

(ATTACHMENT 10) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Contract Requisition Number: CR062457

Contract Number: C031992

Vendor Number: V0565725

**AWARE SUBAWARD AGREEMENT
BETWEEN
Milwaukee Board of School Directors
AND
Wisconsin Department of Public Instruction**

This is a Subaward agreement between the *Milwaukee Board of School Directors* (“*PTE or Milwaukee Public Schools (MPS)*”) and Wisconsin Department of Public Instruction (“Subrecipient”).

The total project cost of this Subaward will not exceed **\$112,500** (one hundred twelve thousand five hundred dollars).

A. PURPOSE OF THE SUBAWARD

A.1 The purpose, goals and objectives of this Subaward to the Subrecipient is to fund the provision of consultation and support services through a .25 LTE “SEA Coordinator,” according to the terms of the Project AWARE MPS RISE grant project.

A.2 This Subaward is issued to the Subrecipient on the expressed condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which includes the approved Project Work Plan (**ATTACHMENT I**); and the Approved Project Budget (**ATTACHMENT II**). All attachments and appendices are incorporated herein and made a part of this Subaward Agreement.

B. PERIOD OF SUBAWARD AGREEMENT

B.1 This Subaward Agreement becomes effective on the date of signing and shall apply to commitments made by the Subrecipient in furtherance of program objectives during the period commencing on **June 1, 2024** and terminating no later than the completion date of **December 30, 2026**.

B.2 All expenditures made with funds provided under this Subaward shall be for allowable program expenditures incurred during the period of this Subaward.

C. GRANT AWARD CLAIM

SPECIAL AWARD CONDITIONS

No work shall commence before a Subrecipient receives a fully executed Subaward Agreement and has been given approval to proceed. Any work performed by the Subrecipient prior to obtaining a fully-executed Subaward Agreement with approval to proceed shall not be compensated pursuant to this Subaward Agreement. Any continuation of the Subaward Agreement beyond this term must be set forth in writing and signed by the original signatories to the Subaward Agreement.

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1. COMPENSATION

Total compensation to Subrecipient under this Subaward Agreement shall not exceed \$112,500.

PTE reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted monthly to:

Milwaukee Public Schools
ATTN: Nicole Cain
6620 W Capitol Dr.
Milwaukee, WI 53216
cainn@milwaukee.k12.wi.us

A properly submitted invoice must include a detailed description of the services provided during the month of the invoice. As a matter of practice, PTE attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Subaward Agreement.

Unless otherwise specified, PTE shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

2. NON-APPROPRIATION OF FUNDS

This Subaward Agreement is contingent upon the appropriation of sufficient funds by appropriate PTE officials. If funds are not appropriated, Subrecipient agrees to take back any commodities furnished under the Subaward Agreement, terminate any services supplied to PTE under the Subaward Agreement, and relieve PTE of any further obligations under the Subaward Agreement.

3. NON-DISCRIMINATION

In the performance of work under this Subaward Agreement, Subrecipient shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Subrecipient is required to include a similar provision in all further Subawards or contracts made pursuant to this Subaward Agreement.

If PTE determines Subrecipient has violated this non-discrimination policy, PTE may terminate this Subaward Agreement without liability for undelivered services or materials. PTE may also deem the Subrecipient ineligible to participate in future Subawards with PTE.

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4. INDEMNITY

Notwithstanding any references to the contrary, to the extent allowed by law, including but not limited to, Wis. Stats. Sec. 893.82 and 895.46, Subrecipient assumes full liability for all of its acts or omissions in the performance of this Subaward, as well as the acts or omissions of its further Subrecipients or contractors. Subrecipient shall indemnify and hold harmless PTE, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against PTE as a result of granting of this Subaward to said Subrecipient, or that may result from the carelessness or neglect of said Subrecipient, its agents, or employees.

In accordance with applicable laws, PTE shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of PTE's negligence for acts, policies, or directives that affect the activities covered by this Subaward Agreement.

5. TERMINATION

Either party may terminate this Subaward Agreement at any time for any reason by giving the non-terminating party 20 days' written notice by Registered or Certified Mail of such termination. In the event of said termination, Subrecipient shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Subrecipient shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Subaward.

