

**BEHAVIORAL REASSIGNMENT
CONTRACT BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
AND
BANNER DAY LEARNING CORP.
d/b/a/ BANNER PREP**

TABLE OF CONTENTS

	Page
I. CONTRACTOR RESPONSIBILITIES.....	2
A. Program Operations.....	2
B. Discipline.....	3
C. Program Performance Measures.....	3
D. Program Reporting.....	5
E. Staffing.....	6
F. Parental Involvement.....	8
G. Nonsectarian and Nonprofit.....	8
H. Tuition and Fees.....	8
I. Non-discrimination and Other Legal Obligations.....	8
J. Health and Safety.....	9
K. Communication and Serious Incidents in Schools.....	10
L. Facilities.....	10
M. Indemnification Agreement.....	11
N. Insurance.....	11
O. Background Screening.....	13
P. Fiscal Requirements.....	14
Q. Purchases.....	15
R. Right to Inspect and Receive Requested Information and Reports.....	15
S. Local Education Agency Responsibilities.....	16

T.	Title I	17
U.	Proof of Compliance.....	18
V.	Calendar	18
W.	Wisconsin Public Records Law	18
X.	Wisconsin Mandatory Reporting Requirements	18
Y.	National School Lunch Program	18
II.	MPS RESPONSIBILITIES	19
A.	Payment	19
B.	Suspension, Disallowance and Recovery of Funds.....	20
C.	District and State Required Assessments	20
D.	Transportation and School Nutrition Services	20
III.	TERM AND TERMINATION OF CONTRACT	20
A.	Term	20
B.	Contract Renewal Process	21
C.	Termination.....	21
D.	Contractor Program Description	21
E.	Recovery of Funds.....	22
F.	Approval of the Milwaukee Board of School Directors.....	22
G.	Miscellaneous.....	22
IV.	APPENDICES	23

**BEHAVIORAL REASSIGNMENT
CONTRACT BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
AND**

~~_____~~ **BANNER DAY LEARNING**
CORP.
d/b/a BANNER PREP

THIS CONTRACT made by and between the Milwaukee Board of School Directors (hereinafter, "Board" or "MPS"), 5225 West Vliet Street, P.O. Box 2181, Milwaukee, Wisconsin, 53201-2181, and ~~_____~~ **Banner Day Learning Corp. d/b/a/ Banner Prep** (hereinafter, "Contractor"), located at ~~_____~~ **4610 West State Street** Milwaukee, Wisconsin 532 ~~---~~ **08.**

WHEREAS, the Board at times deems it appropriate to reassign MPS regular education pupils who have committed serious breaches of conduct, but who have not been expelled from school, to an alternative educational program on a temporary basis; and

WHEREAS, the Board, while not legally required to do so, at times provides MPS regular education pupils who have been expelled from school with an alternative educational program during the period of expulsion; and

WHEREAS, the Board is authorized, under certain circumstances, to discipline MPS pupils who are children with disabilities under the Individuals with Disabilities Act, 20 U.S.C. § 1400 *et seq.*, and individuals with disabilities under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 and to place them temporarily in an alternative educational setting; and

WHEREAS, the Board at times deems it appropriate to transition MPS pupils who enroll in the district, after attending school in a court-ordered facility, by temporarily placing them in an alternative education setting ; and

WHEREAS, Contractor is a private, nonprofit, nonsectarian agency located in the City of Milwaukee that is capable of providing appropriate facilities, staff, and services to provide a quality alternative educational program for MPS pupils who fit into the above-mentioned circumstances; and

WHEREAS, MPS is desirous of entering into an agreement with Contractor for the provision of the alternative educational services for MPS pupils who fit into one of the above-mentioned circumstances and who MPS has determined should be placed in a behavioral reassignment seat under this Contract; and

WHEREAS, MPS is authorized by Wis. Stat. § 118.001 to take any school board action that is within the comprehensive meaning of the terms of the duties and powers of a school board so long as the action is not prohibited by state or federal law; and

WHEREAS, the Board on ~~_____~~ June 29, 2017 approved this Contract and authorized the Board President and the Superintendent to execute this Contract under the following terms and conditions:

I. CONTRACTOR'S RESPONSIBILITIES

A. Program Operations. Contractor shall provide an ~~e~~Educational ~~p~~Program (hereinafter, "Educational Program") that complies with all of the following:

1. ~~Contractor~~ The Educational Program shall provide a full-day instructional ~~P~~Program for the number of days and the number of hours annually required by Wis. Stat. § 121.02(1)(f), to MPS pupils enrolled in the Educational Program and in accordance with the Contractor Pupil and Teacher Schedule that is attached hereto as Appendix A and incorporated herein by reference. The Educational Program shall be designed to allow the pupils enrolled to meet high school graduation requirements under Wis. Stat. § 118.33. The Educational Program shall either comply with all school district standards set forth in Wis. Stat. § 121.02, or, with the assistance of the Board, obtain a waiver of compliance from the Wisconsin Department of Public Instruction in accordance with Wis. Stat. § 118.38.

2. The Educational Program shall be carried out in accordance with the Contractor Program Description attached hereto as Appendix B and incorporated herein by reference.

3. ~~Contractor~~ The Educational Program shall provide instruction in ~~one or more of the following: career exploration and planning, job shadowing, instruction designed to help prepare a pupil for a job, supervised work experience or occupational training.~~

34. Contractor shall provide the following FTE seats for MPS pupils:

a. Behavioral Reassignment Seats. Contractor shall provide a total of ~~_____~~ 125 Behavioral Reassignment seats for MPS pupils in grades _____ 9 through 12. ~~These 115 of these 125 Behavioral Reassignment seats shall be filled by the MPS Department of Family and Student Services and/or MPS Department of Specialized Services as needed throughout the school year. Ten (10) of these 125 Behavioral Reassignment seats shall be reserved for provision of comprehensive behavioral support services and shall be filled by the MPS Department of Specialized Services as needed throughout the school year.~~ Contractor shall be paid for these Behavioral Reassignment seats even if they are not filled by MPS. In consideration of the possibility of receiving payment from MPS for Behavioral Reassignment seats that are not filled by MPS, Contractor shall immediately admit any pupil referred by MPS for temporary assignment by the MPS Department of ~~Family and~~ Student Services, (up to 10% of the number of Behavioral Reassignment seats contracted for under this paragraph) until a permanent assignment is found by MPS for the pupil.

