

(Attachment 4) ACTION ON A REQUEST TO AUTHORIZE FINAL CONTRACTS
FOR TITLE IA SERVICES FOR NON-PUBLIC STUDENTS AND
TITLE IIA PROFESSIONAL DEVELOPMENT SERVICES FOR
NON-PUBLIC SCHOOL PERSONNEL

FOR MPS OFFICE USE ONLY

PR#: CR009390

PO#: C021672

VN#: V008760

**MASTER AGREEMENT REGARDING THE PROVISION OF TITLE IA SERVICES TO
ELIGIBLE CITY OF MILWAUKEE STUDENTS ENROLLED IN NON-PUBLIC SCHOOLS
AND TITLE IIA PROFESSIONAL DEVELOPMENT SERVICES TO NONPUBLIC SCHOOL
PERSONNEL**

This AGREEMENT (“Agreement” or “Master Agreement”) is entered into this 1st day of July 2014, by and between the Milwaukee Board of School Directors (“MPS”) and Non-Public Educational Services, Inc. (NESI) (“Provider”).

WHEREAS, MPS is responsible for arranging for the provision of Title IA educational services and Title IIA professional development services and for the monitoring of such services for the purpose of improving academic achievement; and

WHEREAS, MPS has issued RFP 850 to choose a provider for Title IA Services for eligible city of Milwaukee students attending non-public schools and Title IIA professional development services for non-public school personnel.

WHEREAS, Provider was chosen pursuant to RFP 850 to provide Title IA educational service for City of Milwaukee resident students attending non-public schools and Title IIA professional development services to nonpublic personnel; and

WHEREAS, Provider and MPS have mutually agreed to enter into an agreement based upon the recommendation of a committee of MPS administrative personnel and non-public school representatives.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence upon full execution of the Agreement and terminate on June 30, 2015. Upon mutual agreement, the Agreement may be extended for two additional one-year term.

II. SCOPE OF SERVICES

Provider shall provide Title IA services to eligible City of Milwaukee residents attending non-public schools and Title IIA professional development services to non-public school personnel in accordance with RFP 850 (herein expressly incorporated by reference), Vendor’s Response to RFP 850 (herein expressly incorporated by reference), and all applicable laws, rules, regulations and guidance for Title IA Non-public Targeted Assistance and Title IIA programs. Provider shall provide all necessary equipment, materials and supplies to effectively offer the Title IA services to eligible students and Title IIA professional development services to non-public school personnel. All equipment, materials, and supplies purchased with Title I and Title II funds remain the property of Milwaukee Public Schools and must be labeled and inventoried as set forth in section V. Materials purchased with Title I and Title II funds must remain with the school that generated the Title allocation. This includes proprietary curriculum. No materials may be moved or transferred without the consent of the Milwaukee Public Schools Title I Office. Provider must ensure that Title IA inventory is used only by Title IA staff and only with eligible students receiving Title IA services. Provider may allow non-public school staff members working with students receiving Title IA services to borrow professional development materials. Title II, Part A funds may be used to purchase materials and supplies that are the focus of the professional development. Title II, Part A does not permit the use of program funds to purchase materials and supplies (e.g., graphing calculators, iPads, Kindles) that, although they may benefit students, are not directly connected to the teachers’ professional development.

Provider must employ a sufficient number of certified and properly trained persons to effectively offer the Title IA services. Teachers must hold current State of Wisconsin teaching licenses. Paraprofessionals must have:

- A. At least two years of higher education which is equivalent to at least 48 semester hours from an accredited higher education institution, or
- B. Obtained an associate (or higher) degree.

All Title IA paraprofessionals in targeted assistance schools must work under the close supervision of certified teachers. Provider shall maintain a list of qualified substitute personnel to ensure continuity of services in cases of extended staff absence. A qualified substitute has at minimum an undergraduate degree and must obtain a substitute license from the Department of Public Instruction. After the 3rd consecutive day of a teacher's absence the provider may not invoice MPS for instructional time until the teacher returns or a substitute teacher is provided. After the 20th consecutive day of the certified teacher's absence, a certified teacher substitute must be provided.

Provider's program shall provide participating children an equitable opportunity to meet the Common Core State standards or alternative high standards in reading and mathematics. The program must be based on effective methods and instructional strategies for improving achievement that are founded on scientifically based research; give primary consideration to providing extended learning time; and provide an accelerated, high-quality curriculum. The instructional program developed by the Provider shall not only supplement but also coordinate with the instruction that the non-public school children are receiving in their regular classrooms.

The Provider shall develop and implement strategies for timely and meaningful consultation between the contracted Title IA personnel and the non-public school teachers of participating children to ensure that the Title IA instructional program supplements and is coordinated with regular classroom instruction received by the non-public school participants. Such communication shall be conducted in a manner that shall avoid excessive entanglement between the Title I personnel and non-public school staff.

The Provider shall provide high quality Title IIA professional development services to private school educational personnel.

According to Title IX, section 9109(34) of ESEA high quality professional development means:

- Improve and increase teacher knowledge of academic subjects and enable teachers to become highly qualified
- Integral part of broad school-wide educational improvement plan
- Give teachers and principals the knowledge and skills to help students meet challenging State academic standards
- Improve classroom management skills
- Are sustained, intensive and classroom focused and are not one day or short term workshops
- Advance teacher understanding of effective instruction strategies that are based on scientifically based research, and
- Are developed with extensive participation of teachers, principals, parents and administrators.

The core academic subjects are English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography.

The Provider shall report any difficulties in establishing or maintaining contact or with instituting services at assigned schools and provide MPS with copies of written communications sent to participating non-public schools as they are sent.

Provider must ensure that all students to whom it is providing services meet Title IA eligibility requirements.

Provider must ensure that all non-public school personnel to whom it is providing professional development services meet Title IIA eligibility requirements. Principals, teachers and other educational personnel of core academic subjects are eligible to participate in Title IIA professional development.

Provider shall notify the Superintendent of Milwaukee Public Schools of any correspondence received from the United States Department of Education or the Wisconsin Department of Public Instruction that requires a formal response.

Provider shall make all necessary and appropriate accommodations and/or modifications to ensure each student – including students with disabilities may access Title IA services.

Provider shall ensure that eligible private school educators have an opportunity to participate in Title IIA activities. Title IA and Title IIA services must be secular, neutral, and non-ideological.

The Provider shall use the amount allocated for parent involvement under the contract (an amount to be specified by MPS each year for each school) to carry out parent involvement activities, including family literacy and parenting skills; and use the professional development funds allocated to provide professional development activities (an amount to be specified by MPS each year for each school). The Provider shall plan and order food for parental involvement (PI) activities based on past history of the number of parents that attended PI activities at each individual school. Unreasonable purchases of materials, food, and presenters will not be reimbursed if not aligned to past history of parent attendance at PI events. Title I funds should not be used to purchase food for non-public personnel, Title I staff or students. The purchase of food for parent involvement activities is allowable as long as there is a connection to a programmatic purpose and the cost is reasonable.

The Provider shall provide oral and written instructions to its staff emphasizing that the Title IA and Title IIA programs must be conducted in compliance with the restrictions and safeguards set forth in this contract to ensure the secular nature of the Title IA and Title IIA programs, including the provisions on selection of personnel, instructional facilities, communication between employees of the provider and non-public school personnel, monitoring instrument, and limitations on instructional activities.

