

# (ATTACHMENT 4) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Contract Requisition Number: CR058950  
Contract Number: C031237  
Vendor Number: V023791

## MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of March, 2023, by and between **TNTP, Inc** (“Contractor” or “TNTP”) and Milwaukee Board of School Directors (“MPS”).

### 1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

**TNTP, Inc (Contractor) shall provide training, support, and other services to increase capacity for the Parent and Community Engagement function, as follows:**

Session	Description	Deliverables
Training One: Department Assessment and Opportunities	<ul style="list-style-type: none"><li>• Reflect on the progress to date of this office, since its inception and surface seminal wins, strengths, and emerging opportunities</li><li>• Acknowledge and clarify the impact of the pandemic on parent and community engagement</li><li>• Assess department strategies and goals</li></ul>	<ul style="list-style-type: none"><li>• SY23 Priorities, Goals, Strategies, and Metrics</li></ul>
Training Two: Vision and Value Proposition to MPS, Schools, Parents, and Students	<ul style="list-style-type: none"><li>• Understand the vision of MPS and the role of the Parent and Community Engagement team</li><li>• Imagine the hopes and dreams of students, parents, and school communities to articulate a clear vision</li><li>• Clarify the team’s departmental value to the district and other relevant sub-teams</li></ul>	<ul style="list-style-type: none"><li>• An updated department one-pager that includes vision, value, and goals for the year (in service to student learning)</li><li>• An updated presentation deck that captures the “essence” of the department to be shared broadly across schools and the district</li></ul>
Training Three: Department Framework and Methodology	<ul style="list-style-type: none"><li>• Describe an effective, research-based framework for strengthening parent and community engagement</li><li>• Describe how to best implement this framework in partnership with parent coordinators and others</li><li>• Identify the pillars of the team’s work</li></ul>	<ul style="list-style-type: none"><li>• Produce a school-facing document that socializes school leadership to the refreshed practices of the office, and that clarifies the role of the school principal in helping to advance the department’s work</li></ul>
Training Four: Application and Continued Internal Alignment	<ul style="list-style-type: none"><li>• Determine how best to socialize district stakeholders</li><li>• Determine structures and systems to maintain internal alignment with the team as conditions shift</li></ul>	<ul style="list-style-type: none"><li>• A plan to train and norm all parent coordinators and school leaders on new framework and methodology</li><li>• A learning module that explicitly offers the department’s vision, strategy, goals, framework, and practices for district and community stakeholders</li><li>• Team meeting protocols and best practices that ensure that the team remains aligned and clear on the department’s vision over time.</li></ul>

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1. Visioning and Alignment: Refine this team's vision, framework, and methodology to support staff effectiveness that ensures the team's work is deeply integrated into the broader set of goals at schools and interdepartmental agencies like the School Performance and Communications teams. Specifically, develop the departmental value of this team with a lens for student learning.
  2. Internal Capacity Building: Support the development of the office's 5-person team to:
    - i. Create a professional learning agenda for the district's, school-based parent and community coordinators
    - ii. Coach and train team to raise expectations and facilitate learning with coordinators
  3. Direct Support: Directly engage with the district's more than 130 parent coordinators by:
    - i. Facilitating ongoing learning rooted in Contractor's Four Pillars for Authentic Community Engagement model
    - ii. Providing ongoing coaching, observations, and feedback to parent coordinators
    - iii. Supporting the creation of systems and structures that monitor the work of parent coordinators and connect their work to student learning
- b. Sustainability: Work with MPS to articulate a multi-year learning and impact trajectory of the Parent and Community Engagement that sustains the work of parent coordinators.

Contractor's support will occur in five phases across the 2022-2023 and 2023-2024 school years. This sequence of engagements will provide parent coordinators, the time and space to internalize, apply, and refine learnings while also managing the myriad of responsibilities they hold in their assigned school. This sequence will also enable MPS and Contractor to reflect on their work together and intentionally respond to the needs of schools and parent coordinators.