b. Children At Risk Seats. Contractor shall provide a total of ~~_____~~ zero (0) full-time equivalent seats for MPS pupils who are Children at Risk as defined in Wis. Stat. § 118.153. Contractor expressly understands that under no circumstances shall the Board be obligated to make payment for more than said number of Children at Risk seats. Contractor shall fill all Children at Risk seats by the September State Aid Enrollment Count (Third Friday September Count). If Contractor fails to fill all contracted Children at Risk seats by the Third Friday September Count, the Board shall reduce the payment provided for in paragraph II.A.2. below accordingly. If Contractor fails to have all contracted Children at Risk seats filled by the January State Aid Enrollment Count (Friday January Count), the Board shall reduce the payment provided for in paragraph II.A.3. below accordingly, based on the average of the state's Third Friday September Count and Friday January Count. (For example, if the Contractor's Third Friday Count is 30 FTE and its January Count is 34 FTE, then the payment due under paragraph II.A.3. shall be 32 FTE).

c. Additional Seats. In the event all of the contracted Behavioral Reassignment seats are filled at Contractor's School, and if Contractor is willing to admit additional MPS pupils, such additional seats shall be filled by the MPS Department of ~~Family and~~ Student Services. A ~~Change of~~ Contract Change Form, signed by the Director of Contracted School Services and Contractor, shall specify the number of additional FTE seats to be filled and the amount to be paid by MPS. Payment for these additional seats shall be prorated if pupils are enrolled at Contractor's School for less than the entire school year. (See II.A.5.)

~~45.~~ Contractor shall enroll pupils in the Educational Program in accordance with the Contractor Admissions Prerequisites set forth in Appendix C and attached hereto and incorporated herein by reference.

6. Contractor shall ensure that the special education and related services needs of a child with a disability, as defined in Wis. Stat. § 115.76(5), are addressed in the child's individualized education program developed pursuant to Wis. Stat. § 115.787.

B. Discipline.

1. Contractor understands and agrees that no pupil may be expelled, except in accordance with the discipline policies and procedures of MPS, provided in the MPS Parent/Student Handbook on Rights, Responsibilities, and Discipline, which is attached hereto and incorporated herein by reference as Appendix D. Contractor explicitly understands that no pupil may be expelled from school due to poor attendance.

2. Contractor shall provide the Board with a copy of its discipline policies which must be consistent with Appendix D. Contractor shall ensure that all pupils and their families are treated fairly and afforded due process in discipline matters.

3. Contractor explicitly agrees to comply with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 *et seq.* and its implementing regulations at 34 C.F.R. §§300.519 – 300.529 pertaining to the discipline of children with disabilities.

C. Program Performance Measures

Field Code Changed

1. Contractor shall administer the same district and state-required assessments in the same manner and timeframe and follow, at a minimum, the same promotion and graduation requirements as all MPS schools, as described in the MPS Administrative Policy 7.37, Graduation Requirements, attached hereto and incorporated herein by reference as Appendix E, or as approved in writing by the Director of Contracted School Services. Contractor explicitly agrees to comply with the assessment and accountability provisions of ~~No Child Left Behind Act, 20 U.S.C. § 6301 *et seq.*, P.L. 114-95, Every Student Succeeds Act of 2015 (ESSA)~~ as they are made applicable to MPS and Contractor.

2. In addition to the requirements set forth in paragraph I.C.1. above, Contractor may choose to define and implement up to two local performance goals as well as up to two local assessments to measure student achievement and gauge progress against locally established goals. Performance goals and assessments must be pre-approved by CSS ~~by September 1st of each year~~ **prior to execution of this Contract**. Contractor may report all such data regarding local performance measures in its annual pupil academic achievement report. Contractor's decision to implement unique standards and assessment shall not affect Contractor's obligation to comply with the standards adopted by the State of Wisconsin and federal, state and district assessment and accountability measures.

3. All pupils attending the Educational Program under this Contract shall be included in the assessment process, with reasonable accommodations for pupils being made if necessary. Contractor shall include children with disabilities and English Language Learners (ELL) in all federal, state, district, and local educational assessments, with appropriate modifications where necessary, or alternative assessments for those children who cannot participate in federal, statewide, district-wide or local educational agency-wide assessments.

4. The Board shall pay all costs associated with district-required assessments administered to pupils attending the Educational Program under this Contract. Contractor shall participate in the Wisconsin Alternate Accountability process designed by the Wisconsin Department of Public Instruction if the school does not meet criteria for state level school report cards.

5. Listed below are 109 performance criteria. Some of the performance criteria may not apply to Contractor because of the grade levels of the pupils served at the Educational Program. Contractor shall develop and submit an annual pupil academic achievement report to the MPS Office of Contracted School Services within 30 days after data is available to Contractor from MPS. Such academic achievement report shall, at a minimum, include data for each of the following applicable performance criteria in the

format required by MPS. Contractor's pupils shall be deemed by the Board to have made sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, or the academic performance criteria established by the Board, if Contractor meets at least 80% of the following performance criteria that apply to Contractor's School:

- a. The school must show improvement or maintain satisfactory status on the Alternate Accountability Performance Measures.
- b. At least 60% of the pupils in grades 6-8 shall have received a passing grade in at least four of the core academic courses of English, math, reading, science, and social studies.
- c. Achieve an average daily pupil attendance rate of pupils in the Educational Program that is at least 70%.
- d. At least 60% of students registered for at least 40 days will demonstrate improved attendance compared to their prior school. The student's prior school is defined as the last school they were registered at for 40 or more days.
- e. At least 50% of students who take the district-wide universal screening assessment in math two consecutive times at the school during the school year will reduce the gap between their scores and the proficiency benchmark by 5%.
- f. At least 50% of students who take the district-wide universal screening assessment in reading two consecutive times at the school during the school year will reduce the gap between their scores and the proficiency benchmark by 5%.
- g. The school's overall suspension rate shall be equal to or less than the district's average for equivalent grade bands.
- h. At least 60% of students registered for at least 40 days will demonstrate a decreased rate of suspensions as compared to their previous school. The student's prior school is defined as the last school they were registered at for 40 or more days.
- i. Achieve 100% completion of Individualized Student Learning Plans for regular education students enrolled and registered at least 15 days.
- j. At least 60% of all students registered for at least 40 days will demonstrate achievement of at least one of their Individualized Student Learning Plan behavior goals.