The Provider shall obtain suitable facilities for providing Title I services to selected non-public school students in accordance with all applicable laws. Provider shall ensure that reasonable accommodations are made for students with disabilities.

Provider must perform unannounced visits to all Title I sites serving non-public school children on a rotating basis during each school year to ensure the maintenance of the secular nature of the programs.

Provider must use an assessment system identified and supplied by MPS to accurately reflect the progress of children and nonpublic school personnel served.

All services to students shall be of sufficient duration, focus, and frequency to allow significant student achievement gains as further defined herein.

III. COMPENSATION

The total dollar amount of this Contract is not to exceed \$5,128,747.71. The total dollar amount is a combination of Title IA and Title IIA funding. When separated by funding source the dollar amount of this Contract is not to exceed \$4,773,712.15 for Title IA services and not to exceed \$355,035.56 for Title IIA services further broken down by school and by expenditure type in the attached Exhibit A and B. The dollar amount is preliminary only. The *finalized* contract dollar amount by school and by expenditure type will be sent out as soon as practical after the Wisconsin Department of Public Instruction (DPI) gives MPS the final numbers.

Please note Exhibit A does not include deductions for the cost of the Measures of Academic Progress (MAP) testing. Each school's instructional allocation will be reduced by the billing cost for the MAP assessment for Title IA tested students. An estimate of the MAP billing cost will be deducted from the updated invoice template. Students billed by NWEA for MAP testing because they were wrongly submitted by the provider on the Class Roster File (CRF) will be deducted from the provider's reimbursement.

In no event shall Provider expend more than 50% of the amounts allocated for Title IA in each category (instruction, parental involvement, professional development) and set forth in the *preliminary* Exhibit A before receiving the finalized budget, as the encumbrances may decrease in the finalized budget. In the event that the finalized budget categories of professional development and parent involvement are decreased more than 50% and result in a zero or negative balance, instruction funds may be used for parental involvement and professional development expenditures. In no event shall the Provider expend more than 50% of the amounts allocated for Title IIA professional development and set forth in the *preliminary* Exhibit B before receiving the finalized budget, as the encumbrances may decrease in the finalized budget.

In no event shall reimbursement for Title IA services to eligible City of Milwaukee resident students and Title IIA professional development services for non-public school personnel exceed amounts allocated under each category and set forth in the finalized Exhibit A and B (or 50% of the preliminary allocations in each category in Exhibit A and B). Expenditure of funds in the provision of services to eligible students and non-public school personnel at individual schools is contingent upon the school's acceptance of Title IA and/or Title IIA services, cooperation in the provision of required information (student eligibility information, for example), and continuing viability as a school program.

It is expected that Title I and Title II services will be delivered based upon available school allocations. Failure to provide such services in a timely and satisfactory way may result in the reassignment of school allocation(s) to another provider or a District decision not to renew a contract for subsequent school years. Provider may not increase the instructional FTE rate due to late start up at a school. The instructional rate may not exceed \$81,369.00 per 1.0 FTE. This FTE rate includes all instructional personnel such as teachers, supervisors, and counselors.

MPS does not pay in advance for services. Payment will be made only after submission of a properly submitted invoice.

IV. OUTCOME MEASURERS

The following Outcome Measurements will be used by MPS to measure the effectiveness of the Title IA and Title IIA program:

Indicator(s)	Expected Outcomes	Timeline for Outcomes	Progress Monitoring Dates
Attendance: Attendance at Title sessions	Title IA enrolled students at each school will have at least 87% attendance rate.	May 2015	Title IA enrolled students' attendance at each school will be reviewed monthly for positive improvements.
Test Participation: Test participation rate of Title IA vendor tested students on the NWEA MAP reading assessment	At least 95% of vendor tested students enrolled at test time will participate on the NWEA MAP reading assessment in fall, winter, spring.	June 2015	Data will be reviewed at each NWEA MAP reading assessment administration (fall, winter, spring)
Test Participation: Test participation rate of Title IA vendor tested students on the NWEA MAP math assessment	At least 95% of vendor tested students enrolled at test time will participate on the NWEA MAP math assessment in fall, winter, spring.	June 2015	Data will be reviewed at each NWEA MAP math assessment administration (fall, winter, spring)
Growth: The percentage of Title IA students showing growth on NWEA MAP reading assessment	At least 80% of the students participating in the fall 2014 MAP reading assessment will have a RIT score gain equal to or greater than the corresponding grade level district average on the spring 2015 MAP reading assessment.	June 2015	Data will be reviewed after the winter and spring NWEA MAP reading assessment administration.

Growth: The percentage of Title IA students showing growth on NWEA MAP math assessment	At least 80% of the students participating in the fall 2014 MAP math assessment will have a RIT score gain equal to or greater than the corresponding grade level district average on the spring 2015 MAP math assessment.	June 2015	Data will be reviewed after the winter and spring NWEA MAP math assessment administration.
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If the Provider has not made sufficient annual progress, MPS may (1) request modifications to the instructional program that are warranted and have the greatest likelihood of improving participation and performance; (2) reduce the number of schools or students being served by Provider and corresponding allocations; or (3) terminate all services under this Agreement.

V. PROVIDER’S DELIVERABLES AND REPORTING

A. Provider shall provide the following documentation prior to the beginning of services:

1. Proof that teachers and staff are certified. Provider must turn in a printout from the DPI demonstrating that each teacher holds a current State of Wisconsin teaching license.
2. Provider must provide proof that each of its employees, agents, volunteers, sub-contractors or other personnel providing services on behalf of the Provider has passed a criminal background check within the last 12 months.
3. Provider’s proof of insurance. If children that should be receiving services are unable to receive services due to failure by the Provider to obtain insurance for a period of five (5) school days, those children will be reassigned to another provider.

B. Provider shall ensure that services are delivered in accordance with the following:

1. Provider shall ensure that there is a minimum assigned ratio of students to teachers of 6:1 and a maximum assigned ratio of 8:1, unless otherwise approved in writing by the Supervisor of the MPS Title I Office.
2. Provider shall ensure that there is a minimum of 120 minutes per subject area delivered over at least two class periods per five instructional days per child, unless otherwise approved in writing by the MPS Title I Supervisor.
3. Provider shall ensure that MPS Title I Tags/stamps are affixed to all non-consumable materials and MPS Fixed Asset Tags affixed to technology and items over \$500 in value purchased with Title funds and inventoried according to those numbers. These labels should be received from the Title I Office. There may be no advertising/company logos/school logos on any purchased Title IA and IIA materials.
4. Provider shall ensure that professional development activities to be carried out for private school personnel is based on a review of scientifically based research and is expected to improve student academic achievement.

C. Provider shall meet the following deadlines for the specified meeting(s) and deliverables: Payments will be withheld until deadlines are met.

1. Initial Meeting

The Provider shall meet with designated MPS officials within no more than ten (10) working days after the effective date of this Agreement to discuss all aspects of services to be delivered pursuant to this Agreement (“Initial Meeting”). Provider shall be prepared to discuss all aspects of the Management Plan and Report, outlined in Sections 2.2 and 2.4 of RFP 850.