## Phase I: March 2023

Three-Week Intensive: Visioning and Alignment

Contractor will work with the Parent and Community Engagement team to clarify the direction the office will take over the next few years, articulate its value proposition, and refine the office's vision, theory of action, and methodologies. This series of learning will take place over four sessions during the month of October.

- a. Training One: Department Assessment and Opportunities
- b. Training Two: Vision and Value Proposition to MPS, Schools, Parents, and Students
- c. Training Three: Department Framework and Methodology
- d. Training Four: Application and Continued Internal Alignment

Key deliverables in this phase include:

1. 4 training sessions
2. Defined vision, value proposition, and strategy
3. Defined anchoring framework and methodology for supporting parent coordinators and school
4. Team audit aligned to goals and strategies inclusive of a pre, pulse, and post-survey of coordinators and staff
5. Tools/Resources for maintaining internal alignment

## Phase II: Mid-March-May 2023

Direct Capacity Building: This phase shall include direct engagement of parent coordinators across the district and continued coaching for the Parent and Community Engagement team.

Key Deliverables for this phase include:

1. Monthly training sessions for parent coordinators
2. Monthly coaching touchpoints for the Parent and Community Engagement team
3. Commensurate resources and tools
4. Three in-person coaching and observations sessions for parent coordinators and/or team staff

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Contractor shall customize session content to ensure support (a) best meets the needs of team trends and (b) tightly aligns with other district and network initiatives.

## **Phase III: Summer 2023**

SY23 Reflection, Revisions, and SY24 Planning

Key Deliverables:

1. Departmental assessment of SY23 engagements
2. Departmental audit
3. TNTF NPS Survey
4. SY24 Engagement Plans

## **Phase IV: September 2023 -April 2024**

Direct Capacity Building: This phase shall include direct engagement of parent coordinators across the district and continued coaching for the Parent and Community Engagement team.

Key Deliverables for this phase include:

1. Monthly training sessions for parent coordinators
2. Monthly coaching touchpoints for the Parent and Community Engagement team
3. Commensurate resources and tools
4. Three in-person coaching and observations sessions for parent coordinators and/or team staff

Contractor shall customize session content to ensure support (a) best meets the needs of team trends and (b) tightly aligns with other district and network initiatives.

## **Phase V: April 2024 -June 2024**

Sustainability: This phase will include a comprehensive post-engagement audit of the Parent and Community Engagement team, a recommendations report for best practices, and a post-engagement strategic plan that sustains the work over time.

Contractor shall package all resources, sessions, and learning into a playbook from which the district can leverage after this work has concluded.

Contractor's final invoice shall be received by July 17, 2024

Contractor shall provide, at its own expense, all personnel, supplies, and equipment required to perform the services under this Contract.

## **2. TERM**

This Contract shall be in effect from March 1, 2023 through June 30, 2024.

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

## **3. COMPENSATION**

Total compensation under this Contract shall not exceed \$155,725, payable in equal amounts on a monthly basis.

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

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

Milwaukee Public Schools  
ATTN: Christy Stone, Director of Strategic Partnerships and Customer Service  
5225 West Vliet Street  
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. 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. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

#### 4. NON APPROPRIATION OF FUNDS

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

#### 5. NON-DISCRIMINATION

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

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

#### 6. INDEMNITY

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

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

#### 7. BACKGROUND CHECKS

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check") on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at [564@milwaukee.k12.wi.us](mailto:564@milwaukee.k12.wi.us)), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All

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determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

## 8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella 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 Contractor by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages 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 Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

## 9. SHIPPING /TAXES

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors' Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

## 10. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

## 11. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said

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termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

### 12. TERMINATION BY MPS - BREACH BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving ten (10) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor cures the alleged violation within the ten (10) days. 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 Contractor for use in completing the Contract.