D. Program Reporting. Contractor shall provide such data as may be required by the Board, in the form required by the Board to fulfill its obligations as a public school district, as well as academic, financial and other program records and reports as requested by the Board for program

Field Code Changed

accreditation, monitoring, payment, and auditing. Such data and reports shall include, but not be limited to, all of the following:

1. Pupil Records. Contractor's designated staff shall participate in staff development opportunities provided by MPS. Contractor shall use all district business systems required by MPS for student management and accounting. Required district business systems include, but are not limited to, the following: a) Student Information System (SIS); b) Special Education, Special Services Informational Management System (SSIMS); and c) Student Promotion System (SPS). Utilization of said business systems for student management accounting will enable Contractor to provide data for district, state and federal reporting. This data includes, but is not limited to, the following:

a. Attendance: Contractor shall implement MPS attendance policies. Contractor shall enter attendance on a daily basis into MPS' identified district business system for student management.

b. Adds/Drops: Contractor shall enter adds/drops on a daily basis into MPS' identified district business system for student management.

c. Special Education Compliance: Contractor shall implement MPS' Special Education policies. Information shall be provided to MPS in the form and format determined by the MPS Office of Contracted School Services utilizing the district's Encore Database, SSIMS, and/or other business systems to be determined by the district.

d. Pupil Data-Base Information: Contractor shall provide MPS, through MPS' identified district business system for student management, all pupil data base information requested pertaining to each pupil enrolled in the Program including, but not limited to, the pupil's name, address, home phone number, place and date of birth, parents(s) or guardian, course information, immunization records, ethnic background, migrant activities, school of last attendance, number of siblings, and emergency contact.

2. Academic Progress and Services. Contractor shall provide all information requested by MPS regarding pupil academic progress and services provided by Contractor under this Contract.

a. Contractor shall enter data into SIS concerning courses taken by pupils attending the Educational Program under this Contract by the close of each semester's record day. The data entered shall include the name of the course, the grade received, and the number of course units earned. If Contractor offers a localized course, Contractor shall determine the equivalent course offered by MPS and shall enter the name of that MPS course into SIS.

b. Contractor shall provide to the Director of Contracted School Services, no later than 30 days after final execution of this Contract, a plan that describes, in

accordance with IDEA, the continuum of services that Contractor will provide to pupils with special education needs.

3. Financial. Contractor shall provide all financial information requested on Contractor's Annual Budget attached hereto and incorporated herein by reference as Appendix F and the Contractor's Semi-Annual Budget Expenditures Report provided by the Board and attached hereto and incorporated herein by reference as Appendix G.

E. Staffing.

1. Contractor shall adhere to MPS' Livable Wage Policy ([MPS Administrative Policy 3.09\(17\)](#)) which requires all contractors to pay their employees at a minimum, an amount equal to the hourly wage rate set forth in the City of Milwaukee's livable wage policy or as amended. The amount can be found on the City of Milwaukee website under Procurement/Forms. Contractor shall provide sufficient staff to operate the Educational Program under this Contract, including sufficient staff during the summer months to enroll pupils for the upcoming school year. Contractor shall employ sufficient social work staff to adequately serve all social work referrals and matters, including, but not limited to, those involving MPS Administrative Policy 8.14, Truancy, attached here to and incorporated herein by reference as Appendix H. Contractor shall ensure that it only employs or utilizes persons appropriately licensed by the State Superintendent under Wis. Stat. § 115.28(7) for pupils in the Educational Program, or ensure that only such persons supervise the individuals providing instruction and support services to the pupils in the Educational Program. Contractor shall ensure that all instruction and pupil support services provided in the Educational Program under this Contract are provided by one of the following:

a. Professional staff members as described in Wis. Stat. § 121.02(1)(a), i.e., teachers, supervisors, administrators and professional staff members who hold a certificate, license or permit to teach issued by the Wisconsin Department of Public Instruction before entering into duties for such positions; or

b. If the teacher does not have a valid teaching license issued by DPI, he or she must take the following steps:

- Enroll in an accredited teacher licensure program, if not already enrolled. And submit the following documentation to the MPS Office of Human ~~Capital~~[Resources](#):
- Letter from school/program indicating enrollment status in teaching licensure program.
- Results of the CORE PRAXIS II exam.
- Application for an emergency license with application fee.

c. If the teacher does have a valid teaching license issued by DPI, but is not for the grade-level or content-area teaching assignment, the teacher must submit an emergency application and fee to the Office of Human ~~Capital~~[Resources](#) for an emergency

alternative education license. This application will be accepted if the teacher is enrolled in an alternative education program with the ability to complete the required coursework within three years.

2. Contractor shall provide the Board with a ~~Contract Compliance Teacher Licensure Form~~ staff roster of all staff members who provide instruction to MPS pupils. The listing shall include the grade level taught, the type of certification possessed, and a copy of the appropriate credentials. Such list shall be updated within 14 days of the hiring of a staff member.

3. Contractor shall provide the Board with an Organizational Chart which shall identify, by name, the chain of command of all personnel/individuals in Contractor's management/administrative team.

F. Parental Involvement. Contractor shall provide all records and periodic reports as may be required by the Board regarding the extent of parental involvement activities. Contractor shall offer opportunities for parental participation in the Educational Program under this Contract, including:

1. Direct involvement in decision making in program planning and analysis.
2. Participation in classroom and program activities.
3. Participation in training sessions on child growth and development.
4. Participation in activities that support and enhance the parents' role in their child's education and development.

Specifically, Contractor's Educational Program shall comply with MPS Administrative Policy 9.09, Visitors To The School, which policy, among other things, encourages parents to visit the classrooms and observe the work of the schools, and which policy is attached hereto and incorporated herein by reference as Appendix I.

G. Nonsectarian and Nonprofit. Contractor's Educational Program shall be nonsectarian in its programs, admission policies, employment practices and all other operations. Contractor is incorporated under Chapter 181 of the Wisconsin Statutes as a nonprofit nonsectarian corporation. Contractor is exempt from federal income tax under § 501(a) of the Internal Revenue Code as an organization described in § 501(c)(3). Contractor shall immediately notify the Board if there is a change in Contractor's status in this regard.

H. Tuition and Fees. Contractor shall not charge tuition to pupils enrolled in the Educational Program under this Contract. Contractor may assess pupil activity fees under the same circumstances and under the same regulations that MPS applies to all MPS pupils.

Field Code Changed

I. Non-discrimination and Other Legal Obligations. Contractor shall comply with the policy of MPS, as required by Wis. Stat. § 118.13, not to deny admission to any person to any

public school or deny to any person the benefits of, or discriminate against any person in any curricular, extracurricular, pupil services, recreational or other program or activity because of the person's sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability.