2. Data Regarding Professional Development and Parental Involvement Workshops to be Included in Catalogs (updates submitted by May 31st)

- (a) Provider shall submit a description of all professional development and parental involvement workshops and activities to be listed in the Title I and II Professional Development Catalog and

the Title I Parental Involvement Catalog with a precise breakdown of all fees associated with the services.

- (b) Approval will be based on reasonableness of costs as determined by the Title I Office.
- (c) In no event will MPS reimburse more than the fees set forth in the catalog without written pre-approval from the Title I Office.
- (d) Provider may work with non-public schools and participants to charge less than what is listed in the catalogs for a workshop or activity.
- (e) MPS reserves the right to omit from the catalog all workshops or activities if fees are deemed unreasonable or excessive.

3. MAP Assessment Roster Report (two weeks prior to the MAP testing window- fall, winter, and spring)

- (a) Provider must provide a roster excel file to reflect all students who receive Title IA services for the current school year.
- (b) Provider must submit an updated roster excel file weekly during the MAP testing window.

4. Master Enrollment Sheet Records (due a week after MAP testing window closes- fall, winter, and spring)

- a) Provider must submit a current Master Enrollment Sheet Record.

5. Auditor's Report (by October 1 after the year services are delivered) (see Section 2.14 of RFP 850)

- (a) Provider shall ensure its auditor forward directly to MPS its audit for the prior year's services in accordance with Budget Circular 1-133.
- (b) If the first year of delivering services, Provider shall submit a copy of the Engagement Letter from an independent CPA to perform the audit at year-end.

6. Quarterly Administrative Reports (due October 31, January 31, April 30, and July 15)

Provider must provide Title IA and Title IIA documentation sufficient to justify the requested 8% Administrative fee for Title I and 5% Administrative fee for Title II by providing a line item description of all expenses for each Title. Provider must ensure that it is allocable to the appropriate quarter using the following expense categories as applicable:

- Salaries
- Fringe
- Supplies
- Contractual
- Local Travel

7. Eligibility Report (by November 1 and 5 days prior to summer services).

Provider shall maintain a report of non-public school children who are eligible to participate in the Title I program ("Eligibility Report") by October 1 for fall services and 5 days prior to the beginning of summer Title IA services. Provider will have to submit two (2) summer school Eligibility Reports if summer services begin after July 1 at the beginning of the contract year and if summer services begin again prior to June 30 at the end of the contract year. The Eligibility Reports must contain the following:

- (a) Demographic Information - by student including:

- Gender
- Race(s)/ethnicity(ies)
- Special education needs
- ELL
- Migrant
- Homeless;

- (b) Eligibility criterion;

- (c) Title I ranked needs and subject area needs for each student being served;
- (d) Current school enrollment information;
- (e) Assurance from participating schools that all participating students are City of Milwaukee residents
- (f) Assurance from school official of parent consent for all Title I program participants; and
- (g) If applicable, signed statements of the non-public school administrators who have refused all or part of the services available to them – or if not available, a copy of a certified letter to the school documenting the refusal. No students with lower Title I ranked needs will be served until all students with higher ranked need are being served.

8. Inventory report (by the 15th of each month)

A combined Title IA and Title IIA inventory spreadsheet shall be updated monthly and submitted to the Title I office to reflect additional materials purchased. The report must include an inventory spreadsheet listing:

- (a) All non-consumable materials purchased for use for non-public school Title I program.
- (b) Location (building and location within building)
- (c) Initial value
- (d) Year of purchase
- (e) Condition and description
- (f) Serial number if available
- (g) MPS Fixed Asset Tag number
- (h) Dates and explanation for disposals, losses, theft, transfers, or storage (the MPS Title I office must be notified for any of these events)

9. Management Report (by November 1).

Provider shall file a combined Title IA and Title IIA Management Report that sets forth the following for each Title:

REQUIRED FOR TITLE I:

- (a) A needs assessment in consultation with the non-public school;
- (b) An updated Management Plan (in consultation with the non-public school) for the accomplishment of the tasks, subtasks, key events/calendar of events, deadlines, deliverables, and a plan to assess annual progress that must be reviewed and approved;
- (c) A list of all employees, substitute teachers, volunteers, contractors and any other persons providing services under this Agreement. Provider shall include a spreadsheet that contains:
 - Staff name
 - Job title
 - Employment status (FTE – 1.00 or less)
 - Employee salary
 - Certification
 - Expiration date
 - Criminal background check (yes/no – record/no record) If record, include criminal background check(s)
 - Month/date/year background check completed
 - List of qualified substitute personnel

- (d) A listing of students served and demographic information including for each school students served - by grade level:
 - Number of male and female students
 - Race(s)/Ethnicity(ies) of students
 - Total number of students served
 - Number of Special Education students
 - Number of English Language Learners (ELL) students
 - Number of migrant students
 - Number of homeless students;
- (e) The status of the implementation of the parental involvement activities under Title IA;
- (f) The status of the implementation of professional development activities as required by Title IA; and
- (g) The approach to communication with classroom teachers; including how and when communications between the Title I personnel and the participating children's regular classroom teacher will occur. Provider shall update the report if additional students are tested to add the results of the pre-tests or other changes occurring throughout the year.

REQUIRED FOR TITLE IIA:

- (a) A professional development plan in consultation with the non-public school;
- (b) An updated Management Plan (in consultation with the non-public school) for the accomplishment of the tasks, subtasks, key professional development events/calendar of events, deadlines, deliverables, and a plan to assess annual progress that must be reviewed and approved;
- (c) A list of all employees, substitute teachers, volunteers, contractors and any other persons providing services under this Agreement. Provider shall update the list on a monthly basis as new personnel are hired. Provider shall include a spreadsheet that contains:
 - Contractor's name
 - Job title
 - Topics of expertise
 - Employment status (FTE – 1.00 or less)
 - Experience
 - References
 - Education/Certification
 - Expiration date
 - Criminal background check (yes/no – record/no record) If record, include criminal background check(s)
 - Month/date/year background check completed
- (d) A listing of staff served and detailed information including for each school staff served - by subject area:
 - Total number of staff served
 - Years of experience of staff served
- (e) The status of the implementation of professional development activities as required by Title II; and
- (f) The approach to communication with contractor's employees and non-public school personnel; including how and when communications between the contractor's employees and non-public

school personnel will occur. These discussion and meetings shall be limited to mutual professional concerns regarding the Title IIA program.