6. ASSIGNMENT LIMITATION

This Subaward Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

7. NOTICES

Notices to either party provided for in this Subaward shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Subaward, or to their designees as outlined in Section 12: Contacts.

8. INTEGRATION / SEVERABILITY

This Subaward Agreement and its exhibits and addenda, if any, constitute the entire Subaward among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Subawards among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Subaward Agreement shall be effective unless the same shall be in writing and signed by both Parties.

If any term or provision of this Subaward Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Subaward shall be interpreted as if such invalid Subawards or covenants were not contained herein.

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9. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Subaward. The validity, construction, enforcement and effect of this Subaward shall be governed solely by the laws of the State of Wisconsin.

10. FORCE MAJEURE

PTE will not be liable to pay Subrecipient for any work that the Subrecipient is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond PTE's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

11. STUDENT DATA

Subrecipient acknowledges that student data is protected by both federal and state law. See Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 et seq. If PTE determines that Subrecipient has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the PTE may have, PTE shall be entitled to immediately terminate this and every other existing Subaward without further liability. Moreover, PTE may bar Subrecipient from future PTE Subawards for varying periods up to and including permanent debarment.

12. Contacts

PTE provides the following addresses as the *primary point of contact* in respect to any notice which may arise out of or in connection with this Subaward:

Name and Title:	Nicole Cain
Organization:	Milwaukee Public Schools
Street Name and Number:	6620 W. Capitol Drive
City, State and Zip:	Milwaukee, WI 53216
Country:	United States
Telephone Number:	414-438-3416
Fax Number:	N/A
Email Address:	cainn@milwaukee.k12.wi.us

The **Subrecipient** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Subaward:

Name and Title:	Susan Piazza
Organization:	Department of Public Instruction
Street Name and Number:	125 S. Webster St.
City, State and Zip:	Madison, WI 53703
Country:	USA
Telephone Number:	608-266-5198
Facsimile Number:	N/A
Email Address	Susan.Piazza@dpi.wi.gov

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IN WITNESS WHEREOF, the parties here to have executed this Subaward Agreement on the day, month and year first above written.

SUBRECIPIENT (Vendor #: V0565725)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
*Janine Adamczyk, Director
Procurement & Risk Management*

Date: _____

Date: _____

Wisconsin Department of Public Instruction
PO Box 7841
Madison, WI 53707
PHONE NUMBER

By: _____
*Keith P. Posley, Ed.D.,
Superintendent of Schools*

Date: _____

SSN / FEIN: [REDACTED]

Budget Code: CDV-0-S-DX4-DE-ECTS

By: _____
*Marva Herndon, President
Milwaukee Board of School Directors*

Date: _____

Reviewed by Insurance Compliance:

By: _____

Date: _____

Reviewed by Contract Compliance:

By: *Jiquinna Cohen* _____

Date: 04.24.24 _____

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**ATTACHMENT I
APPROVED PROJECT WORK PLAN**

- The SEA coordinator will support improvement in school-aged youth and family-serving school-based mental health systems by serving as an active member of the Project RISE Advisory committee and collaborate, as required by the grant, with the Office of Children’s Mental Health and the RISE administrative team.
- The SEA coordinator is expected to maintain regular communication with RISE Project Director (PD) and provide relevant information and updates from the Wisconsin Department of Public Instruction to inform/guide project activities consistent with WDPI best practices.
- The SEA coordinator will provide technical assistance and access to resources to the RISE Project Director including, but not limited to Trauma Sensitive Schools (TSS) practices, social and emotional learning (SEL), Youth Mental Health First Aid (YMHFA), bullying prevention programming, Compassion Resilience.
- The SEA coordinator will support Project RISE up to 10 hours per week.

**ATTACHMENT II
PROJECT BUDGET**

	Federal Funds			TOTAL
	Year 2 12/31/23- 12/30/24	Year 3 12/31/24- 12/30/25	Year 4 12/31/25- 12/30/26	
SEA coordinator - The .25 FTE will be part of the advisory board to support improvement in school-aged youth and family-serving school-based mental health systems.	\$ 37,500	\$ 37,500	\$ 37,500	\$ 112,500