Attachment #10 – Local Education or Training Organization Agreement

In this zip file, there are 4 pieces of evidence to show that there are established agreements with local education or training organizations within the CoC.

- (1) Northeast WI Technical College
- (2) Lakeshore Technical College
- (3) Eau Claire School District
- (4) Fox Valley Technical College



Agency Partnership Agreement

Family Services of Northeast Wisconsin Housing Services

This Agreement is between Family Services of Northeast Wisconsin, Inc. Housing Services Programs and Northeast Wisconsin Technical College.

Family Services, who is a member of the Brown County Homeless and Housing Coalition, provides a variety of homeless services in Brown County. Due to Family Services also being a part of the Balance of State Continuum of Care it is a requirement to work with area providers in education to ensure that Brown County Homeless community members are able to be a priority for educational opportunities and training to the best of our ability.

Family Services and NWTC are currently working together to ensure that the needs of homeless and insecure students are met and are a priority. This agreement shows the collaboration that both parties are invested in.

NWTC agrees to make homeless students a priority and provide appropriate resources to all persons seeking an education. NWTC will have a half time staff person placed on campus to work collaboratively with the Family Services half-time staff person also placed on site. These two staff will work with anyone presenting as homeless or housing insecure. Family Services will be one of the resources available to assist in taking those referrals and working collaboratively with the Student Assistance office with meeting the needs of each student.

By signing this agreement, Family Services and NWTC agree to the above.

This agreement shall be in effect for the period August 1, 2019 to July 31, 2020 and must be renewed annually per the application process of the Continuum of Care.

Victoria Lock

Educational Rep

Title

August 1, 2019
Date

Jeff VandeLeest
Name - Family Services

August 1, 2019

August 1, 2019
Date

August 1, 2019
Date

Agency Partnership Agreement

This agreement is between Lakeshore Community Action Program (Lakeshore CAP) and Lakeshore Technical College.

Lakeshore CAP is a member of the Lakeshore Continuum of Care who provides a variety of homeless services in Door, Kewaunee, Manitowoc and Sheboygan Counties. Due to Lakeshore CAP also being part of the Balance of State Continuum of Care it is a requirement to work with area providers in education to ensure that homeless community members within our service area are able to be a priority for educational opportunities and training to the best of our ability.

Lakeshore Technical College (LTC) agrees to make homeless students a priority and provide appropriate resources to all persons seeking an education. In doing this, LTC will identify a staff person to work 1-on-1 with identified homeless or housing insecure participants to support them as they apply for school and as they go along their educational track at LTC.

LTC will provide outreach to potential participants who have been identified by Lakeshore CAP or partner agencies within the Lakeshore Continuum of Care who work with homeless and housing insecure persons. This might include meeting with a potential student prior to enrollment to share with them with LTC has to offer.

LTC commits to assessing all potential students and meeting them where they are at with their skill set to ensure the greatest success.

Lakeshore CAP commits to referring homeless and housing insecure persons to LTC for HSED/GED/ELL and for credit courses. Lakeshore CAP will assist potential students in obtaining and maintaining secure housing as well as encourage and support school success.

By signing this agreement, LTC and Lakeshore CAP agree to the above.

This agreement shall be in effect for the period of September 1, 2019 to July 31, 2020 and must be renewed per the application process of the Balance of State Continuum of Care.

Paul Carlen	President
Educational Rep (print)	Title
Signature	
Colleen Homb Lakeshore CAP Rep (print)	Executive Director Title
Ca 11 8/30/19 Signature	•
PA VP <u>PA</u> Manager <u>BR</u> Finance	

Agency Partnership Agreement

Parties to the Agreement: This agreement is between Western Dairyland EOC, Inc., Housing Services Programs and the Eau Claire Area School District.

Purpose of the Agreement: Coordinated prioritized access to public education with homeless or housing insecure participants.

Project Timeframe: August 1, 2019 until directed otherwise.

Fiscal: No funding is being provided.

Roles/Responsibilities: Western Dairyland EOC, Inc., who is a member of the Eau Claire Housing Coalition (ECHC), provides a variety of homeless services in Eau Claire County. As a member of the Wisconsin Balance of State Continuum of Care, it is a requirement that we work with area eduational providers to ensure that ECHC homeless community members are prioritized for educational opportunities and training when appropriate.