10. Demographic Report (July 20, 2015)

The provider shall submit a Demographic Report in the Excel format designated by MPS. The Demographic Report will list the number of students that received even one day of Title I services during the year. The report will be organized by school, by grade level, and include the following designations:

- (a) Gender
- (b) Ethnicity
- (c) Neglected
- (d) ELL
- (e) Homeless
- (f) Migrant

11. End of the Year Report (by July 31, 2015)

The Provider shall generate a combined Title IA and Title IIA End of the Year Report including but not limited to a review of the following for each Title:

REQUIRED FOR TITLE IA:

- (a) Final eligibility and selection of children served in the required format;
- (b) A description of program services and activities, especially new services, activities, methods, etc., and the result of their use;
- (c) A description of the performance of Title I personnel, including a description of performance ratings, description of exceptional instruction and services, description of and reasons for unsatisfactory performance, and other information on teacher performance that may have affected, positively or negatively, student achievement;
- (d) Records of student progress and reports of student progress to parents;
- (e) Results of the assessments/evaluation of each program (i.e., reading, math, language arts, academic counseling, professional development, parental involvement, etc.) to determine whether participating non-public school children are meeting, or making annual progress toward meeting the Common Core State Standards or any alternative standards developed in consultation with participating non-public schools;
- (f) A written description of the process for teacher evaluation of student performance;
- (g) Evaluation of professional development activities conducted for eligible non-public school staff members to determine whether goals are being met;
- (h) An evaluation of the parental involvement activities to determine the effectiveness of the activities in increasing the participation of parents, to identify barriers to greater participation of parents in activities, and to use the findings to improve the strategies for program improvement and parental involvement;
- (i) Records of communication between Title I teachers and non-public school teachers;
- (j) Records of meetings with parents;
- (k) Organization and condition of instructional facilities;
- (l) A description of special problems encountered and solutions applied or anticipated;

- (m) A description of complaints and status of their resolution
- (n) Description of the monitoring procedures used by Providers' instructional supervisors including but not limited to monthly monitoring schedules, records of site visits completed, results of the visits, and any follow-up completed;
- (o) Review of the effectiveness of the maintenance of the secular nature of the programs used for Title I purposes which must include descriptions of all unannounced visits to each Title I staff member on-site each month. The Provider shall visit all Title I sites serving non-public school children on a rotating basis during each school year; and
- (p) Review assigned schools not being served, difficulty in provision of accurate and complete eligibility reports, difficulties in staffing or any other information about services not being offered as required under the terms of the RFP or contract and steps taken to resolve the concerns.

REQUIRED FOR TITLE II:

- (a) A description of program services and activities, especially new services, activities, methods, etc., and the result of their use;
- (b) A description of the performance of Title IIA personnel and subcontractors, including a description of performance ratings, description of exceptional professional development services, description of and reasons for unsatisfactory performance, and other information on professional development providers that may have affected, positively or negatively, the impact of professional development;
- (c) An evaluation of professional development activities conducted for eligible non-public school staff members.
- (d) The total number of staff provided high quality professional development.
- (e) A description of special problems encountered and solutions applied or anticipated; and
- (f) A description of complaints and status of their resolution.
- (g) An inventory spreadsheet listing all non-consumable materials purchased for use for non-public school Title IIA programs. Such materials are to be labeled "Property of Milwaukee Public Schools, Title IIA" and included in an inventory that indicates their location (building and location within building), initial value, year of purchase, condition and description, including serial or MPS tag numbers if available.

VI. INVOICING

By the 15th of each month, Provider shall submit a separate properly completed invoice For Title IA and Title IIA with appropriate back-up documentation attached so that payment may be made. MPS will only issue one check for each Title I and Title II invoice so please ensure that all documentation is complete before submitting an invoice. Expenditures not properly documented will be disallowed.

Invoices shall be submitted to:

Shelley Perkins
 MPS Central Services, Rm. 2
 5225 West Vliet Street
 Milwaukee, WI 53208
 Fax: (414) 475-8074

E-mail: title1invoices@milwaukee.k12.wi.us

A properly submitted Title IA invoice and a separate Title IIA invoice must be submitted electronically and include all of the following for each invoice:

A. Monthly Invoicing Report

This template (in an Excel spreadsheet) is provided by MPS and serves as the basis to document all monthly expenditures for which reimbursement is sought. The report must present cumulative expenditures since the beginning of each contract year;

B. Back-up documentation

1. Pre-Approval Form *or* the catalog number for the services;
 - (a) The Pre-Approval Form must be submitted 30 days before the date of the purchase or event. Pre-Approvals must be completed for any event outside of the Title I Professional development/parental involvement Catalog, Title II Professional Development Catalog or Title II Professional Development Plan. For technology expenditures, pre-approval may require an MPS Network Vendor conducting an on-site visit to the non-public school to make a determination whether the requested technology expenditure is reasonable and necessary to facilitate instruction in the Title I classroom. Please attempt to submit a minimal number of Pre-Approval Forms per month. Any requests for Pre-Approvals received after services are delivered or goods purchased **will be disallowed** on that basis;
 - (b) The Title I-II Professional Development Catalog is a list of previously approved professional development workshops and activities that will be published in catalog format and accessible to all non-public schools;
 - (c) The Title I Parent Involvement Catalog is a list of previously approved parental involvement workshops and activities that will be published in catalog format and accessible to all non-public schools;
2. Instruction billing detail-in an approved format (Title IA only)
3. Dated itemized receipts (for purchases) or dated invoices (for speakers/presenters);
4. Dated sign in sheets (for professional development and parental involvement sessions);
5. Completed Reimbursement for Coursework Form to be provided by the Title I office;
6. Student attendance reports by targeted assistant class period with year to date attendance rate noted (for Title IA invoice only)
7. **Provider shall provide any back-up documentation, including source documents or principal sign off, within 10 business days of request by MPS Title I Department.**

C. Disallowed Payments

MPS **will disallow all or part of the invoice** if any portion of the services is not delivered in strict accordance with this Agreement, the application approved by the DPI, Title IA and Title IIA rules and regulations, and the invoicing requirements set forth herein. In particular, MPS will disallow payment in whole or in part as set forth below:

1. MPS will not pay for services to identify those non-public school children that are eligible to participate;
2. MPS will not reimburse for expenses related to services provided at a school after the date of closing;
3. MPS will not pay for any expenditure related to materials or parent involvement expenditures not previously approved on the Title I Expenditure Report Pre-Approval Form or if approval is sought after delivery of the service or purchase of goods;
4. MPS will not pay for any Title IIA expenditure related to materials and supplies expenditures (e.g., graphing calculators) that, although they may benefit students, are not the direct focus of the teachers' professional development.
5. MPS reserves the right to withhold or disallow payment if services are delivered prior to Provider submitting proof of (1) required criminal background checks; (2) insurance; (3) certified teacher status, (4) student eligibility, or (5) prior to receipt of a fully executed contract; and
6. MPS will not pay for any expenditure not authorized by Title IA or Title IIA rules and regulations, including any recruitment or marketing materials.

D. Final Invoice Due Date

Final invoices with complete documentation must be submitted no later than **4:00 p.m.** on Tuesday, July 14, 2015. Invoices submitted after this date **will not be paid**. Payment will not be made unless The Program Monitoring Report (due July 31) is received.

MPS will offset from the final payment the costs of any inventory, which is not properly accounted for or is missing.

As a matter of practice, MPS attempts to pay all invoices in 30 days of a properly submitted invoice. This is also contingent upon appropriate documentation and satisfaction of HUB requirements. It is mutually agreed that State Prompt pay law does not apply to this contract. Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work.

VII. Recruitment/ Vendor Marketing

Recruitment and marketing to schools outside of the provider’s clientele is limited to the times and methods as detailed below. Any marketing, visiting, or solicitation outside of the circumstances and events listed below are in breach of contract.

During the Vendor Selection Period or for new schools only the following may occur:

- A. Vendor Fair: Providers will have the opportunity to set up displays to advertise their services.
- B. Invitation by School: In the event that a school (outside of the Provider’s clientele) would like to learn more about a particular Provider, the school may extend an invitation to the Provider. The Provider may at that point visit the school and/or present information on their services.
- C. Provider may send mailings to schools to present information on their services and invite schools to learn more.
- D. Provider may have one showcase presentation to which they invite the nonpublic community through a mailing. Provider must submit a copy of the invitation to the Title I office prior to sending it out.
- E. Provider may not give anything of value exceeding \$25 in a contract year to any particular non-public school official or agent (including the provider’s clientele), MPS employee, or member of the Religious and Independent School Advisory Committee (RISAC) committee.
- F. Any recruitment or marketing outside of this section shall be cause for termination pursuant to Section XIV.