This policy also prohibits discrimination under related federal statutes, including Title VI of the Civil Rights Act of 1964 (race, color, and national origin), Title IX of the Education Amendments of 1972 (sex), and Section 504 of the Rehabilitation Act of 1973 (disability), and the Americans with Disabilities Act of 1990 (disability).

Contractor shall comply MPS 'policy not to discriminate in its programs, activities, facilities, employment, or education opportunities on the basis of a person's sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or disability.

Contractor shall comply with all local, state and federal laws, codes, rules and regulations applicable to public schools including, but not limited to the following:

1. 42 U.S.C. §2000d *et seq.*, Title VI of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, national origin, and color); and
2. 20 U.S.C. §1681 *et seq.*, Title IX of the Education Amendments of 1972 (prohibiting discrimination on the basis of sex); and
3. 42 U.S.C. §6101 *et seq.*, the Age Discrimination Act of 1975 (prohibiting discrimination on the basis of age); and
4. 29 U.S.C. §794, Sec. 504 of the Rehabilitation Act of 1973 (prohibiting discrimination on the basis of handicap) and 42 U.S.C. §12101, *et seq.*, the Americans with Disabilities Act; and
5. 20 U.S.C. §1232g, Family Education Rights and Privacy Act (FERPA) (regarding protection of pupil records), and Wis. Stat. §118.125; and
6. 20 U.S.C. §3171 *et seq.*, The Drug-Free School and Communities Act of 1986; and
7. 20 U.S.C. §1400 *et seq.*, Individuals with Disabilities Education Act (IDEA); and
8. 29 U.S.C. §626 *et seq.*, Age Discrimination in Employment Act, Older Worker Benefits Protection Act of 1990; and
9. 29 U.S.C. §201 *et seq.*, Fair Labor Standards Act; and
10. 29 U.S.C. §2601 *et seq.*, Family and Medical Leave Act; and
11. 15 U.S.C. §2641 *et seq.*, Asbestos Hazard Emergency Response Act (AHERA); and
12. ~~20 U.S.C. §6301 *et seq.*, No Child Left Behind Act (NCLB)~~[P.L. 114-95, Every Student Succeeds Act of 2015 \(ESSA\)](#); and
13. 42 U.S.C. §11431 *et seq.*, McKinney-Vento Homeless Assistance Improvements Act of 2001; and
14. All federal and state constitutional guarantees protecting the rights and liberties of individuals, including the right to freedom of religion, expression and association, the right to be free from unreasonable searches and seizures, and the right to equal protection and due process.

J. Health and Safety. Contractor shall comply with all Board policies and all local, state and federal laws, codes, rules, and regulations that apply to public schools and pertain to health and safety. Contractor shall ensure that all of its pupils comply with Wisconsin immunization requirements.

Contractor shall provide safe and healthful facilities. The facilities shall comply with Wis. Stat. §254.11-254.178 and any rule promulgated under those sections.

Contractor shall also comply with MPS Administrative Policy 6.09 on Human Immunodeficiency (HIV) Infection and MPS Administrative Policy 6.32 on Pepper Spray.

K. Communication of Serious Incidents in Schools.

1. A serious incident is defined as an event endangering the health and/or safety of students or staff at Contractor's school, or potentially damaging to the image of the school or district.

2. When a serious incident occurs, the Contractor's pPrincipal or sSchool Hleader shall do the following:

a. Immediately call Police and/or Fire Departments, if warranted.

b. Contact the Director of Contracted School Services at (414) 475-8140/(414) 588-7746.

c. If the serious incident occurs before 8:00 a.m. or after 4:30 p.m. or on a weekend, call the Director of Contracted School Services at (414) 475-8140/(414) 588-7746. The Director will notify staff as necessary.

L. Facilities. Contractor shall comply with Wis. Stat. §§ 254.11-254.178 and ensure that the facility utilized to conduct its Educational Program under this Contract shall be adequate to serve the pupil population identified in this Contract. ~~The MPS Division of Facilities and Maintenance Services and/or MPS Division of Benefits and Compensation~~ may view the facility at any time. The Board reserves the right to terminate this Contract under paragraph III.C.2. below if the Board does not approve the facilities in which the Educational Program under this Contract is to be conducted. The Board also reserves the right to terminate this Contract under paragraph III.C.2. below if Contractor does not complete, to the satisfaction of the Board, any modifications or repairs that may be deemed reasonable by the Board and Contractor.

Contractor shall assume full responsibility for the cost of providing and maintaining its facilities. Contractor shall comply with all local, state and federal laws, codes, rules, and regulations pertaining to health and safety that apply to public schools in cities of the first class. Specifically, Contractor shall comply with the following MPS facilities standards:

1. Contractor shall obtain an occupancy permit from the City of Milwaukee for school usage at least 10 days prior to the start of the first day of pupil attendance. Failure

to obtain the necessary permit by that date could result in termination of this Contract and the Board shall have the absolute and unqualified right to recover all funds advanced to Contractor under this Contract; and

2. Contractor shall complete an Asbestos Hazard Emergency Response Management Plan (“Management Plan”), at least 10 days prior to the start of the first day of pupil attendance. Failure to complete the Management Plan by that date could result in termination of this Contract and the Board shall have the absolute and unqualified right to recover all funds advanced to Contractor under this Contract. Upon completion of the Management Plan, Contractor shall take immediate steps to implement the Management Plan.

M. Indemnification Agreement. Contractor 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, damages and claims of any kind, including, but not limited to, bodily injuries, personal injuries, contingent liabilities or damages and reasonable attorney fees, arising out of or in any way related to or associated with or arising from the services rendered under this Contract or the operation of the Educational Program, that are or may be brought or maintained by any individual or entity against the Indemnitee.

This indemnification obligation shall not be reduced in any way by the existence or non-existence, 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 Contractor’s insurance policies. Contractor agrees to accept tender of the defense of any claim or action against MPS falling within the scope of this indemnity.

N. Insurance. Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor’s employees and agents, shall rest with Contractor. Contractor shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employer’s Liability, Commercial General Liability, Contractual Liability, Automobile Liability, and Umbrella Liability to support such financial obligations.

The Milwaukee Board of School Directors is to be named as an additional insured by separate endorsement under all of the following insurance coverage policies with the exception of Workers’ Compensation.

A certificate of insurance acceptable to MPS evidencing the aforementioned minimum insurance requirements identified in this section is to be provided to the appropriate MPS administrator. Certification is to be provided on the certificate of insurance with separate letter from the insurance agent or broker that there are no exclusions, sub-limits, or restrictions in coverage. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a 30-day written notice of cancellation, non-renewal or material change by any of Contractor’s insurers providing the coverage 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-, VII or better.