The Eau Claire Area School District (ECASD) agrees to make homeless students a priority and provide appropriate resources to all persons seeking an education. The ECASD has a homeless liaison on staff who will work collaboratively with Western Dairyland and other ECHC homeless providers to meet the needs of the homeless and housing insecure students in the district. Conversely, Western Dairyland staff will provide emergency shelter to homeless families when appropriate.

Modifications: This agreement may be modified at any time during its timeframe by mutual agreement of both parties.

Signatures: The following signatories are authorized to commit their agency to this process.

Dr. Mary Ann Hardebeck, Superintendent

Eau Claire Area School District

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Anna Cardarella, Executive Director Western Dairyland EOC, Inc.

Date

LEASE AGREEMENT

THIS LEASE is made this day of 3/15/19, effective February 1, 2019, by and between Pillars, Inc. of Appleton, Wisconsin ("Lessof"), and Fox Valley Technical College, a chartered technical college, with its principal place of business at 1825 North Bluemound Drive, Appleton, Wisconsin ("Lessee").

In consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. <u>Description of Premises</u>. Lessor leases to Lessee as herein provided, certain space within the premises known as 321 N. Appleton St., Appleton WI. The space leased to the Lessee herein consists of approximately 2,000 square feet within a building located at the address set forth above and shall hereinafter be referred to as the "Leased Premises."
- 2. <u>Term.</u> The term of this Lease is for two (2) years, beginning on February 1, 2019, and terminating on January 31, 2021.
- 3. Rent. The parties agree that, in lieu of Lessee paying rent for the first year of this lease, Lessee has made, or will make, certain improvements to the Leased Premises including installation of new carpeting, painting, and sealing windows. Lessee hereby transfers ownership of said improvements to Lessor in lieu of the payment of rent for the period February 1, 2019 through January 31, 2020. Thereafter, rent for the Leased Premises shall be paid by Lessee to Lessor at 605 Hancock St., Appleton, Wisconsin 54911, on a monthly basis, commencing on February 1, 2020, with the initial monthly rent being Five Hundred and Fifty Dollars (\$550.00) per month and with succeeding payments due on the same day of each month during the term of this Lease.
- 4. Keys: The Lessor shall provide the Lessee with three (3) keys to the Leased Premises.
- 5. <u>Use of Premises</u>. The Leased Premises are to be used for the purposes of Lessee's business, which consists primarily of conducting Adult Basic Education classes. Lessee shall restrict its use to such purposes, and shall not use or permit the use of the Leased Premises for any other purpose without the written consent of Lessor, or Lessor's authorized agent.
- 6. Restrictions on Use. Lessee shall not use the Leased Premises in any manner that will increase risks covered by insurance on the Leased Premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Leased Premises, and shall comply with all requirements of the insurers applicable to the Leased Premises necessary to keep in force the fire and liability insurance.
- 7. <u>Waste, Nuisance or Unlawful Activity</u>. Lessee shall not allow any waste or nuisance on the Leased Premises, or use or allow the Leased Premises to be used for any unlawful purpose.
- 8. <u>Utilities</u>. Lessee shall arrange and pay for its electricity, telephone service, and cleaning services.

The gas and water/sewer/stormwater are not separately metered between the Leased Premises and the balance of the building. Lessor shall pay these bills as they come due. Lessor will notify Lessee of the amount of these bills as they are received. Lessee will reimburse Lessor in an amount equal to 26% of these bills within thirty days after receiving notification from Lessor of the amounts. This percentage is based upon the square footage of the Leased Premises as compared to the square footage of the entire building.

Lessor shall pay for garbage removal and snow removal, including without limitation the removal of snow from any parking spots specifically assigned for use for the Leased Premises, the back entrance area, and the sidewalk in front of the building.

- 9. <u>Heating and Cooling Temperature Control</u>: Because the Leased Premises contains the only thermostat for the entire property, Lessee agrees to maintain the thermostat at not less than seventy degrees Fahrenheit in the winter months.
- 10. Repairs, Maintenance, Replacements and Alterations. Lessee shall keep and maintain the Leased Premises in the condition it was in at the inception of the term of this Lease, normal wear and tear excepted. Lessor shall be responsible for all repairs and maintenance except as may be required due to the negligent or intentional acts or omissions of Lessee.