During Consultation Meeting (Maximum of two)

- A. Vendor Booth Setup At Consultation Meetings (with prior MPS approval)
- B. Provider may solicit sign up for their company’s listserv at two consultation meetings determined by MPS. Provider must allow users to unsubscribe.

VIII. STUDENT RECORDS AND CONFIDENTIALITY

The Provider shall develop and maintain appropriate individual student records that reflect the needs of participating students and their progress toward meeting the student academic achievement standards in the subject areas in which they are receiving instruction. Providers are bound by state law relating to the confidentiality of student records. Provider shall not disclose to the public the identity of any student eligible for or receiving Title IA services, unless Provider has received written permission of the student’s parent to do so. Provider shall ensure that all participant reports and personal information are kept confidential.

IX. AUDIT RIGHTS

Provider shall use appropriate cash management procedures so that public funds disbursed under this Agreement are discernible from other funds. Provider shall maintain adequate source records, including, but not limited to invoices, payroll records, time sheets, and receipts for up to three years after the termination of this Agreement. Adequate source records include detailed expenditure reports for each of the selected schools.

Provider shall permit authorized representatives of MPS to inspect and audit all data and records of the Provider that are related to Title IA and Title IIA services for a period up to three years after completion of the Contract at any time

and as often as deemed necessary by MPS. Expenditure reports and other information shall be provided to MPS in a format and at the time as requested by MPS or its designee. If an audit identifies costs as inappropriate, MPS shall be entitled to recover any payments for such costs.

MPS also reserves the right to monitor the Provider's instructional program, conduct student documentation reviews and review general program requirements. MPS reserves the right to conduct unannounced on-site review inspection of the operations of the Provider, including but not limited to all pertinent records for the purpose of financial audits and state/federal.

The Provider shall provide MPS with annual audited financial statements conducted by an independent auditor and paid for by Provider if services valued at \$300,000 or more are contracted. Such audits will be conducted as required by the U.S. Office of Management and Budget Circular A-133. The Provider's audit will address all applicable U.S. Department of Education ESEA Title program audit requirements (*See* U.S. Department of Education Edgar Requirements in Section A-133). Additionally, the audit will address program compliance issues as specified by MPS, including employee background and certification checks, accuracy and completeness of required student data (demographic, eligibility, performance, attendance (including hours of service offered and delivered and received per service area)), minimal service levels, timeliness and completeness of reports, and spending per category (Educational Services: instruction, materials counseling; Parental Involvement, Professional Development, and Administration). The independent auditors shall confirm Provider's compliance with the terms of the contract, specifically addressing completion of all Tasks enumerated in this section of the RFP. Annual audit will be completed within 90 days of the close of the contract year. The provider shall ensure that the Auditor submit to MPS two copies of the annual audit report no later than October 1.

If the audit findings reveal a qualified opinion, Provider must set forth and execute a plan to remedy the underlying issue(s) within 6 months. Should the underlying issue(s) not be resolved and MPS in its sole discretion determines the issue(s) to be material, MPS reserves the right to terminate the contract. Should the audit reveal a disclaimer opinion or an adverse opinion, MPS reserves the right to either terminate the contract, or allow the Provider to set forth and execute a plan to remedy the underlying issue(s). Should Provider receive a qualified, disclaimer or adverse opinion for two consecutive years, MPS reserves the right to terminate the contract.

If Provider is a newly formed entity, then a copy of the Engagement Letter from an independent CPA to perform the audit at year-end must be submitted.

X. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Provider will post in conspicuous places, available for employees of the Provider and applicants for employment notices setting forth the provisions of the non-discriminatory clause.

When a violation of the non-discrimination, equal opportunity or affirmative action provisions of this section has been determined by MPS, Provider shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Provider, further violations of this section are committed during the term of the Contract, MPS may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Provider for use in completing the Contract, or it may permit Provider to complete the Contract but, in either event, Provider may be ineligible to participate in future contracts with MPS.

Provider personnel shall hire and assign employees, including Title I personnel, without regard to their religious affiliations, or lack of such affiliations.

XI. CRIMINAL BACKGROUND CHECK

Provider shall ensure that each of its employees, agents, volunteers, sub-contractors or anybody else providing services on behalf of the Provider (“Provider Personnel”) has a criminal background check that ensures that no Provider Personnel has a conviction indicating that the personnel would endanger the health, safety, welfare, or education of any pupil, notwithstanding Wis. Stats. § 111.335. For purposes of this Agreement, a volunteer is any non-paid person who provides services on a regular an ongoing basis for more than five hours a week.

Background factors that would disqualify any Provider employee, agent, volunteer or subcontractor from providing service to MPS includes, but are not limited to, falsification of background information; or conviction of a criminal offense and/or pending charges that substantially relates to the duties and responsibilities to be assigned to and/or performed by Provider under this Agreement; or pending criminal charges alleging acts of a similar nature.

By signing this Agreement, Provider represents and warrants that such investigation has been performed within the last 12 month period through the Wisconsin Department of Justice Crime Information Bureau “(CIB)” on all individuals (both paid and volunteer) whom Provider assigns to perform services under this contract and results are on file with Provider.

For purposes of this Agreement, an out-of-state criminal background check should be completed in the state(s) in which the individual resided for at least 6 months within the last 10 years and was 18 years or older at the time.

At Provider’s request and expense, MPS will conduct a criminal background check of Provider’s employees, agents, volunteers or subcontractors. Any questions regarding MPS standards for background screening may be directed to Candice Hoze, Division of Classified Staffing, at (414) 475-8509.

Criminal background checks may also be completed through the State of Wisconsin Department of Justice. You may download the latest forms from the DOJ website <http://www.doj.state.wi.us/dles/cib/crimback.asp>. The Providers must fill out form: DJ-LE-250A Wisconsin Criminal History Multiple Name record Request. Forms are sent to DOJ with a check to cover the cost.

The Volunteers for Children Act allows Qualified Entities to receive criminal history information from the FBI when fingerprint cards are submitted. Forms to register as a Qualified Entity may be found at www.doj.state.wi.us/dles/cib/forms.

If you have questions, contact:

Wisconsin Department of Justice
Crime Information Bureau
Record check Unit
PO Box 2688
Madison WI, 53701-2688
Ph 608-266-7314
Email: INTCH@doj.state.wi.us

All background checks must be completed prior to the commencement of services under this contract. MPS will NOT be responsible for the payment of any services rendered by the Provider before the completion of the criminal information background checks.

Factors that may lead to the disqualifying of Provider Personnel include but are not limited to falsification of background information, conviction of a criminal offense that substantially relates to the duties and responsibilities to be assigned to and/or performed by Provider under this Agreement, or pending criminal charges alleging acts of a similar nature.

Provider shall submit the results of any crime information records checks received from the Wisconsin Department of Justice CIB, and from other out-of-state agencies in the November Management report and provide updated information with each monthly invoice.