All certificates of insurance are to be provided to the MPS Office of Contracted School Services within 30 days of final execution of this Contract. If Contractor does not comply with this provision of the Contract, the Board has the authority to declare this Contract terminated in accordance with the provisions of paragraph III. C. 2.

The minimum limits of insurance that MPS requires from Contractor shall be:

Workers' Compensation	
Workers' Compensation	Statutory Coverage
Employer's Liability Limits	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

Workers' Compensation 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 The Milwaukee Public Schools Board of School Directors including its directors, officers, agents, employees and volunteers.

Commercial General Liability	
Commercial General Liability	\$1,000,000 per occurrence /
General Aggregate	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products - Completed Operations Aggregate	\$2,000,000
Medical Expense	\$5,000

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

Auto Liability	
Combined Single Limit	\$1,000,000 each accident

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).

Umbrella (excess) Liability
 Umbrella (excess) Liability 4,000,000 per occurrence/\$4,000,000 per aggregate

The Umbrella Liability insurance shall provide excess employer's liability, commercial general liability and auto liability coverage.

Fidelity Bond/Crime Insurance
 Fidelity Bond/Crime Insurance 50% of the Value of this Contract

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 for fifty percent (50%) of the value of the MPS Contract for Contractor. 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 Contractor and all of Contractor's contractors or subcontractors handling money, securities or other property of Contractor. Proof of such coverage shall be provided to MPS prior to payment becoming due under paragraph II.A.I. below.

** School Leader's Errors & Omissions
 Limit per occurrence \$1,000,000
 Aggregate Limit \$2,000,000

*** Director's and Officer's insurance may be used in lieu of School Leader's E&O provided that the Insurance Company shows proof that all employees and volunteers are protected by the coverage.*

All policies, with the exception of the School Leaders Errors & Omissions policy, shall be written on an occurrence form.

O. Background Screening. Contractor shall perform background screening through the MPS Office of Human ~~Capitol~~Resources on all Contractor's full and part-time employees and volunteers. Contractor shall not allow any employee or volunteer to have contact with pupils until Contractor, in consultation with the MPS Office of Human ~~Capitol~~Resources, investigates and determines that there is nothing in the background of the employee or volunteer which would render the employee or volunteer unfit to have contact with pupils of Contractor, including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee or volunteer. Contractor shall abide by any standards set by the MPS Office of Human ~~Capitol~~Resources with respect to fitness for employment or volunteering.

For purposes of this Contract, volunteer means a non-paid person who serves under the supervision of Contractor and who provides services on a regular and ongoing basis or for more than 5 hours a week. It does not apply to those parents or other adults who are one-time volunteers for field trips or other one-time-only activities of Contractor.

Contractor shall obtain the social security number of all individuals who are volunteers having contact with Contractor pupils or individuals who are employed by Contractor on either a full or part-time basis. Such social security numbers shall be retained by Contractor and shall be provided to the Board upon request.

Contractor shall pay for the costs, if any, incurred by the MPS Office of Human ~~Capital~~Resources in assisting Contractor in performing its duties under this paragraph.

Debarment. Concurrently with signing this Agreement, Contractor will provide MPS with a certification which certifies that neither Contractor nor its principals and ~~neither Contractor's subcontractors nor their principals are listed as debarred or suspended in the System for Award Management (SAM), the government wide exclusion list maintained by the federal government. Provision of this certification is a material term of this Agreement and condition precedent to any payment of compensation.~~

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

P. Fiscal Requirements. Contractor shall comply with all fiscal requirements set forth below:

1. Prepare and submit to the Director of Contracted School Services an Annual Budget set forth in the required format that equals the amount of payments set forth in II.A.
2. Expend and account for funds in a manner consistent with the provisions of this Contract, Appendix F and G. Contractor shall obtain written permission from the Director of Contracted School Services prior to making any expenditure which deviates 10% or more in any budgeted category of the Contractor's Annual Budget set forth in Appendix F. Contractor shall not expend less than the total amount of the Contract without the express written permission of the Director of Contracted School Services. Contractor may carry over Board funds from one school year to the next, in accordance with MPS' carry-over policies.
3. Complete and provide the Board with one copy of the annual single audit report performed according to the requirements of the Office of Management and Budget, 2 CFR Part 200, OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, regardless of the portion of federal funds received from the Board, no later than 4 months after Contractor's year ends. Contractor shall also provide the Board with a copy of the annual audited financial statements. In addition, Contractor shall submit, to the Director of Contracted School Services, management letters and/or reports of independent auditors transmitting reportable conditions or advice to Contractor. Reports shall be submitted to the Director of Contracted School Services

no later than 4 months after the Contractor's year ends, unless a written extension is obtained from the appropriate MPS administrator.

4. Maintain adequate source records, including, but not limited to, invoices, payroll records, time sheets, and receipts.

5. Use appropriate cash management procedures, so that the public funds dispersed under this Contract are discernible from other funds. Maintain cash disbursement obligations directly associated with this Contract in a segregated account documented by ledger entries.

6. Complete and provide the Board with a Contractor Request For Funds Form attached hereto and incorporated herein by reference as Appendix J in order to claim payment for services performed in operating the Educational Program in accordance with the payment schedule in paragraph II.A. below.

7. Deliver to the Board a semi-annual financial report covering the period from July 1 through December 31 of the current year and showing budgeted expenses vs. actual expenses in the format set forth in Appendix F and G no later than February 20 of each year.

8. Deliver to the Board an annual financial report covering the period from July 1 through June 30 of the current year and showing budgeted expenses vs. actual expenses in the format set forth in Appendix F and G no later than July 31 of each year.

9. Contractor shall expend and account for funds in accordance to the federal guidelines set forth in the Office of Management and Budget, 2 CFR Part 200, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10. Contractor shall request in writing a carryover if their annual expenditure report deviates 3% or more where revenue exceeds expenditures. This request must accompany the submission of their annual expenditure report.

11. Incur all costs associated with this Contract within the applicable term of this Contract and make payment for such costs no later than October 1 of each year.

12. Assume liability for any costs disallowed by the Board because of violations of provisions in applicable federal and state laws, regulations, or rules. The Board reserves the right to withhold payment under this Contract and/or terminate this Contract if Contractor fails to comply with the provisions of this Contract. The Board reserves the right to reduce any amount otherwise due under this Contract or under any future agreement that the parties may enter into for costs that the Board determines are not allowable under this Contract.

