U.S., 2000-2010 and the Bleak Outlook for the 2011 Summer Teen Job Market.” Center for Labor Market Studies. Northeastern University. April 2011.

<sup>5</sup> Ibid

<sup>6</sup> Callahan, Jim and Pines, Marion. “Recipe for Success: Youth Council Guide to Creating a Youth Development System”. U.S. Department of Labor Employment and Training Agency. 10 Jan. 2000.

<sup>7</sup> America’s Promise Alliance. “Every Promise, Every Child: Turning Failure into Action”. 2007.

<sup>8</sup> Wisconsin Department of Workforce Development. Office of Economic Advisors. 2010.

<sup>9</sup> Greater Milwaukee Foundation. “Vital Signs: Benchmarking Metro Milwaukee 2015”. July 2015.

<sup>10</sup> City of Milwaukee. “Growing Prosperity: An Action Agenda for Economic Development”. September 2014.

develop the skills, knowledge, and competencies required for today's complex workplace. WIOA presents a unique opportunity to innovate and increase capacity by rethinking the way youth services are blended and deployed.

## MAWIB's Sector Strategy

Milwaukee youth are a significant portion of the Southeastern Wisconsin region's future workforce, so they must be equipped with the skills needed by employers. MAWIB's sector-based strategy provides insight into the supply and demand sides of the labor market including the characteristics of youth and their typical routes into employment, as well as the demand for entry-level workers and the economics that inform employer decisions about hiring.

MAWIB provides direct employer engagement through Industry Advisory Boards that drive the alignment of MAWIB's strategies and investments to respond to the current workforce and labor market demands. The boards are led by high level private sector professionals who are deeply committed to providing



expertise in regional growth industries including construction, hospitality, healthcare, financial services, and manufacturing. To accelerate employment and training opportunities for students, each Career Plus school will be aligned with an Industry Advisory Board. Representing labor supply is the MAWIB Coordinating Council, a formal network of community-based organizations that provide specialized services to address barriers to employment for residents. MAWIB is at the center of this model, serving as a workforce intermediary that brings together all of the workforce and economic development partners for planning and coordination purposes.

## Career Plus Program Description

### Goals and Objectives

Career Plus is designed to assist low income young adults achieve their educational and employment goals. The goal of Career Plus is to improve and connect the services available to young people through enhanced ability to meet skill requirements for local employers, reduction in welfare dependency, increased self-sufficiency, quality services, and enhanced productivity and competitiveness of the Milwaukee County workforce.

### Career Coordinators

Career Coordinators will be responsible for coordination between MAWIB, Milwaukee Public Schools (MPS), various postsecondary educational institutions, MAWIB Industry Advisory Boards (employers), and other employment-related community-based organizations. Career Coordinators will be located on site at select MPS high schools. Career Coordinators will collaborate with guidance counselors, social workers, MPS Career and Technical Education (CTE) staff, parent groups, and employers to ensure students are actively participating, highly-engaged, and successfully completing required activities. Career Coordinators will have a minimum of a Bachelor's Degree in Education, Social Work, Counseling or related field, plus one year of successful experience working with youth. MAWIB will perform

## Career Plus Service Menu

### Available to All Students

- ❖ Access to local labor market information and job postings
- ❖ Job search assistance
- ❖ Job application, resume development, and interview assistance
- ❖ Assistance with work permits
- ❖ Career exploration
- ❖ Referrals to MPS Career and Technical - Education (CTE) services including work experience and youth apprenticeship
- ❖ Referrals to Inspire Wisconsin career exploration, mentoring, and job placement services

### Available to Enrolled Students

- ❖ Tutoring, study skills training, instruction, and evidence-based dropout and recovery strategies.
- ❖ Alternative secondary school instruction or dropout recovery services.
- ❖ Paid and unpaid work experiences.
- ❖ Occupational skills training.
- ❖ Leadership development opportunities.
- ❖ Supportive services.
- ❖ Adult mentoring.
- ❖ Follow-up services for at least twelve (12) months.
- ❖ Comprehensive guidance and counseling activities
- ❖ Occupational skills training.
- ❖ Financial literacy education.
- ❖ Entrepreneurial skills training.
- ❖ Services that provide labor market and employment information about the targeted industry sectors or occupations available within the local area.
- ❖ Activities that help youth prepare for and transition to post-secondary education and training.

background checks on all staff and volunteers working in the program.