Failure to submit the results of any crime information records checks prior to the provision of services **will result in the termination of services.**

XII. INDEMNITY

Provider shall be required to defend, indemnify and hold harmless MPS, its agents, board members, officers and employees (the Indemnitee) from and against any and all actual or alleged claims, demands, actions, causes of action, injuries, personal injuries, contingent liabilities or damages and reasonable attorney fees, arising out of or in any way related to or associated or arising from the services rendered under the contracted agreement that are or may be brought or maintained by any individual or entity against the Indemnitee. This indemnification obligation shall include any actual or alleged claims or causes of action of any kind against the Indemnitee due to its decision to award a contracted agreement to Provider. This indemnification obligation shall not be reduced in any way by the existence or nonexistence, limitation, amount or type of damages, compensation or benefits payable under workers compensation laws or other insurance provisions. Under no circumstances is the Indemnitee's recovery limited due to the fact that MPS is named as an additional insured under any of the Provider's insurance policies. Provider agrees to accept tender of the defense of any claim or action against MPS falling within the scope of this indemnity.

XIII. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Provider understands and agrees that financial responsibility for claims or damages to any person or to Provider's employees, volunteers and agents, shall rest with Provider. Provider shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, Commercial General Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella (excess) Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Provider by MPS shall be:

A. Commercial General Liability:

Bodily Injury/Property Damage	\$1,000,000 per occurrence/\$2,000,000 Aggregate
Personal and Advertising Injury	\$1,000,000 per occurrence
Sexual Abuse and Molestation	\$1,000,000 per occurrence
Medical Expense Limit – Any One Person	\$ 10,000

Commercial General Liability shall be on an occurrence form covering the risks associated or arising out of the services provided under this contracted agreement. This insurance is not to have any exclusions, sub-limits, or restrictions as respects coverage for sexual abuse/molestation, corporal punishment, athletic events, and use of gymnasium equipment.

B. Automobile Liability (if vehicles are needed in the performance of services):

Bodily Injury/Property Damage	\$1,000,000 per occurrence
Uninsured/Underinsured Motorists	\$1,000,000 per occurrence

Business Auto Liability insurance including, but not limited to, Uninsured Motorists, Underinsured Motorists, and contractual liability for risks assumed in this contract covering the use of any vehicle in an amount not less than \$1,000,000 per accident. (Verification of this coverage is needed only if vehicles will be used while providing services under this contract).

C. Umbrella (Excess) Liability:

Bodily Injury/Property Damage	\$4,000,000 per occurrence/\$4,000,000 Aggregate
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The Umbrella Liability Insurance shall provide excess employer's liability, commercial general liability, and auto liability coverage.

D. <u>Workers' Compensation:</u>	
Workers' Compensation	Statutory
Employers' Liability:	
Bodily Injury by Accident	\$100,000 per occurrence
Bodily Injury by Disease	\$100,000 per employee
Policy Limit:	\$500,000

Workers Compensation shall be set at statutory limits and Employer's Liability at \$100,000 per occurrence or sufficient limits to meet Umbrella underlying insurance requirements. Coverage shall be modified to include a Waiver of subrogation Endorsement in favor of Milwaukee Public Schools including its directors, officers, agents, employees, and volunteers.

E. School Leader's Errors and Omissions: \$1,000,000 per occurrence/\$2,000,000 Aggregate or Directors and Officers

Director's and Officers insurance may be used in lieu of School Leader's Errors and Omissions provided that the Insurance Company shows proof that all employees and volunteers are protected by the coverage.

F. <u>*Professional Liability:</u>	
Wrongful Act	\$1,000,000 per occurrence/\$2,000,000 aggregate
G. <u>Fidelity Bond/Crime Insurance:</u>	Limit of the "value of contract"

**Professional liability may be used in lieu of School Leader's Errors and Omissions or Directors and Officers insurance only if provider is a one-person independent contractor.*

Crime Insurance, in the form of either a Commercial Crime Policy or Financial Institution Bond, providing coverage for Employee Dishonesty, On Premises, In Transit (Theft Disappearance and Destruction Coverage Form and Robbery and Safe Burglary Coverage Form), Forgery / Alteration, Computer and Funds Transfer Fraud shall be carried in the amount of the total annual "value of the contract". The "value of the contract" shall be calculated by multiplying the projected number of students the Provider will be serving over the course of the school year by the maximum reimbursement rate per student.

Such insurance may be written with a deductible; however, such deductible shall not exceed \$10,000. The Milwaukee Board of School Directors ("MPS") shall be named as loss payee with respect to losses involving property or funds provided under this contract by MPS. This policy is to cover all employees, officers, and board members of Provider and all of the Provider's contractors or subcontractors handling money, securities or other property of the Provider.

MPS shall be named as an additional insured under Provider's general liability insurance and umbrella liability insurance.

The certificate of insurance or policies of insurance evidencing all coverage's shall include a statement that MPS shall be afforded a thirty(30) day written notice of cancellation, non-renewal or material change by any of Provider's insurers providing the coverage's required by MPS for the duration of this contract. Insurance companies must be acceptable to MPS and must have a current A.M. Best rating of A- or better.

XIV. TERMINATION

MPS reserves the right to terminate this Contract on 10 days written notice, by registered or certified mail, should MPS in its sole discretion, determine that the Provider has violated any of the terms of this Agreement, RFP 850 or Provider's Response to RFP 850, or has failed to meet the Program Evaluations goals set forth herein.

In lieu of immediate termination, MPS may implement a progressive disciplinary structure wherein MPS first gives Provider a warning letter of the violation. MPS may reduce the schools or students assigned to the Provider and the

corresponding allocations in conjunction with the warning. MPS may place the Provider on probation for a second violation and may further reduce the schools or students assigned to Provider and the corresponding allocations. MPS may terminate all services for a third violation of the Agreement.

Nothing in this progressive manner of discipline will restrict MPS from terminating immediately if MPS deems that to be in the District's and the Student's best interest. MPS also reserves the right to immediately terminate services if in its sole discretion it determines that failure to do so would endanger the safety of its student or staff.

In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Provider for use in completing the agreement.

XV. INDEPENDENT CONTRACTOR

- A. Nothing contained in this agreement shall constitute or be construed to create a partnership or joint venture between MPS or its successor or assigned and Provider or its successors or assigns. In entering into this agreement, and in acting in compliance herewith, Provider is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.
- B. The manner in which Provider performs the services provided for hereunder including work hours, location, and other details of such services, shall be exclusively determined by Provider in consideration of the availability of facilities, students, and the normal working hours of the MPS departments involved. MPS shall have the right to control and direct the results of such services because, in the performance thereof, Provider is and shall remain independent (with the obligation solely on the Provider's part to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income) providing consultation on the matters made the subject thereof. MPS understands Provider will engage in other business or trade for other persons or organization, at Provider's discretion, during the time Provider is rendering services for MPS, providing such outside functions do not in any way restrict Provider in performing the services provided for in this agreement.
- C. Provider further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time to time and further agrees to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this agreement.
- D. Provider agrees that Provider will not file any complaint, charge, or claim with any local, state or federal agency or court in which Provider claims to be or to have been an employee of MPS during the period of time covered by this agreement and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Provider's behalf, Provider will request such agency or court to dismiss such matter.

XVI. ASSIGNMENT LIMITATION

This Contract shall not be assigned.

