

(ATTACHMENT 29) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of July 2014, by and between **UW Board of Regents- UW Madison** (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

The University of Wisconsin-Madison (Contractor), and Milwaukee Public Schools (MPS) agree to the following terms and conditions of services. Contractor shall provide 2 FTEs to serve as project development consultants and program coordinators of teaching, learning, and services rendered between UW Madison and MPS GEAR UP. Contractor shall provide the specific services outlined below.

CLASS Trips:

Contractor will host eight CLASS (Campus, Leadership, Academics, Social, Survey) Trips for TEAM GEAR UP 9th and 10th grade students and parents. Four CLASS Trips will occur in the fall of 2014 and the other four CLASS Trips will occur in the spring of 2015. Each college tour will accommodate up to 50 students and parents. The CLASS Trips during the MPS school day must be at least 90 minutes long. The University of Wisconsin Madison and TEAM GEAR UP will be responsible for recruiting, selecting, and coordinating the participation of students and parents who participate in the college tours. During the college tour, Contractor shall provide students and parents with information about degree programs, financial aid, student life/college experience and UW-Madison precollege programs. Contractor will discuss the precollege application process with students and parents. It is understood that students and parents may be photographed and/or filmed in connection with and while participating in these events. Participation includes implied consent. Contractor, at the start of each tour, will inform tour participants of the implied consent and allow participants the option of not being photographed or filmed.

Build -A- Badger Challenge:

The contractor will hold 9th and 10th Grade Build-A-Badger Challenge classroom presentations during the fall semester of 2014 at Morse-Marshall and James Madison Academic Campus to inform students about the *Build-A-Badger* Challenge as well as UW-Madison and its colleges and programs. The UW-Madison staff will inform the students of the challenge through presentations and the distribution materials. Contractor agrees to work with the TEAM GEAR UP advisors and/or school counselors to monitor the progress of students who enroll in the program. Contractor will create a student/parent release form to permit access to grades through GEAR UP advisors and/or school counselors. Students agreeing to participate in the *Build-a-Badger* Challenge will receive academic advising focused on a review of their *Build-a-Badger* portfolio and grade reports. Students would also be eligible for incentives provided by Contractor if they successfully complete the grade level tasks laid out in the *Build-a-Badger* Challenge. *Build-A-Badger* presentations will be provided at all TEAM GEAR UP schools to 9th and 10th grade students as coordinated by TEAM GEAR UP and/or school staff. During these presentations, students will receive information about appropriate steps they need to take to prepare them for post-secondary education as well as information from UW-Madison and its colleges and programs.

BUCKY Visits:

Contractor will work with Morse-Marshall and James Madison Academic Campus as the adopted schools for BUCKY (Bringing the University into Classrooms with Knowledge for the Youth) Visits. Contractor will meet directly with the schools principal, teachers, and staff to assess the needs of the school and develop the parameters of the partnership. Contractor will provide the school with UW-Madison information, promotional materials and financial aid information to help foster a college-going culture at the school. Contractor will also provide BUCKY visits from a variety of schools, colleges, departments, programs, and diverse students at UW-Madison to supplement the classroom curriculum with academic enrichment activities, motivate and assist students in the achievement excellence, and promote a college-bound culture throughout the school. Additional workshops will be provided at the school, as mutually agreed upon and determined based on the needs and resources of the school and UW Madison. Contractor will also provide pre-college information sessions, college preparation workshops, major exploration labs, and academic enrichment activities for parents and students at all target schools as part of the general BUCKY Visit program.

PEOPLE Program:

The PEOPLE Program will accept qualified ninth grade students from the TEAM GEAR UP target schools during the Spring of 2015. These students will participate in PEOPLE programming on a year-round basis beginning with the PEOPLE residential summer camp during the summer of 2015 and will be required to comply with all PEOPLE Program admission and participation requirements. The contractor agrees to attend student fairs that target TEAM GEAR UP students to promote the PEOPLE Program. The PEOPLE Program must have access to ninth grade students during the fall of 2014 and spring of 2015 in order to provide recruitment presentations to qualified students at each of the TEAM GEAR UP target schools. Contractor will also work closely with TEAM

GEAR-UP advisors and/or the district office to mail materials directly to the parents of targeted qualified students to recruit them into the PEOPLE Program. Contractor, assisted by TEAM GEAR UP advisors and MPS staff, will facilitate and guide parents and students through the PEOPLE Program application and review processes. Contractor will assist TEAM GEAR UP advisors to secure completed application packages from students and parents. Contractor will provide periodic meetings with all 10th grade PEOPLE students at the targeted GEAR UP schools to monitor *Build-a-Badger* Challenge progress and discuss program expectations and updates. Contractor will also work closely with TEAM GEAR UP advisors and/or guidance counselors to track these students' academic progress through grade and attendance reviews. Parents will be contacted by GEAR UP coordinators in regards to students' academic progress, program status, and to inform students/parents of all upcoming PEOPLE events. Two statewide cohort meetings, one in the fall of 2014 and one in spring of 2015, will provide students with early exposure to UW-Madison programs, degrees, as well as current academic and career options. Contractor will provide college readiness programming that will prepare students socially, culturally, professionally, and personally for post-secondary education. Students will again participate in three week residential academic enrichment camp at UW-Madison during summer of 2015.