**Services for All Students** The entire student population at each high school will have access to general Career Plus services including job postings, job search/resume assistance, and referrals to youth employment programs within MPS and the entire community. Career Coordinators will have open office hours and be responsible for updating job boards, filling general job orders, and assisting youth obtain work permits. Career Coordinators will emphasize careers in quality, high wage occupations connected to Industry Advisory Boards, as well as Information Technology (IT) and Science, Technology, Engineering, and Math (STEM).

Career Coordinators will provide current labor market information (LMI) to students in an accessible format, allowing them to connect their education and training activities to high demand jobs and career pathways leading to family-supporting jobs. LMI will be compiled by an MAWIB Business Services Analyst using traditional, real-time, and validated by Industry Advisory Boards.

**Case Study:** A student arrives at the Career Plus office with a general interest in the healthcare industry, but no work experience or specific occupations in mind. After reviewing the current local job openings in healthcare on the job posting board, the Career Coordinator distributes and explains labor market information which details wage rates for various occupations, projected future growth in the industry, the minimum education and training requirements to enter specific occupations, and career pathways leading to middle- and high-skill jobs. The Career Coordinator helps the student enroll in the Health Science Youth Apprenticeship program where they receive work experience and mentoring from a Healthcare Industry Advisory Board employer and earn a Certified Nursing Assistant (CNA) certificate. Engaged and excited about their future, after graduation the student attends postsecondary school to become a Registered Nurse.

Career Coordinators will leverage and coordinate resources with existing programs and stakeholders including Mayor Barrett's Earn & Learn Summer Youth Employment, M<sup>3</sup> strategic partnership and initiatives, Wisconsin Department of Vocational Rehabilitation (DVR), Temporary Assistance for Needy Families (TANF), Community Services Block Grant (CSBG) providers, Inspire Southeast Wisconsin, and the Wisconsin Department of Workforce Development (DWD) Bureau of Apprenticeship Services.

### Comprehensive Services for Eligible Students

Eligible students will work with a Career Coordinator to create a personalized plan for a successful future. Career Coordinators will work closely with MPS counselors and social workers to recruit, identify, and provide comprehensive services for young people. Eligible young people will be low-income (70% of the lower Living Standard Income Level) and possess one or more of the following characteristics: Basic skills deficient; an English language learner; an offender; homeless, a runaway, or a foster child; pregnant or parenting; a disability; and/or need additional assistance to complete an educational program, or to secure and hold employment.

### Assessment

Enrolled youth will receive an objective assessment of their academic levels, skill levels, and service needs, including a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs. Assessment tools include but are not limited to the Test of Adult Basic Education (TABE), Prove It!, Wisconsin Department of Workforce Development (DWD) Skills Explorer, and Career Cruising.

### Individual Service Strategy (ISS)

Each Career Coordinator will be responsible for a case load of youth. The youth will meet with the Career Coordinator on a weekly basis to develop and implement an Individual Service Strategy (ISS) in conjunction with the MPS Guidance Counselor. The ISS will describe career objectives, list degree and/or certificate objectives, detail a career pathway, and document paid youth work experience activities. The ISS will be jointly reviewed and updated by the Career Coordinator and participant at least once a semester. The ISS will bridge the academic and postsecondary/employment needs of the youth by combining traditional MPS comprehensive counseling with enhanced career counseling activities and post-secondary preparation activities.

### Essential Skills Training

Career Plus will include a 40 hour work readiness curriculum delivered in a group setting and followed by individual, self-paced programming to address the components of personal effectiveness, academic competencies and workplace competencies.

### Work Experience

Work experience provides students meaningful opportunities to learn and apply skills with local employers in a real world setting. This may include summer employment and other





opportunities available throughout the year such as youth and pre-apprenticeship programs, internships, job shadowing, and on-the-job training.