The Lessee shall have the right to redecorate the interior of the Leased Premises but in doing so shall not reduce the size or weaken any of the structural portions of the building. Lessee shall not make any alterations or additions to the structure such as walls, roofs, floors, ceilings, foundations, or any other structural part of the building without first obtaining written consent of the Lessor.

Lessor shall be responsible for the replacement of any structural portions of the Leased Premises, including exterior walls and the roof, and shall be responsible for replacement of the heating, plumbing, air conditioning and electrical systems in the Leased Premises if needed, except for the cost of any replacements for the above listed items which are required to be done due to Lessee's or its agent's negligent or intentional acts or omissions.

- 11. <u>Delivery, Acceptance and Surrender Of Premises</u>. Lessor represents that the Leased Premises are in fit condition for use by Lessee. Acceptance of the Leased Premises by Lessee shall be construed as recognition that the Leased Premises are in a good state of repair and in sanitary condition. Lessee shall surrender the Leased Premises at the end of the Lease term, or any renewal thereof, in the same condition as when Lessee took possession, allowing for reasonable use and wear, damage by acts of God, including fires (other than arson) and storms. Before delivery, Lessee shall remove all business signs placed on the Leased Premises by Lessee and restore the portion of the Leased Premises on which they were placed in the same condition as when received.
- 12. <u>Inspection of Premises</u>. Lessee agrees to permit the Lessor, or its agents, to enter upon and view the Leased Premises herein leased at any and all reasonable times for all reasonable purposes.
- 13. <u>Signs</u>. Lessee may install a sign in the window of the Leased Premises provided the size, style, location and character thereof shall have been first approved by Lessor, which approval shall not be unreasonably withheld.

- 14. <u>Insurance</u>. Lessee shall provide and keep in force at its own expense during the term of this Lease public liability insurance with respect to the Leased Premises with public liability insurance providing for limits of not less than \$1,000,000 for injury or death to one person, and \$1,000,000 for any one accident, and \$500,000 with respect to damage to property. Such policy (policies) shall name Lessor as additional insured under the Lessee's liability policy as their interest would appear in the said Leased Premises, and Lessee agrees to provide Lessor with a certificate evidencing that such insurance is in full force and effect during the term of this Lease. In addition to the aforementioned liability insurance policy, Lessee shall solely be responsible for having fire, liability and extended coverage insurance on all its equipment, materials and any other items located in the Leased Premises. Also, Lessor shall obtain and maintain adequate fire and extended insurance coverage on the Leased Premises, a copy of which policy shall be given to Lessee, and the premiums for which policy Lessor shall pay in full.
- 15. <u>Assignment, Sublease or License</u>. Lessee shall not assign or sublease the Leased Premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Lessee to occupy the Leased Premises or any part thereof without first obtaining the written consent of Lessor. A consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Lessee shall be void and shall terminate the Lease at the option of Lessor. The interest of Lessee in this Lease is not assignable by operation of law without the written consent of Lessor.
- 16. <u>Damage to Premises</u>. In the event the Leased Premises are more than fifty-percent (50%) destroyed by fire or other casualty, Lessor and/or Lessee shall have the right to cancel and terminate this Lease by giving a written notice to the other within fifteen (15) days after such damage. If no such notice is given, then Lessor shall be obligated to restore and repair the Leased Premises with a structure of substantially the same character and condition as existed immediately prior to such occurrence, but Lessor shall, in no event, be called upon to repair, replace, or rebuild any such building or improvement or pay any of the cost or expenses thereof, beyond or in excess of the insurance proceeds received by Lessor as herein provided. If the insurance proceeds are inadequate and Lessor chooses not to invest funds necessary to restore the structure as set forth above, then this Lease shall terminate. The rent shall abate during the period of repair and restoration. Repair and restoration shall be completed within one hundred fifty (150) days from the date of destruction.

In the event of destruction of less than fifty percent (50%) of the Leased Premises by fire or other casualty, Lessor shall promptly rebuild and repair the Leased Premises and shall start such rebuilding and repairs within thirty (30) days from the date of the occurrence, and complete same within one hundred fifty (150) days from the date of destruction. Lessor shall, in no event, be called upon to repair, replace or rebuild any such building, or improvement, or to pay any of the cost or expenses thereof beyond or in excess of the insurance proceeds received by Lessor as herein provided. Rents shall continue to be paid by Lessee in the event that the damage is less than fifty percent (50%) of the Leased Premises, reduced pro rata for that portion of the Leased Premises not available to Lessee because of the destruction.