### 13. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor twenty (20) days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

### 14. LIMITATION OF LIABILITY

Notwithstanding any damages that mps might incur under this agreement for any reason whatsoever (including, without limitation, all direct damages), tntp's entire liability under this agreement and mps' exclusive remedy under this agreement will be limited to one million dollars (\$1,000,000). The foregoing limitations, exclusions, and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose.

This Section will survive the termination of this Agreement.

### 15. INTELLECTUAL PROPERTY

Title to and ownership of all work product, data, reports, designs, templates, and materials created by or on behalf of TNTP prior to the Effective Date of this Agreement or in the course of implementing and executing the Services, whether partial or complete, and any work product derived therefrom (collectively referred to as the "Work"), shall be and remain solely in TNTP except for the MPS Data. The MPS agrees that all Work created by will not be transferred, shared, licensed or sold by the MPS to any other entity under any circumstances without the prior written consent of TNTP. TNTP shall be considered the author of the Work for purposes of copyright and only TNTP shall have the right to copyright the same. Additionally, TNTP retains all rights, title and interest in and to all processes, methods, systems, layouts, and information including TNTP's Video Library, Learning Portal, Insight, Academic Scorecard and online platforms (collectively the "TNTP Tools") used in creating the Work. Nothing in this Agreement shall be deemed to grant to the MPS any ownership rights in the Work or the TNTP Tools, and except as expressly granted to the MPS hereunder, the MPS shall have no right or license with respect thereto.

As between the MPS and TNTP, the MPS owns all (a) data provided to TNTP by or on behalf of MPS in connection with this Agreement and (b) all content contained in the Work and final deliverable ("MPS Data"). The MPS agrees that TNTP may use de-identified MPS Data to perform its obligations hereunder and may use de-identified MPS Data for its legitimate business purposes, including, without limitation, for purposes of publication, research, evaluation and presentation by TNTP.

The terms of this Intellectual Property Section shall survive the termination of this Agreement.

### 16. INDEPENDENT CONTRACTOR

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Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor 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 agree 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 Contract.

## 17. ASSIGNMENT LIMITATION

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

## 18. PROHIBITED PRACTICES

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n 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."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

## 19. LIVING WAGE REQUIREMENT

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

## 20. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

## 21. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

## 22. INTEGRATION / SEVERABILITY

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

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

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

## 23. CHOICE OF LAW & FORUM

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

## 24. TIMING

Time is of the essence in this Contract.

## 25. 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").

## 26. FORCE MAJEURE

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

## 27. STUDENT DATA

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment. MPS agrees to secure any consents from teachers, staff, students, families, or parents/guardians that are required by all applicable laws, including but not limited to FERPA, for Contractor's use of student data or student work samples in rendering Contractor's Services, and ensure that such consents allow Contractor to rely on such consent when acting as an agent of the MPS.

## 28. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.



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Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

29. MPS LOGO/PUBLICITY; CONTRACTOR'S TRADEMARKS

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach. MPS may not use any TNTP trademark without the prior written consent of TNTP.

30. ORDER OF PRIORITY

Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

31. PUBLIC RECORDS

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 the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

32. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 0 hours. Failure to achieve these requirements 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.

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

CONTRACTOR (Vendor #: V023791)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Janine Adamczyk  
Director of Procurement & Risk Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

TNTP, Inc  
500 7<sup>th</sup> Avenue, 8<sup>th</sup> Floor  
New York, NY 10018  
(917) 720-9926

By: \_\_\_\_\_  
Keith P. Posley, Ed.D.  
Superintendent of Schools

Date: \_\_\_\_\_

SSN / FEIN: [REDACTED]

Budget Code: PRT-0-S-9D3-IF-ECTS

By: \_\_\_\_\_  
Robert E. Peterson, President  
Milwaukee Board of School Directors

Date: \_\_\_\_\_

Reviewed by Insurance Compliance:

By: \_\_\_\_\_

Date: \_\_\_\_\_