Paid and unpaid work experience opportunities will be facilitated for Career Plus participants through coordination between Career Coordinators and MAWIB Business Services staff. Business Services staff will obtain information from Industry Advisory Boards on current occupational skills training needs and youth employment opportunities, then communicate the information to Career Coordinators. MAWIB will leverage and coordinate with existing programs including MPS CTE National Academy Foundation (NAF) Academies, Mayor Barrett's Earn & Learn Summer Youth Employment, and Wisconsin Department of Workforce Development (DWD) Pre-Apprenticeship and Youth Apprenticeship.

In addition, MAWIB proposes to provide job placement services for the MPS COIN program, which was developed by Milwaukee Public Schools/Neighborhood Schools Initiative (MPS/NSI) to help individuals from the community to gain access to employment opportunities on the various MPS/NSI building projects. MAWIB would work with MPS to design a "pay for performance" model for these services.

## Career Pathways

Career Plus uses a career pathway approach that supports a wide range of options for students relative to postsecondary education and/or immediate job placement upon graduation. Through the development of an ISS, students will have gained the work experience, knowledge, and tools to make informed choices about their future. Students will be equipped to move up and along career pathways, throughout their lifetime, by way of stackable credentials, industry-recognized training, apprenticeships, and other employment and training activities.



### ***Post-Secondary Education Placement***

Each participant will have a documented career pathway plan through their ISS that includes education and employment goals, as well as specific, actionable steps leading to those goals. MAWIB Career Coordinators will coordinate with regional technical colleges and universities to provide college tours and assist students in enrolling in post-secondary education programs. Career Counselors will place special emphasis on connecting to employer-sponsored scholarships and the Milwaukee Area Technical College (MATC) Promise, which provides free college education for area high school graduates who meet program eligibility requirements.

### ***Job Placement***

Through MAWIB's sector-based strategy, Career Plus will be directly connected to Industry Advisory Boards, which will provide immediate employment opportunities after graduation for some participants, especially those that received work experience and industry-recognized training connected to a career pathway and/or participated in youth or pre-apprenticeship. MAWIB will leverage its longstanding partnership with the Wisconsin Regional Training Partnership (WRTP)/Building Industry Group Skilled Trades Employment Program (BIG STEP) to assist students in becoming certified for the Residential Preference Program (RPP), which was developed by the City of Milwaukee Department of Public Works to help individuals from the community to gain access to employment opportunities on the various city construction projects.

## Performance Outcomes

Career Plus includes a comprehensive performance accountability system in order to optimize the return on investment. Career Plus will be measured by youth placement in employment and education, youth retention in employment and education, median earnings, credential attainment, and skills gains. Follow-up services for enrolled youth will occur for at least 12 months after the completion of participation, as appropriate.

## Youth Committee

While WIOA eliminates the requirement for local workforce development boards to establish a Youth Council, MAWIB has chosen to maintain a Youth Committee, chaired by MPS Superintendent Dr. Darienne Driver, to provide assistance with planning, operational, and other issues relating to the provision of services to in school youth. MAWIB's Youth Committee will play a major role in ensuring quality programming by bringing parents, participants, and other stakeholders together to solve problems. The Youth Committee will also provide a forum for discussing leverage of community resources, development of grant proposals, and common goals and policy issues.

## Preliminary Timeline

Date	Activity
February 2016	Develop agreements with MPS.
March 2016	Post Career Coordinator Job Descriptions.
February - April 2016	Finalize high school locations and establish office space, equipment, etc.
April – May 2016	Interview and hire Career Coordinators
April - May 2016	Career Coordinators begin work on site with focus on recruitment for summer youth employment program.
June – August 2016	Summer youth employment programming
September 2016	Career Coordinators begin general programming and recruitment for comprehensive services programming.
2017 and Beyond	Fund development and implementation of Career Plus to scale.

## About MAWIB

MAWIB's mission is to build a strong workforce development system by planning, coordinating, collaborating, and monitoring workforce initiatives with businesses, partners, and community stakeholders at the local, regional, and state level to ensure a skilled and productive workforce for the 21st century. Established in 1985, MAWIB is the largest workforce investment board in Wisconsin and serves youth, adults, and dislocated workers. MAWIB administers an annual budget of over \$20 million. President/CEO Earl Buford's career includes 18 years of experience in workforce development, diversity initiatives, and executive leadership. In his previous position as President/CEO of WRTTP/BIG-STEP, Mr. Buford developed strong partnerships with national and state-wide businesses, labor unions, government agencies, and non-profit organizations.

**AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND RUNNING  
REBELS COMMUNITY ORGANIZATION FOR SUMMER JOBS PIPELINE TO  
PROMISE INITIATIVE**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Milwaukee, Wisconsin, a municipal corporation, (“the City”), acting by and through its Mayor and City Clerk and Running Rebels Community Organization, (“Running Rebels”), a Wisconsin Nonprofit Corporation, whose address is 1300A West Fond du Lac Avenue, Milwaukee, Wisconsin.

**WHEREAS**, the City further budgeted funds in its 2016 Budget for the purposes specified in this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Common Council file number 151082, a resolution expressing support of and approving various agreements pertaining to the Compete Milwaukee 2016 program; and

**NOW THEREFORE**, the parties hereby agree as follows;

I. The City shall provide to Running Rebels an amount not to exceed \$150,000 for 30 individuals to proceed through the Summer Jobs Pipeline to Promise Initiative as further described in the Program Design attached to this Agreement as Exhibit A.

II. City will reimburse Running Rebels on receipt of invoices no more frequently than on a monthly basis. It is the City's policy to pay all invoices within 30 days. Monthly invoicing must be supported by a report which includes (1) activity charts listing, by individual participant, calendar day and hours of work, training or services received, including information itemizing the type of work, training or services received, and (2) verified sign-in sheets or time sheets listing individual participant, calendar day and hours of work, training or services received as proof of attendance. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to Running Rebels by first-class mail, personally delivered, or sent in accordance with the notice provisions in the Agreement). Reference Common Council File No. 101137 adopted January 2011.

III. Running Rebels will procure and maintain during the duration of the services, the following insurance coverages:

- a) Comprehensive General Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- b) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage.

c) Workers Compensation: statutory limits.

Running Rebels shall furnish the City with Certificates of Insurance showing the existence of all required coverages for itself and any of its Contractors prior to commencing its services hereunder. Running Rebels agrees all insurance coverages shall not be canceled, permitted to expire, or be materially changed without thirty (30) days written notice in advance to the City.

IV. The parties agree to indemnify, defend and hold each other harmless from and against any and all claims, demands, damages, costs, losses, liabilities and expenses (including legal and professional expenses) which they may incur as a result of the negligent or tortious acts or omissions of the other. Running Rebels further agrees to comply with any and all laws, ordinances, and regulations applicable to its performance under this Agreement.

V. Notwithstanding any other term or condition to the contrary contained herein, Running Rebels shall be completely responsible for the means, methods, and techniques employed in carrying out Running Rebels' duties hereunder, and Running Rebels shall be and remain an independent contractor as to the City. All costs to perform under this Agreement shall be borne by Running Rebels.

VI. At any time during normal business hours and as often as the City, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the City or such agency for examination all of its records with respect to all matters covered by this Agreement and Running Rebels shall permit the City or such agency and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

VII. The City may terminate this Agreement for cause at any time without notice. Cause shall be defined as a default under this Agreement by Running Rebels. Otherwise, either party may terminate this Agreement at any time at its discretion by delivering written notice to the other party by certified mail, return receipt requested, not less than fifteen (15) days prior to the effective date of termination.

VIII. This Agreement may be continued beyond its initial term by mutual agreement of the parties.

IX. This Agreement may be signed in several counterparts, each of which shall be an original, but all put together shall constitute the same instrument. Delivery of a signed counterpart by facsimile transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

X. Any notice required or permitted to be given hereunder shall be deemed sufficient if

made in writing and deposited in the United States mail, postage prepaid, registered or certified mail, and addressed to:

a. If to Running Rebels at:

b. If to City of Milwaukee at:

Or such other address as may from time to time be specified in writing given by the parties.

XI. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. All parties hereto consent to the exclusive jurisdiction of the circuit court located in Milwaukee County, Wisconsin, or the United States Federal Courts for the Eastern District of Wisconsin.

