



**CENTER FOR
Business Performance
Solutions**

Waukesha County Technical College
Center for Business Performance Solutions
800 Main Street
Pewaukee, WI 53072

WCTC Contract # 4067-14
Customer Account # 000499741

SERVICE AGREEMENT

SERVICE RECIPIENT:

City of West Allis
Rebecca Grill
7525 W. Greenfield Ave.
West Allis, WI 53214

DATES OF SERVICE: 01/12/18 to 06/30/18

DESCRIPTION OF SERVICES: Transactional Lean Six Sigma Green Belt Completion for the City of West Allis
PRICE: \$17,000.00

EXPLANATION OF SERVICES:

Price reflects associated costs of the service after application of Workforce Advancement Grant subsidy for Fiscal Year 2017-2018. Invoice(s) to be issued at the conclusion of services. Program dates are subject to change; courses associated with the grant program may be subject to postponement or cancellation if enrollment minimums are not met. See Attachment A for additional information regarding the training available through the Workforce Advancement Training grant.

Service	Date(s)	Time	Location	# of participants
Lean Six Sigma Green Belt	1/29, 1/30, 2/26, 2/27, 3/26, 3/27, 4/23, 4/24, 5/22/18	8am-430pm	7525 W. Greenfield Ave., West Allis	Max. 12
Lean Six Sigma White Belt	1/16/2018	8am-430pm	7525 W. Greenfield Ave., West Allis	8
Lean Six Sigma White Belt	1/20/2018	8am-430pm	WCTC	8
Lean Six Sigma Champion	1/17/2018 and 1/18/2018	8am-430pm	WCTC	14
Lean Six Sigma Project Selection	1/22/2018	8am-11am	WCTC	12
Lean Six Sigma Project Coaching	TBD (6 hours per participant)	TBD	7525 W. Greenfield Ave., West Allis	12

TERMS AND CONDITIONS OF 38.14 SERVICE AGREEMENT

In accordance with the provisions of Wisconsin Statutes, sec. 38.14(3) and related administrative codes and WCTC District policies, this agreement is entered into between WCTC and the Service Recipient referenced above.

Service Extent: Waukesha County Technical College retains the proprietary rights to any curriculum materials used or developed as part of this Agreement. Any royalties, generated from material developed pursuant to this Agreement and subject to copyright, will be distributed in accordance with College policy. WCTC agrees to provide certified, approved instructors meeting Wisconsin Technical College System Board standards for instructional services. The district employees performing under the contract remain under the exclusive control of the district.

If technical assistance is included as part of all of this agreement, notwithstanding any other provision of this Agreement, neither party nor its assigned agent(s) shall be liable to the other party for any special, indirect, incidental, exemplary, or consequential damages, loss of profits or loss of goodwill resulting from, or relating to, the services provided under this agreement and/or negligence in the provision of services. The sole and exclusive remedy available to the client for a breach of this agreement or any other claim or cause of action related to the provision of services pursuant to this contract shall be limited to the recovery of actual damages, which in no event shall exceed the amounts paid to the College under this agreement.

Non-Discrimination Clause: Each party certifies that, as party to this Agreement, it does not discriminate against employees, enrollees, or applicants for employment on the basis of age, race, color, sex, creed, handicap, political persuasion, ancestry, religion or sexual orientation except where there is a bona fide occupational qualification.

Service Delivery: WCTC will make a good faith effort to meet the established delivery dates that are reflected on this agreement; however, at any point at the mutual request or consent of the Service Recipient and WCTC, the dates of actual services reflected in this agreement may be extended through any time through 11:59pm CST August 15, 2018 without need from WCTC for a modified agreement or addendum.

Payment: It is agreed that payment for contracted services will be made payable to Waukesha County Technical College (WCTC) within 30 days of receipt of invoice. Textbooks ordered as a result of the contract may not be returned and are the property of the Service Recipient.


Cancellations: If this Agreement is cancelled after it is signed, it may be subject to the following cancellation charges:

- Curriculum and/or instructional preparation cost incurred.
- All costs for ordered materials/textbooks.
- If cancelled within five (5) business days of the scheduled training, a fee of 25% of the contract price or \$200, whichever is less.

This Agreement is subject to retroactive approval by the full WCTC Board of Directors at its next meeting. Per the authority delegated by the WCTC Board of Directors to the approved representative to initiate contracts, WCTC agrees to provide the services in the Agreement subject to the conditions of the Agreement.

SIGNATURES

 1-17-18
Authorized Representative Date
City of West Allis

 1-17-18
Christy Stone Date
Account Manager
Center for Business Performance Solutions
Waukesha County Technical College
Ph: 262.695.7833 Fax: 262.695.7810