13. Grant the Board, or any authorized MPS representative, the right to review the financial, operational, administrative, performance and audit records of Contractor for a period of up to 3 years following the expiration of this Contract. If Contractor fails to allow a full and complete financial and compliance audit, this Contract shall become null and void and all funds advanced under this Contract shall be due and owing from Contractor to the Board. If the audit by the Board identifies costs as inappropriate, the Board shall be entitled to recover any payments to Contractor made under this Contract for such costs.

Q. Purchases. Contractor shall purchase the following:

1. Appropriate and quality instructional resources, supplies, and equipment for quality program implementation.
2. Contractor shall assume all costs associated with all field trips.

R. Right to Inspect and Receive Requested Information and Reports.

Contractor agrees to abide by the Wisconsin Open Meetings Law, Wis. Stat. §§ 19.81-19.98, the Wisconsin Public Records Law, Wis. Stat. §§ 19.21-19.39, and the MPS Guidelines “Records Custodians” on file in the MPS Office of Board Governance. Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

Contractor shall grant the Board or its designee the right to inspect Contractor facilities and to review any Contractor records at any time during the term of this Contract.

Contractor shall give such information at such times and on such forms as may be requested by the Board or its designee concerning any of the operations of Contractor.

Contractor shall generate and provide such reports in such format, at such times, and concerning such matters as may be requested by the Board or its designee concerning any of the operations of Contractor.

Contractor shall notify the MPS Office of Contracted School Services of correspondence received from the United States Department of Education, the United States Department of Justice, or the Wisconsin Department of Public Instruction that requires a formal response.

S. Local Education Agency Responsibilities. MPS is the Local Education Agency (LEA) for the Educational Program under this Contract for purposes of all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities, including, but not

limited to the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, Section 504 of the Rehabilitation Act of 1973, (Section 504), 29 U.S.C. §794, the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 *et seq.*, and the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §2641 *et seq.*

Contractor's staff shall participate in staff development opportunities provided by the Board pertaining to IDEA, ADA, Section 504, and AHERA.

Contractor shall fully cooperate with the Board in every way deemed appropriate by the Board to allow the Board to oversee and monitor the activities of Contractor and to ensure compliance with all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities. The Board is authorized to direct and mandate that Contractor perform such activities and take such corrective actions, as the Board may determine are necessary and/or appropriate, to ensure full compliance with all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities. The Board reserves the right to terminate this Contract under paragraph III.C.2. below if Contractor, as determined by the Board, does not fully cooperate with the Board, does not perform such activities or take such corrective actions as may be directed and mandated by the Board or does not remedy any real or perceived violation or failure to the satisfaction of the Board.

Contractor shall assume responsibility for all direct and indirect costs, expenses, damages and/or liabilities as may be determined by the Board, including, but not limited to, attorney fees and hearing costs, arising out of, or associated with issues related to compliance with all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities and with Contractor's obligation to cooperate and take corrective actions under this paragraph.

T. Title I. Contractor shall be eligible to receive Title IA funds and/or services as defined and outlined by MPS's written guidelines, policies and procedures and all applicable laws, rules, regulations and guidance pertaining to Title I. Should Contractor seek Title I funding, it shall comply with all procedures and directives of MPS's Title I Office. Attached hereto, and incorporated by reference, as Appendix Q, are specific requirements regarding provision of Title I services in addition to a compilation of current Title I forms which Contractor is required to timely complete. As, in the course of normal business, these documents are revised and updated, the Title I Office will provide the same to Contractor as soon as reasonably possible.

If Contractor's school, at any time during the term of this Contract, is identified as a focus school, a priority school or a school persistently failing to meet expectations, (per DPI's ESEA Waiver proposal), Contractor shall implement and be financially responsible for any interventions and/or strategies required based upon the school's status.

If, during the term of this Contract, MPS ~~becomes a "District Identified for Improvement", (DIF) fails to meet expectations under the Wisconsin State Accountability System Metric,~~ Contractor shall implement interventions and/or strategies required, based upon the requirements of Title I and its implementing regulations.

Contractor shall provide all necessary equipment, materials and supplies to effectively offer Title IA services to eligible students. All equipment, materials, and supplies purchased with Title I funds remain the property of MPS and must be labeled and inventoried in accordance with the procedures and standard reports included in Appendix Q. No Title I materials may be moved or transferred without the consent of MPS's Title I Office.

In addition to the staffing requirements set forth in Section I.E., Contractor must employ a sufficient number of "highly qualified", as that term is defined in § 9101(23) of the Elementary and Secondary Education Act, and properly-trained persons to effectively offer Title IA services. All teachers and paraprofessionals whose assignments are funded through Title I, Part A must be "highly qualified" at the time of hire. Contractor shall maintain a list of qualified substitute personnel to ensure continuity of Title IA services in cases of extended staff absence. Substitute teachers paid out of Title I funds must be "highly qualified" teachers.

Contractor must ensure that all students to whom it is providing Title IA services meet Title IA eligibility requirements, as defined in the Elementary and Secondary Education Act. For "targeted assistance" schools, an "Eligibility Report", (see Appendix Q), shall be completed by Contractor in accordance with the deadlines identified and further updated throughout the term of this Contract as needed. Contractor shall ensure that reasonable accommodations are made for students with disabilities.

Reimbursement payments for Title I expenditures will be made to Contractor three times a year, as identified in Appendix Q and in conjunction with properly submitted Expenditure Claim Reports. In any invoice submitted to MPS for Title I reimbursement, MPS **will disallow all or part of the invoice** if any portion of the services were not delivered in strict accordance with this Contract, the application approved by the Department of Public Instruction, Title I rules and regulations, and the invoicing requirements set forth in Appendix Q. In particular, MPS will not pay, either in whole or in part, for the following: 1) services to identify those students that are eligible to participate in Title IA services; 2) expenses related to Title IA services provided at a school after the date of closing; 3) any expenditure not previously approved on Contractor's Title I Budget; 4) reimbursement for salary and fringe not supported by time and effort reporting as required; and 5) any expenditure not authorized by Title I rules and regulations, including, but not limited to, any recruitment or marketing materials.