XII. This Agreement sets forth all of the covenants, promises, agreements, conditions, and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth. This Agreement may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

XIII. This Agreement shall be binding upon the parties hereto, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned, sublet, or transferred by Running Rebels without the prior written consent of the City. If the City of Milwaukee gives such consent, the terms and conditions of this Agreement shall bind the party to whom the Agreement is assigned, sublet, or transferred.

XIV. If any term or provision of this Agreement shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

XV. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Running Rebels acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records, and that the failure to do so shall constitute a material breach of this Agreement. The City will employ the same standards in producing Running Rebel's Records under

the Wisconsin Public Records Law as it employs in producing the City's records under the Wisconsin Public Records Law. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.

XVI. Running Rebels shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. This requirement shall apply to but not be 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 forth the provisions of the clause.

No person in the United States shall, on the ground of race, color, or national origin, 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. Running Rebels 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.

Running Rebels agrees that it will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. Seq.

Running Rebels will cause the 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.

XVII. No officer, employee or agent of the City who exercises 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.

No member of the governing body of the City and no other public official of the City who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

Running Rebels covenants that no person described above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. Running Rebels further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its

services hereunder. Running Rebels further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of Running Rebels or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

XVIII. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

**IN WITNESS WHEREOF**, this Agreement shall become effective as of the final date set forth below.

Running Rebels Community Organization.:

\_\_\_\_\_  
Victor Barnett, Executive Director

Date: \_\_\_\_\_

City of Milwaukee:

\_\_\_\_\_  
Tom Barrett,  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
James R.S. Owczarski  
City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Martin Matson  
Comptroller

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney  
as to content, form, and execution

Date: \_\_\_\_\_





## The Pipeline to Promise Initiative

**Program Director:** Michael Peeples  
**Program Co-Director:** Donta Holmes  
**Address:** 1300A West Fond Du Lac Ave.  
Milwaukee, WI. 53205  
**Phone:** (414) 264-8222 for referrals and information

In a recent report entitled, "The State of Working Wisconsin 2015", the UW-Madison's Center on Wisconsin Strategy (COWS) reports that **Wisconsin has the highest unemployment rate for African-Americans in the U.S., at 19.9%. That is 4.6 times as high as the state's white workers, who have a 4.3% unemployment rate.**

Pipeline to Promise (P2P) is an initiative by the Running Rebels Community Organization that addresses the needs of Milwaukee's young adults. The mission of the project is to provide job/skills training, employment opportunities, scholarships, life skills training, and access to community resources and housing with the hopes that it will lead to a reduction in crime, recidivism, poverty and joblessness.