Whether or not the Leased Premises are more or less than fifty percent (50%) damaged shall be determined by the amount of square footage of the Leased Premises that is untenantable due to the

destruction, and same shall be determined by the fire inspector, if not otherwise agreed upon by Lessor and Lessee.

- 17. Default and Forfeiture. Lessor does covenant that the said Lessee paying the rents hereby reserved and performing and observing the several covenants, conditions, provisions and preservations herein contained, may peaceably hold and enjoy the said Leased Premises during said term without interruption from the Lessor, but if the Lessee shall fail to pay the rents aforesaid at the times and in the manner expressed in this Lease, or shall fail to comply with any of the covenants, conditions, provisions or reservations of this Lease to be observed and performed by it, then in that case, at its option, after ten (10) days' written notice, the said Lessor, its agents, attorneys or assigns, shall have the full right to vacate and cancel this Lease forthwith, and declare all the covenants, conditions, provisions and reservations thereof null and void; whereupon the said Lessee shall yield up to the Lessor, its agents, attorneys, or assigns full, quiet, peaceable and immediate possession of the premises hereby leased; and the said Lessor, at its option, may institute proceedings in law or equity to collect delinquent and future rents due under this Lease agreement shall become due and payable immediately.
- 18. Lessee's Fixtures. The Lessee agrees to pay all necessary charges and expenses, including any connection charges, for the installation of any of its fixtures in the Leased Premises. The Lessee shall have the right to remove from the Leased Premises all its fixtures provided that all such fixtures shall be removed at the date of the termination of this Lease or any extension or renewal thereof and provided further that the Lessee shall restore and repair any damage caused by the removal of said fixtures to the Leased Premises. In the event the Lessee fails to remove any fixtures at the termination of this Lease or any extension thereof, then such fixtures shall be considered abandoned and the title by virtue of such abandonment and this Section shall be considered to pass from the Lessee to the Lessor. Notwithstanding the foregoing, Lessee shall not remove any of the improvements made in lieu of rent per section 3 hereof.
- 19. <u>Improvements to the Property</u>. The Lessee may not make any nonstructural alterations, additions or improvements in and upon the Lessed Premises without the consent of the Lessor, which consent shall not be unreasonably withheld. All such alterations, additions or improvements shall be made at the Lessee's cost and expense and shall become and remain the property of the Lessor.
- 20. <u>Taxes</u>. Lessor shall be responsible for all real estate taxes and special assessments, etc. attributable to the Leased Premises, which real estate taxes shall be paid in a timely manner as they become due.
- 21. Effect of Lessor's Waiver. Lessor's waiver of breach of one term, covenant or condition of this Lease is not a waiver of breach of others, nor a subsequent breach of the one waived. Lessor's acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installment or installments accepted.
- 22. <u>Surrender Of Premises</u>. Lessee, upon termination of this Lease by lapse of time, cancellation by Lessor, or otherwise, agrees peaceably to surrender to Lessor the Leased Premises, including all alterations, additions, improvements, and repairs made thereto (but excluding all trade fixtures,

equipment, signs and other personal property installed by Lessee) in good repair, except for ordinary wear and tear.

23. <u>Notice</u>. Any notice given by either party hereto under the provisions of this Lease shall be effective only when made in writing and delivered to the other party at the address given below:

LESSOR:

Pillars, Inc.

Attn: Jerome Martin 605 E Hancock St Appleton, WI 54911

LESSEE:

Fox Valley Technical College

Attn: Jill McEwen P.O. Box 2277

Appleton, WI 54913-2277

However, either party may designate a different address by giving the other party notice in writing of the change. Rentals payable to Lessor shall be paid by Lessee at the same address prescribed for delivery.

- 24. <u>Amendment</u>. It is understood and agreed that this Lease may only be amended by an agreement in writing signed by both parties hereto.
- 25. <u>Parties Bound</u>. All the terms, covenants, agreements and conditions herein contained shall apply to and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 26. <u>Headings</u>. The headings used herein are for convenience and reference purposes only and shall not affect the construction or interpretation of this agreement.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, in duplicate, on the day and year first above written.

LESSOR:

PILLARS, INC.

LESSEE:

FOX VALLEY TECHNICAL COLLEGE

Jerdme Martin, Sr. Director of

Crisis Housing

By: Dr. Susan A. May, President