



800 Main Street Pewaukee, WI 53072

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

Dates of Service: 9/9/19 to 12/31/19

Description: Lean Six Sigma Green Belt Program

Price: \$3,400

Total cost of program is \$7,500 per Green Belt participant. After application of the Workforce Advancement Training Grant subsidy, total cost to customer is \$3,400 per Green Belt participant. Program includes: Six hours of personal coaching, three White Belt participants, and one Champion participant for each participant enrolled in the Green Belt Program.

Service	Date(s)	Time	Location	# of participants
Lean Six Sigma Green Belt	September 9th, 10th, 30th, October 1st, 22nd, 23rd, November 12th, 13th, December 2nd and 3rd	8-4:30	Corporate Training Center	1
Champion Training	9/12/2019	8-4:30		1
White Belt	September 17 or September 25th	8-4:30		3
Green Belt Coaching	TBD	6 Hr for each Green Belt		1

## 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 Waukesha County Technical College (WCTC) District policies, this agreement is entered into between WCTC and the Service Recipient referenced above.

Service Extent: WCTC 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 or all of this agreement, notwithstanding any other provision of this Agreement, neither the College nor its assigned agent(s) shall be liable to the Service Recipient 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: Service recipient 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 any time through June 30, 2020 without a modified agreement or addendum.

Payment: It is agreed that payment for contracted services will be made payable to WCTC within 30 days of receipt of invoice. Textbooks ordered as a result of the contract 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.

Authorized Representative City of West Allis

Christy Stone

11/21/2019

Date

Christy Stone Director

Corporate Training Center Waukesha County Technical College

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