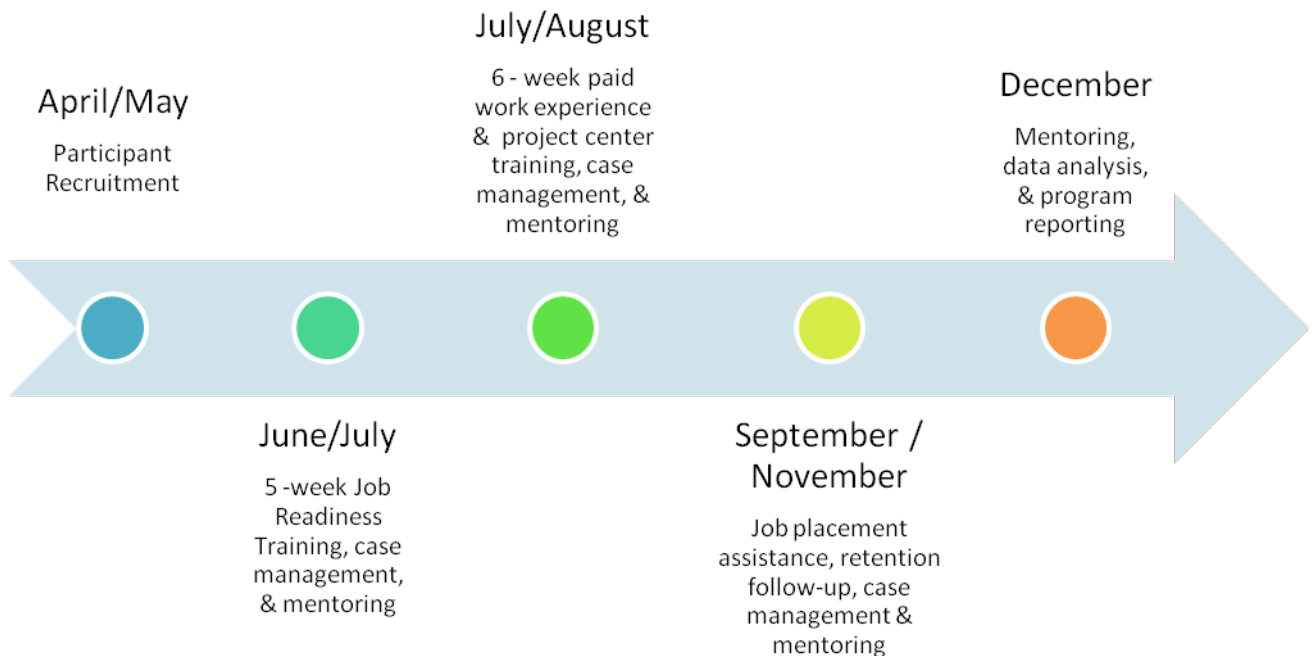
The P2P Initiative is a 6 month intensive training program that provides low-income young adults, ages 18-27, with a combination of hands-on skills development, job readiness, placement and retention support. Participants are supported by staff advisors, professional mentors and a powerful network of community based partners.

Each young adult enrolled in P2P works with program staff to co-develop a personal development plan to: determine specific strengths and needs, identify both short and long-term goals, and create an in-depth service plan to build specific employment and educational skills.

### Key Program Elements:

- ❖ 5-week job readiness training
- ❖ Paid job training and work experience in the areas of multi-media/audio-visual, youth mentoring, culinary arts, and property maintenance.
- ❖ Money management/financial literacy
- ❖ Education enrollment assistance
- ❖ Mentoring
- ❖ Ongoing case management
- ❖ Integrated Service Planning that coordinates all support systems and natural resources.
- ❖ Experiential learning that allows participants to explore high-interest areas.
- ❖ Resume building
- ❖ Job placement services

## Project Timeline



Program services, components and interventions are individually constructed and guided by the individual's assessments. Emphasis is placed on the acquisition, development and practice in areas of interest. Successes are rewarded and acknowledged, while obstacles/setbacks are evaluated; allowing the opportunity to mutually develop strategies for improvement and personal growth.

### **Service Population & Requirements:**

- 30 Male/Female participants
- Ages: 18-27
- Low-income (unemployed or underemployed)
- City of Milwaukee residents



## Pipeline to Promise Initiative – Cost Benefit

Program Participants Each Receive:

- ✓ Individualized case management services
- ✓ Access to a program mentor/life coach
- ✓ Opportunities to earn industry-recognized certifications
- ✓ Assistance with obtaining vital documents (Social Security Card, State ID, Driver's License, Birth Certificate)
- ✓ Access to MATC's Explorer Program
- ✓ Post-secondary education application fees paid in full
- ✓ Free uniforms/work attire
- ✓ Linkage to additional community resources
- ✓ Transportation
- ✓ 6 week, paid work experience earning \$1,200.00
- ✓ Job placement and retention services/follow-up
- ✓ Completed professional resume

Number of Participants: 30

**Total Cost per Participant = \$5,000**

Pipeline 2 Promise Initiative  
Originated 2015

**PROGRAM PHILOSOPHY:** We strive to help young adults develop skills and trainings that will lead to gainful employment opportunities that will help them become productive citizens within their communities.