U. Proof of Compliance. Contractor shall provide the Board with all of the following: 1) proof that a valid occupancy permit for school usage has been obtained; 2) proof that an Asbestos Hazard Emergency Response Management Plan has been completed, 3) Contracted Program Annual Budget for 2015-2016, 4) Program Annual Budget Expenditures Report for 2014-2015, if Contractor was under contract with MPS during that period, 5) proof of all insurance required under this Contract, 6) Contractor's 2015-2016 calendar for the Educational Program, and 7) all other items required and set forth in the Contract Compliance Checklist attached hereto and incorporated herein by reference as Appendix L.

V. Calendar. Contractor shall provide the MPS Office of Contracted School Services with each school year calendar indicating days and hours of operation upon approval of contract. MPS reserves the right to reject any calendar submitted. Calendar shall meet or exceed all state requirements in terms of days/minutes of yearly instruction. Contractor shall provide the

Educational Program for at least six (6) hours and forty (40) minutes each day per full-time equivalent (FTE) for at least 180 days each school year in accordance with Contractor Pupil Schedule and Contractor Teacher Schedule attached hereto and incorporated herein by reference as Appendix A.

W. Wisconsin Public Records Law. Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

X. Wisconsin Mandatory Reporting Requirements. The Contractor will comply with all requirements of Chapter 48 of the Wisconsin Statutes, including but not limited to Wis. Stat. § 48.981 which sets forth Wisconsin’s mandatory reporting requirements. Any report made to the appropriate authorities pursuant to this Chapter shall also be made, in writing, to the MPS Office of Contracted School Services within 48 hours of the incident giving rise to the report. All employees of Contractor shall cooperate with any related investigations by MPS or law enforcement officials.

Y. National School Lunch Program. Contractor will adhere to the procedures and requirements, as dictated by federal law, attached hereto and incorporated herein by referenced as Appendix R. Contractor shall also, during the term of this contract, follow updated procedures and requirements when provided by MPS’s Department of Nutrition Services. Contractor understands and agrees that failure to adhere to these federally-mandated procedures and requirements may result in fines, suspension and/or termination of the National School Lunch Program.

II. MILWAUKEE PUBLIC SCHOOL RESPONSIBILITIES

A. Payment.

The per pupil Full Time Equivalent (FTE) rate for Partnership School shall be 80% of the most recent Comprehensive Annual Financial Report after deductions for grants and extension funds. This amount is then adjusted by the two most recent annual state revenue limit per pupil amounts. The total costs of this contract shall be based on the Partnership School FTE count for up to a maximum of ~~125~~ FTE’s, plus any Title I and other categorical aid funds that Partnership School is entitled to receive.

MPS shall make payment to Contractor if the Contractor is in good financial standing with MPS and so long as Contractor does not have any outstanding financial obligations to MPS that are more than 30 days old.

Field Code Changed
Field Code Changed

Partnership School shall provide MPS with an official enrollment and FTE count by the third Friday in September and the Second Friday in January of each year during the term of this contract. MPS shall make payment to Partnership School not to exceed the per pupil FTE rate allocation multiplied by a maximum of ~~125~~ FTE pupils, in accordance with the following schedule:

1. Forty percent (40%) of total annual payment*, less 40% of the MPS administrative fee shall be made by MPS by July 20th upon receipt and approval of all items required for contract compliance - Appendix L, Contract Compliance Checklist. .
2. Twenty percent (20%) of total annual payment*, less 20% of the MPS administrative fee shall be made by MPS by November 20th upon receipt and approval of all items required for contract compliance - Appendix L, Contract Compliance Checklist.
3. Thirty percent (30%) of total annual payment* , less 30% of the MPS administrative fee shall be made by MPS by February 20th upon receipt and approval of all items required for contract compliance - Appendix L, Contract Compliance Checklist.
4. Ten percent (10%) of total annual payment*, less 10% of the MPS administrative fee shall be made by MPS by May 20th upon receipt and approval of all items required for contract compliance - Appendix L, Contract Compliance Checklist.

5. Payments as set forth in Section II.A.1-4 above may be delayed or withheld in the event that MPS determines that it has not received and approved the items required for contract compliance as set forth in Appendix L, Contract Compliance checklist. Payments may be delayed or withheld until such time that MPS has received and approved all such items for contract compliance.

6.5. If a contract change is agreed to by the parties, payment shall be made in accordance with a Contract Change Form. These payments will be issued separately from the four payments above except for contract change FTE modifications. Contractor must be in compliance with the items set forth in Appendix L, Contract Compliance Checklist, be in good financial standing, and have no obligations to MPS more than 30 days old.

* Annual payment is the fixed allocated amount

B. Suspension, Disallowance and Recovery of Funds. The Board shall not make payment for pupils who are not residents of the City of Milwaukee placed in the Educational Program under this Contract in accordance with this Contract, nor for any costs not specifically authorized by this Contract. Specifically, the Board shall:

1. Disallow payment for any pupil claimed under this Contract by Contractor who is also claimed by Contractor under another tuition reimbursement program, including, but not limited to, the Milwaukee Parental School Choice Program; and

Formatted: Font: (Default) Times New Roman, 12 pt

Field Code Changed

2. Disallow any costs the Board determines are unauthorized or inappropriate under this Contract. The Board shall have the right to recover any payments made for costs the Board determines are unauthorized or inappropriate under this Contract; and

3. Suspend any payments otherwise due under this Contract if the Board determines that Contractor is in violation of any of the provisions of this Contract or the regulations governing this Contract until such time as the Board determines Contractor has remedied said violation(s); and

4. Recover any funds paid by the Board to Contractor which are not expended in a manner consistent with this Contract and the Contractor Annual Budget set forth in Appendix F; and

The Board may, at its option, terminate this Contract for failure to achieve the required average daily pupil attendance rate.

C. District and State Required Assessments. The Board shall provide and score any assessments required to be administered to MPS pupils participating in the Educational Program under this Contract, consistent with MPS Administrative Policy 7.38, Balanced Assessment Systems, attached hereto and incorporated herein by reference as Appendix M.

D. Transportation and School Nutrition Services. Contractor has the option of providing pupil transportation directly to their students or purchasing MPS transportation services. The Board shall provide meals pursuant to the guidelines and standards of the National School Lunch Program. MPS's Department of Nutrition Services will provide Contractor with instructions for participation in said program as well as a billing calendar which shall reflect how Contractor will be invoiced for the meals. Such documents will be updated as needed and provided to Contractor as soon as reasonably possible when revised.

III. TERM AND TERMINATION

Field Code Changed

A. Term. The term of this Contract is July 1, 2017⁵ to June 30, 2018⁶.

B. Contract Renewal Process. This Contract may be renewed for subsequent years, based upon MPS' assessment of the outcome of a contract review, using the Contract Review Recommendation Checklist, attached hereto as Appendix N and incorporated herein by reference. Under no circumstances shall the Board be obligated to renew this Contract.