XVII. PROHIBITED PRACTICES

- A. No Title I funds shall be utilized to staff the non-public schools.
- B. Provider shall not engage in team teaching or other cooperative instructional activities with non-public school personnel.
- C. The Provider shall not introduce religious matters into its teaching or involve itself in the religious activities of the non-public schools.
- D. The Provider shall not provide Title I services, materials, and equipment to ineligible non-public school children.

- E. Provider during the period of this agreement shall not hire, retain or utilize for compensation any member, officer, or employee of MPS or any person who, to the knowledge of Provider, has a conflict of interest.
- F. Provider hereby attests it is familiar with MPS's Code of Ethics which states, in part, "An employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS".
- G. Provider shall adhere to MPS' Livable Wage Policy, which requires all contractors to pay their adult employees a minimum of \$7.70 per hour.

XVIII. NOTICES

Notices to MPS provided for in this agreement shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed as indicated below. Notices to Provider shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed as indicated below, or to such other respective addresses as the parties may designate to each other in writing from time to time.

<p>To: MILWAUKEE PUBLIC SCHOOLS Shelley Perkins, Title Program Supervisor MPS Central Services Room 2 #1 5225 W. Vliet St. Milwaukee, WI 53208</p>	<p>To: Provider</p>
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XIX. AUTHORIZATION

The validity, construction, enforcement and effect of this agreement shall be governed by the laws of the State of Wisconsin. All agreements and covenants contained herein are severable, and in the event any of them shall be held invalid by any competent court or agency, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

XX. NON-DISCLOSURE AND NON-USE OF MPS INFORMATION AND WORK PRODUCT DEVELOPED BY PROVIDER FOR MPS

Provider will not disclose, publish, or disseminate any information it obtains from or develops for MPS under this Agreement. Provider agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of information and work product obtained from or developed for MPS under this Agreement. Provider agrees not to use, publish or disseminate information and work product for its own or any third party's benefit without the prior written approval of MPS.

- A. All data, documentation or innovation developed as a result of these contractual services cannot be copyrighted without authorization from the Superintendent. All data, documentation or innovation becomes the property of MPS to reproduce, publish or otherwise use, including authorization of use by others.
- B. MPS shall have all ownership rights in any software or modifications thereof, and associated documentation designed, developed or installed as a result of this contract.
- C. The Provider and MPS shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this agreement.
- D. Any information pertaining to student records obtained for the purpose of this contracted agreement is restricted to this agreement and shall not be used or given to anyone or any other parties outside of this agreement without the written permission of the student's parent or legal guardian.
- E. Within ten business days of receipt of MPS' written or oral request, Provider will return all documents, records, and copies thereof it obtained during the development of the work product or the provision of services covered by this Agreement.

XXI. COMPLAINT PROCEDURES

The provider shall distribute written procedures put into place for the investigation and resolution, within a reasonable time, of complaints made by concerned organizations or individuals concerning violations of Title I or problems in the delivery of services in connection with provider activities. These procedures shall be distributed annually to MPS, non-public school officials and parents of participating children.

XXII. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System (“EPLS”) maintained by the General Services Administration (“GSA”).

XXIII. CONTRACT COMPLIANCE SERVICES REQUIREMENTS

Historically Underutilized Business (HUB)

The HUB requirement on this contract is 25% of the total dollar value per annual 12 month contract. (An allowance of 10% for professional minority and women teaching staff is given. All other HUB participation must be provided by a certified HUB business entity.) Failure to achieve this requirement may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference. Provider is required to submit certified HUB vendor percentages and dollar values based upon actual contract amounts within 15 days of signing this contract. Information should be submitted directly to:

Milwaukee Public Schools
Contract Compliance Services Office
6620 W Capitol Dr., Room 204
Milwaukee, WI 53216-2092

Student Engagement Requirements

Student Employment per annual 12 month contract period is 320 hours.

Career Education per annual 12 month contract period is 10 hours.

Provider is required to submit student employment and career education plans to Milwaukee Public Schools CCS office within 15 days of signing this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day, month and year first above written.

PROVIDER:

MILWAUKEE PUBLIC SCHOOLS

By _____

By _____

Deborah Noble, Director of Procurement

Business Address: _____

Date: _____

Telephone # _____

MILWAUKEE PUBLIC SCHOOLS

Tax ID or SS# _____

By _____

Gregory Thornton, Ed.D., Superintendent of Schools

Is your business a certified HUB? Yes No

Date: _____

If you are certified, identify Certifying Agency

MILWAUKEE BOARD OF SCHOOL DIRECTORS:

By _____

Michael Bonds, Ph.D., President

(Please attach copy of certification letter)

Date: _____

If not certified, are you a [] Female or a [] Minority

For Office Use Only

Budget Code:

PRT-0-S-1N5-1S-ECTS	\$266,171.89
SD1-0-S-1N5-1S-ECTS	\$273,946.66
OSC-0-A-1N5-1S-ECTS	\$353,608.31
GOE-0-I-1N5-1S-ECTS	\$3,879,985.29
SD1-0-S-T25-1S-ECTS	\$338,129.10
OSC-0-A-T25-1S-ECTS	\$16,906.46

NOTE: BUDGET CODES THAT ARE NOT LOCAL SCHOOL BUDGET CODES, MUST BE APPROVED BY APPROPRIATE DEPARTMENT OR PROGRAM ADMINISTRATOR.

This contract is not enforceable until signed by the Department of Finance.

Payment will not be made on any contract not on file in the Department of Finance.

A minimum of fifteen business days is required for approval.

Approved as to appropriate use of a contract form, and independent contractor status by the Department of Finance.

By _____

Date _____

Reviewed by Division of Insurance and Risk Management

By _____

Date _____

Exhibit A- Title IA Estimated Preliminary Contract Amounts per School
Vendor: Non-Public Educational Services, Inc. (NESI)

Non-Public Schools - Title IA Contract Amounts Per School (5-8-14)							
Vendor: <u>Non-Public Educational Services, Inc. (NESI)</u>							
DPI #	School	Instruction*	Parental Involvement	Professional Development	Subtotal	Administration	Grand Total
1652	Academy of Excellence	254,523.82	17,491.99	18,002.93	290,018.74	23,201.50	313,220.24
1304	Blessed Sacrament Grade Sch	93,916.22	6,279.18	6,462.59	106,657.99	8,532.64	115,190.63
1094	Ceria M Travis Academy	187,545.38	12,395.26	12,757.32	212,697.96	17,015.84	229,713.80
1305	Christ-St Peter Lutheran Sch	109,665.12	7,420.85	7,637.61	124,723.57	9,977.89	134,701.46
1317	Daughters of the Father Christ	129,558.13	8,480.97	8,728.69	146,767.79	11,741.42	158,509.21
1491	Destiny High School	169,853.13	10,845.85	11,162.66	191,861.64	15,348.93	207,210.57
1631	TransCenter for Youth/ElPuente	42,091.48	2,976.49	3,063.44	48,131.41	3,850.51	51,981.92
0740	Garden Homes Lutheran Sch	115,842.79	7,950.91	8,183.15	131,976.85	10,558.15	142,535.00
2850	Holy Wisdom Acad	134,683.06	9,011.03	9,274.24	152,968.32	12,237.47	165,205.79
1873	Milw Seventh Day Adventist Sch	56,236.98	4,444.35	4,574.17	65,255.50	5,220.44	70,475.95
1910	Mother of Good Counsel Gr Sch	74,736.77	6,238.40	6,420.62	87,395.80	6,991.66	94,387.46
1980	Mount Lebanon Lutheran Sch	120,261.49	7,950.91	8,183.15	136,395.55	10,911.64	147,307.19
1575	Northwest Catholic	121,536.22	8,888.71	9,148.34	139,573.27	11,165.86	150,739.13
1205	Prince of Peace Sch	294,987.26	18,796.76	19,345.80	333,129.83	26,650.39	359,780.21
1351	Risen Savior Evan Luth Sch	120,820.71	8,073.23	8,309.04	137,202.98	10,976.24	148,179.22
8075	Salam Sch	335,696.22	22,547.96	23,206.57	381,450.75	30,516.06	411,966.81
8190	Sharon Junior Academy	22,405.56	1,508.63	1,552.70	25,466.89	2,037.35	27,504.24
8217	Siloah Lutheran Sch	117,873.72	7,828.58	8,057.25	133,759.56	10,700.76	144,460.32