Client and System Conditions	Major Program Components/Inputs	Activities/ Client Input	Outputs	Outcomes	
				Initial	Longer-term
<p><b>Client Description:</b></p> <ul style="list-style-type: none"> <li>▪ Males and Females</li> <li>▪ Ages 18-27</li> <li>▪ Diverse individual backgrounds</li> </ul> <p><b>Client Strengths:</b></p> <ul style="list-style-type: none"> <li>▪ Resilient</li> <li>▪ Self-preservation</li> </ul> <p><b>Client Conditions</b></p> <ul style="list-style-type: none"> <li>▪ Need for stability</li> <li>▪ Need for consistency</li> <li>▪ Need for job training/placement</li> </ul> <p><b>Entrance Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Meets age requirements</li> <li>▪ City of Milwaukee resident</li> <li>▪ Voluntary clients</li> <li>▪ Must be demonstrating difficulty in either school, home or community</li> <li>▪ Unemployed or underemployed</li> </ul>	<p><b>Major Components</b></p> <ul style="list-style-type: none"> <li>▪ Individual skills assessment</li> <li>▪ 5 week soft skills employment training</li> <li>▪ Paid job training/work experience</li> <li>▪ Educational Component                             <ul style="list-style-type: none"> <li>• HSED</li> <li>• GED</li> <li>• College/Trade School</li> </ul> </li> <li>▪ Skills Trainings in the following areas:                             <ul style="list-style-type: none"> <li>• Audio Visual &amp; Entertainment</li> <li>• Youth Mentoring</li> <li>• Culinary</li> <li>• Property Maintenance</li> </ul> </li> </ul> <p><b>All of Which Include</b></p> <ul style="list-style-type: none"> <li>▪ Involvement of client in assessing interests and strengths</li> <li>▪ Culturally responsive and competent services</li> <li>▪ Provide opportunities to learn and practice socially acceptable behaviors to meet client needs</li> <li>▪ Teamwork and networking to complete skills and vocational trainings</li> <li>▪ Progressively challenging group and individual skills trainings which addresses individual needs</li> </ul>	<p><b>Staff Activity</b></p> <p>Program Supervisor:</p> <ul style="list-style-type: none"> <li>▪ Oversees all program staff and program activities</li> </ul> <p>Program Coordinator</p> <ul style="list-style-type: none"> <li>▪ Recreational opportunities</li> <li>▪ Individual assessments</li> <li>▪ Group skills trainings</li> <li>▪ Case Management</li> </ul> <p>All staff: (1.5 FTE)</p> <ul style="list-style-type: none"> <li>▪ Daily programming and intervention</li> <li>▪ Documentation</li> <li>▪ Daily client interactions</li> </ul> <p><b>Client Input</b></p> <ul style="list-style-type: none"> <li>▪ Client satisfaction survey</li> <li>▪ 90 day follow up monitoring</li> <li>▪ Client choices in daily programming</li> <li>▪ Completion of skill development trainings.                             <ul style="list-style-type: none"> <li>• Entertainment</li> <li>• Youth Mentoring</li> <li>• Culinary/Hospitality</li> <li>• Odd Jobs</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ Enrollment</li> <li>▪ Service hours</li> <li>▪ Treatment plans</li> <li>▪ Assessments</li> <li>▪ Progress notes</li> <li>▪ Monthly Reports</li> <li>▪ Incident Reports</li> <li>▪ Case review reports</li> <li>▪ Scores: Client satisfaction survey</li> <li>▪ Monthly treatment plan reviews</li> <li>▪ Monthly Job placement Count</li> <li>▪ Quarterly Certifications Count</li> <li>▪ Quarterly Educational Completions Count                             <ul style="list-style-type: none"> <li>• HSED</li> <li>• GED</li> </ul> </li> </ul>	<p>60% of clients who complete the program will find viable employment in areas of training</p> <p>65% of clients who complete the program will improve in their ability to self-regulate</p> <p>60% will agree that they get along better with family, peers and co-workers</p>	<p>55% of clients will sustain employment for 3 months following completion of program</p> <p>70% of clients will continue with case management services for 3 months following completion of program</p> <p>65% of clients who complete the program will not be involved in any negative police contact or commit any criminal offenses</p> <p>55% of all court ordered restitution and 80% of all court ordered community service will be completed by the end of the program</p> <p>65% of all participants will complete a independent living skills program</p> <p>65% of all participants will show progress towards long-term transitional goals</p>

Approximate number of clients served per year 30