

BINDING MEMORANDUM OF UNDERSTANDING

This Binding Memorandum of Understanding (“MOU”) is made and entered into as of this 1st day of March, 2024 by and between EMPLOY MILWAUKEE, INC., having a principal place of business at 2342 N 27th, Milwaukee, WI 53210 (“Employ Milwaukee”) and the City of Milwaukee, Wisconsin having a principal place of business at 200 E Wells St, Milwaukee, WI (the “City”) (Employ Milwaukee and the City are hereinafter referred to as the “Parties”).

SECTION 1 - BACKGROUND

1.01 Employ Milwaukee supports workforce development within Milwaukee; in part, by providing On-the-Job Training (OJT), a work-based, occupational training service provided by an eligible employer to an eligible paid participant who is engaged in productive work in a job that provides knowledge or skills essential to the full and adequate performance of the job; provides reimbursement to the employer of up to 50 percent of the wage rate of the participant (up to 75 percent in certain circumstances), for costs of providing the training and additional supervision related to the training; and is limited in duration.

1.02 Employ Milwaukee follows the Wisconsin Department of Workforce Development (DWD) Workforce Innovation and Opportunity Act (WIOA) Title I-A & I-B Policy and Procedure Manual located at <https://dwd.wisconsin.gov/wioa/policy> when delivering OJT services to employers. In addition, Employ Milwaukee follows a local OJT policy outlining specific policies for Wisconsin Workforce Development Area (WDA) #2: <https://www.employmilwaukee.org/Employ-Milwaukee/Partners/Service-Providers.htm>

1.02. The City’s Department of Public Works has a variety of jobs with approximately 1,800 full-time employees. OJT is essential to ensure these employees are best serving Milwaukee by ensuring they become proficient in the occupation for which the training is being provided, especially in those titles requiring a Commercial Driver’s License (CDL).

1.03 The parties are interested in conducting an On-The-Job training program where Employ Milwaukee partially subsidizes the City’s On-The-Job training financially. This agreement will last for the term of March 1, 2024 to April 30, 2025 .

SECTION 2 - PURPOSE OF THE MOU

2.01 The purpose of this MOU is to: (a) provide the basis for the Parties’ relationship under the OJT Program; and (b) describe at a high level the key principles and terms which will apply to the OJT Program.

SECTION 3 – ON-THE-JOB TRAINING PROGRAM

3.01 On-The-Job Training (OJT) Program: The parties agree to participate in the OJT Program to help the City ensure the staff they hire become proficient in their occupation, especially in those titles requiring a Commercial Driver License (CDL). Employ Milwaukee agrees to provide OJT contracts for eligible City workers following the policies cited in Sections 1.02.

Employ Milwaukee must assess the individual for eligibility for training services under WIOA and ensure all required components of an OJT are met PRIOR to the City offering an individual a job, if the City desires to participate in the OJT. The City will notify Employ

Milwaukee regarding the individuals the City would like assessed for eligibility for WIOA training services; and Employ Milwaukee will arrange for the individual to meet with a WIOA service provider no more than 15 business days after being notified by the City. Additionally, Employ Milwaukee will notify the City after the individual has been enrolled in WIOA and has been approved as eligible for training services so the City can issue a job offer.

3.02 On-The-Job Training Program CDL Training: For each program participant, the City will provide the following CDL training: (1) Permit Training (40 hours), (2) CDL Theory (2-3 days), (3) Driving Lessons (7 days), and (4) Three-Part Test. The City will complete an OJT training plan for each individual interested and eligible in an OJT.

3.03 On-The-Job Training Program Contracts: Employ Milwaukee will provide OJT contracts to the City following the policies cited in 1.02. To document the hours worked, the City will provide Employ Milwaukee with the participant's monthly timesheet and a basic performance evaluation.

3.04 Duration: This MOU will begin on March 1, 2024 and end on April 30, 2025. The parties may agree to extend this MOU with an amendment signed by both parties.

3.05 Value: the monetary value for each participant within this agreement will be based on each OJT contract's unique wage, hours worked, reimbursement rate, and skills plan. Employ Milwaukee reimburses employers on a monthly basis for the wages accrued during the previous month.

The total reimbursement for OJT contracts is based on the policies cited in 1.02, employer and participant eligibility, and is always contingent upon Employ Milwaukee's available WIOA or discretionary funding. In all circumstances, the shall never exceed \$100,000 annually and Employ Milwaukee reserves the right to end the agreement if WIOA or discretionary funds are not available.

SECTION 4 - FUTURE EXPECTATIONS

4.01 The Parties understand and agree that this Memorandum of Understanding, including the OJT Program described herein, Employ Milwaukee's subsidies during the OJT Program does not expressly or by implication obligate the Parties to continue this relationship after the conclusion of the established agreed upon term.

SIGNATURES ON FOLLOWING PAGE

The Parties, by authorized representatives, have executed this Binding Memorandum of Understanding as of the Effective Date.

CITY OF MILWAUKEE, WISCONSIN

DocuSigned by:
Chuck Schumacher
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CHUCK SCHUMACHER
Finance and Administration Manager

EMPLOY MILWAUKEE, INC.

Chytania Brown

CHYTANIA BROWN
President and CEO