Non-Public Schools - Title IA Contract Amounts Per School (5-8-14)

Vendor: Non-Public Educational Services, Inc. (NESI) Continued

DPI #	School	Instruction*	Parental Involvement	Professional Development	Subtotal	Administration	Grand Total
3935	Saint Gregory the Great Gr Sch	55,573.23	5,463.70	5,623.29	66,660.22	5,332.82	71,993.04
4420	Saint John Kanty Grade Sch	125,645.44	7,950.91	8,183.15	141,779.50	11,342.36	153,121.86
4950	Saint Josaphat Parish Sch	136,803.83	8,970.25	9,232.27	155,006.36	12,400.51	167,406.87
5710	Saint Marcus Lutheran Sch	321,676.92	22,670.28	23,332.47	367,679.66	29,414.37	397,094.03
7400	Saint Peter Immanuel Luth Sch	107,758.75	7,461.62	7,679.57	122,899.94	9,831.99	132,731.93
1302	Saint Philips Lutheran Sch	60,589.59	4,158.94	4,280.42	69,028.94	5,522.32	74,551.26
1200	Saint Rafael the Archangel	246,952.54	15,820.27	16,282.37	279,055.17	22,324.41	301,379.58
7670	Saint Roman Grade Sch	57,417.07	5,463.70	5,623.29	68,504.06	5,480.33	73,984.39
3160	Saint Vincent Pallotti Sch	91,495.66	5,789.89	5,959.01	103,244.56	8,259.56	111,504.12
8379	Torah Academy of Milwaukee	14,296.13	1,263.99	1,300.91	16,861.04	1,348.88	18,209.92
1461	Travis Technology High School	46,330.60	3,547.33	3,650.94	53,528.87	4,282.31	57,811.18
8740	Yeshiva Elementary School	50,436.00	4,444.35	4,574.17	59,454.52	4,756.36	64,210.89
1469	Young Minds Christian Prep Sch	62,775.47	4,036.61	4,154.52	70,966.60	5,677.33	76,643.93
NESI Total		\$3,879,985.29	\$266,171.89	\$273,946.66	\$4,420,103.84	\$353,608.31	\$4,773,712.15

*NWEA MAP fall, winter and spring costs for Title IA tested students will be charged to and subtracted from the Title IA Instruction allocations listed above.

Exhibit B- Title IIA Estimated Preliminary Contract Amounts per School
Vendor: Non-Public Educational Services, Inc. (NESI)

Non-Public Schools - Title IIA Contract Amounts Per School (5-8-14)				
Vendor: <u>Non-Public Educational Services, Inc. (NESI)</u>				
DPI #	School	Professional Development	Administration	Grand Total
1652	Academy of Excellence	19,544.56	977.23	20,521.79
1304	Blessed Sacrament Grade Sch	6,939.14	346.96	7,286.10
1094	Ceria M Travis Academy	13,180.26	659.01	13,839.27
1305	Christ-St Peter Lutheran Sch	8,129.88	406.49	8,536.37
1317	Daughters of the Father Christ	8,910.02	445.50	9,355.52
1491	Destiny High School	11,045.14	552.26	11,597.40
1631	TransCenter for Youth/ElPuente	3,449.04	172.45	3,621.49
0740	Garden Homes Lutheran Sch	8,868.96	443.45	9,312.41
2850	Holy Wisdom Acad	9,895.46	494.77	10,390.23
1873	Milw Seventh Day Adventist Sch	6,159.00	307.95	6,466.95
1910	Mother of Good Counsel Gr Sch	9,074.26	453.71	9,527.97
1980	Mount Lebanon Lutheran Sch	8,458.36	422.92	8,881.28
1575	Northwest Catholic	10,921.96	546.10	11,468.06
1205	Prince of Peace Sch	19,092.90	954.65	20,047.55
1351	Risen Savior Evan Luth Sch	8,827.90	441.40	9,269.30
8075	Salam Sch	28,454.58	1,422.73	29,877.31
8190	Sharon Junior Academy	1,642.40	82.12	1,724.52
8217	Siloah Lutheran Sch	8,376.24	418.81	8,795.05

Non-Public Schools - Title IIA Contract Amounts Per School (5-8-14)				
Vendor: <u>Non-Public Educational Services, Inc. (NESI)</u> Continued				
DPI #	School	Professional Development	Administration	Grand Total
3935	Saint Gregory the Great Gr Sch	10,963.02	548.15	11,511.17
4420	Saint John Kanty Grade Sch	8,006.70	400.34	8,407.04
4950	Saint Josaphat Parish Sch	9,813.34	490.67	10,304.01
5710	Saint Marcus Lutheran Sch	26,442.64	1,322.13	27,764.77
7400	Saint Peter Immanuel Luth Sch	8,417.30	420.87	8,838.17
1302	Saint Philips Lutheran Sch	4,639.78	231.99	4,871.77
1200	Saint Rafael the Archangel	16,218.70	810.94	17,029.64
7670	Saint Roman Grade Sch	10,552.42	527.62	11,080.04
3160	Saint Vincent Pallotti Sch	5,830.52	291.53	6,122.05
1461	Travis Technology High School	4,557.66	227.88	4,785.54
8720	Wisconsin Lutheran Hi	30,261.22	1,513.06	31,774.28
8740	Yeshiva Elementary School	7,308.68	365.43	7,674.11
1469	Young Minds Christian Prep Sch	4,147.06	207.35	4,354.41
NESI Total		\$338,129.10	\$16,906.46	\$355,035.56

In no event shall reimbursement for Title IA services to eligible City of Milwaukee resident students and Title IIA professional development services to non-public school personnel exceed amounts allocated and set forth above. Funds to be expended in provision of services to eligible students and eligible non-public personnel at individual schools are to be provided contingent upon the school's acceptance of Title IA and/or Title IIA services, cooperation in the provision of required information (student eligibility information, for example), and continuing viability as a school program.

It is expected that Title IA and Title IIA services will be delivered based upon available school allocations. Failure to provide such services in a timely and satisfactory way may result in the reassignment of school allocation(s) to another provider or a District decision not to renew a contract for subsequent school years.

MPS does not pay in advance for services. Payment will be made only after submission of a properly submitted invoice.