C. Termination. This Contract may be terminated before expiration of its term upon any of the following circumstances:

1. Both parties agree in writing to the termination; or
2. Board determines that Contractor, or any of its representatives, has violated the provisions of this Contract, or the regulations governing it; or

3. Board determines that the performance of Contractor, as measured by the Board, does not warrant continuation of this Contract; or
4. Board determines that the quality of the administration, staff or services of the Program fall below the standards outlined in this Contract; or
5. During the term of this Contract, federal and/or state funds supporting this Contract are reduced. This Contract shall automatically terminate in the event the Board fails to appropriate sufficient funds to continue this Contract; or
6. Board determines that pupils enrolled in the Educational Program under this Contract have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01 or the academic performance criteria established by the Board; or
7. Board determines that Contractor has failed to comply with all applicable local, state and federal laws and guidelines, and with generally accepted accounting principles and standards, including applicable categorical and/or grant guidelines and financial standards; or
8. Contractor's status as a nonprofit §501(c)(3) organization is denied or revoked by the Internal Revenue Service.

D. Contractor Program Description:

1. In the event there is a conflict between this Contract or any of its appendices and the Contractor Program Description ("Appendix B"), this Contract or its appendices shall control, unless otherwise agreed to in writing by both parties.
2. It is recognized that the Appendix B that was submitted to the Board was an invitation to enter into a Contract and that the Board is not bound by any of the proposals or provisions set forth in the Appendix B. Contractor does not have the right to enforce any provisions set forth in Appendix B, unless the same have been specifically incorporated into this Contract.
3. Board reserves the right to hold Contractor to any of the representations or assurances made by Contractor in Appendix B or other papers submitted in support of Appendix B, regardless of whether such representations or assurances are contained in this Contract. Contractor's failure to adhere to the representations and assurances made in Appendix B and other supporting papers shall constitute a violation of this Contract. Appendix B and other supporting papers shall be kept on file in the MPS Office of Contracted School Services, 5225 West Vliet Street, Milwaukee, WI 53201-2181.

E. Recovery of Funds. In the event that this Contract is terminated, the Board shall be entitled to recover all funds advanced to Contractor for which Contractor has not yet performed services. Such recovery shall be made on a pro rata basis based on the length of the term of this

Contract and the length of time services were performed by Contractor. This recovery by the Board shall not be affected by whether Contractor has already spent the funds advanced by the Board. The decision of the Board shall be final.

F. Approval of the Milwaukee Board of School Directors. This Contract is contingent upon the approval of the Milwaukee Board of School Directors and may be amended only upon the written agreement of the Board and Contractor.

G. Miscellaneous.

1. Governing law. This Contract shall be governed by the laws of the State of Wisconsin.

2. Waiver. No waiver of any breach of this Contract by the Board shall be deemed as a waiver of any other or subsequent breach.

3. Assignment. This Contract shall not be assigned or delegated by Contractor.

4. Severability. In the event any provision of this Contract is determined to be invalid, unlawful or unenforceable to any extent, the remainder of this Contract shall not be affected, and each remaining provision of this Contract shall continue to be valid and enforced to the fullest extent permitted by law.

5. Entire Agreement. This Contract constitutes the entire contract and current understanding between the parties. It supersedes and replaces any and all prior contracts between the parties except as referenced and incorporated herein.

6. “Board” or “MPS”. Whenever in this Contract, reference to the “Board” or “MPS” is made, it is understood that such terms are interchangeable and that they may refer to any MPS employee or representative authorized by the Board to act on the Board’s behalf.

7. Technology.

a. The Board shall provide, and Contractor staff shall attend, the various training classes conducted regarding the correct and efficient use of all business applications.

b. The Board shall provide Internet and E-mail access for Contractor’s staff and all pupils enrolled in the Educational Program under this Contract. Contractor’s staff must agree and sign the MPS Staff Internet Safety Acceptable Use Policy (AUP) attached hereto and incorporated herein by reference as Appendix O and parents/guardian and teachers must complete and sign the Student Internet Safety Acceptable Use Policy (AUP) attached hereto and incorporated herein by reference as Appendix P regarding the use of all

technology provided by Contractor, including technology that provides staff and students with E-mail and Internet access.

c. The Board shall provide Contractor with telephone technical support, as deemed necessary by the Board.

IV. APPENDICES

The following documents are hereby made part of this Contract and Contractor agrees to abide by all of the terms and conditions therein:

- Appendix A: Contractor Pupil & Teacher Schedule
- Appendix B: Contractor Program Description
- Appendix C: Contractor Admissions Prerequisites
- Appendix D: MPS Parent/Student Handbook on Rights, Responsibilities, and Discipline
- Appendix E: MPS Administrative Policy 7.37, Graduation Requirements
- Appendix F: Contractor Annual Budget
- Appendix G: Contractor Semi-Annual and Annual Budget Expenditures Report
- Appendix H: MPS Administrative Policy 8.14, Truancy
- Appendix I: MPS Administrative Policy 9.09, Visitors to the School
- Appendix J: Contractor Request for Funds Form
- Appendix K: INSITE: Finance Analysis Model for Education
- Appendix L: Contract Compliance Checklist
- Appendix M: MPS Administrative Policy 7.38, Balanced Assessment Systems
- Appendix N: Contract Review Recommendation Checklist
- Appendix O: MPS Administrative Policy 6.34, Staff Internet Safety Acceptable Use Policy (AUP)
- Appendix P: MPS Administrative Policy 8.48, Student Internet Safety Acceptable Use Policy (AUP)
- Appendix Q: Title I Guidelines and Forms
- Appendix R: MPS Ship Out Sites Instruction Sheet for Daily Reporting as part of the National School Lunch Program

In the event an inconsistency exists between this Contract and any of its appendices, this Contract shall be controlling.

APPROVED:
**MILWAUKEE BOARD OF
SCHOOL DIRECTORS**

APPROVED:
BANNER DAY LEARNING CORP.
d/b/a/ BANNER PREP
CONTRACTOR

← - - - Formatted: Indent: Left: 3", First line: 0.5"

MARK A. SAIN, President
Milwaukee Board of School Directors

~~Title:~~SIDNEY YELDELL
Executive Director

Date: _____

Date: _____

DARIENNE B. DRIVER, Ed.D.
Superintendent of Schools

Date: _____

1034-2017-1186:240185