UW-Madison Summer Pre-College Camps:

During the fall and spring, the contractor and TEAM GEAR UP will jointly recruit TEAM GEAR UP students into UW Madison summer 2015 precollege programs, including the Summer Music Clinic Senior Session, College Access Program, and Accelerated Learning Program (ALP). Program descriptions, costs, and requirements are attached to this contract. Contractor will negotiate with campus partners to mitigate the cost of participation as much as possible. Contractor will attend student fairs that target TEAM GEAR UP students to promote attendance at the summer programs. Contractor will also work closely with TEAM GEAR-UP advisors and/or the district office to mail materials directly to the parents of targeted qualified students to recruit them into the summer programs. Contractor, assisted by TEAM GEAR UP advisors and MPS staff, will facilitate and guide parents and students through the UW-Madison precollege program application and review processes. Contractor will assist TEAM GEAR UP advisors to secure completed application packages from students and parents. Contractor will serve as the recipient of the complete packages, and will advocate, within UW Madison, for admission of TEAM GEAR UP students. Contractor will also host and coordinate a special orientation for the parents of students accepted into the programs to familiarize parents with the summer programs objectives, activities, rules, regulations, living and dining areas, and program administrators.

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

2. TERM

This Contract shall be in effect from September 1, 2014 through August 31, 2015.

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 \$108,000.00.

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.

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:

MPS Curriculum & Instruction
ATTN: Rudy Ruiz
5225 W. 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 because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. 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 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' negligence for acts, policies, or directives that affect the activities covered by this Contract.

7. BACKGROUND CHECKS

A criminal information background check is required for all persons providing services under this Contract, including volunteers, that: (1) provide services in MPS facility(ies) on a regular and ongoing basis or more than 5 hours per week; and (2) come into contact with or have access to MPS students with or without the presence of an MPS teacher or MPS supervisor.

The purpose of this check is to ensure there is nothing that would render the person(s) unfit to perform services under this Contract where there is contact and or access to MPS students. MPS will, in its sole discretion, determine whether there is anything in a background check that would render a person unfit to work in an MPS facility with contact or access to MPS students. MPS shall perform background checks in the state(s) in which the individual resided for at least 6 months in the last 5 years, and was 18 years old or older at the time.

Contractor may perform its own criminal background checks through the Wisconsin Department of Justice Crime Information Bureau ("CIB"). Contractor shall provide the completed criminal background checks at least 10 days prior to any services being performed pursuant to this Contract.

MPS will perform the necessary background investigation at the rate of \$10.00 per person. In the event Contractor chooses this option, Contractor may contact the Office of Classified Staffing at 475-8157 to obtain the necessary forms. Please note that all forms must be filled out and submitted at least 30 days prior to the commencement of the services.

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

8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

The State of Wisconsin, including the board of Regents of the University of Wisconsin System, is self-funded for liability (including general, professional, and automobile) under secs. 895.46, 893.82 and 20.505(2)(k) of the Wisconsin Statutes. This protection provides coverage for UW's officers, employees and agents, while in the course and scope of their duties. The State of Wisconsin Liability Program is funded to pay in excess of \$1 million for negligent acts or omissions of its officers, employees, and agents, in accordance with the statutes. Coverage is continuous under the law.

A certificate of insurance is not available, nor may a sponsor be named as an additional insured.

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 Director Textbook Contract, found on the Milwaukee Public Schools portal (<http://mpsportal.milwaukee.k12.wi.us>) 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 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 twenty (20) 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 promptly cures the alleged violation with twenty (20) 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 20 days notice, but reserves the right to give immediate notice. If 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. INDEPENDENT CONTRACTOR

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' 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 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.

15. 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.

16. 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. Contractor shall adhere to the MPS' Livable Wage Policy that requires all contractors to pay their employees a minimum of \$7.70 per hour.
- D. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- E. No current or former MPS employee may perform services on a professional services Contract without the prior written consent of the Director of Human Relations or her designee.
- F. 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.

17. 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.

18. 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.

19. INTEGRATION / SEVERABILITY

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.

20. 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.

21. TIMING

Time is of the essence in this Contract.

22. 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”).

23. 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’ reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party’s financial condition or negligence).

24. 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.

25. 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 reports and tangible deliverables created under this Contract shall also be the property of MPS. All original data and curriculum development materials shall remain the property of the Contractor. At the request of MPS, copies of such materials will be provided to MPS and MPS shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use such materials for educational purposes.

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.

In the event that Contractor (UWM) seeks to publish or otherwise use information developed during the performance of this Contract, Contractor will provide manuscripts for drafts for review by MPS prior to publication and consider MPS’ suggestions in good faith. Contractor agrees not to publish or otherwise use such information until the earlier of thirty (30) days from submission of same to MPS, or upon receipt of MPS’ written or oral comments, information and ideas. Absent prior written consent, Contractor will not identify MPS as the subject of any studies or analyses derived as a result of this Contract.

26. MPS LOGO/PUBLICITY

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’ Director of Communication and Public Affairs.

27. 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.

28. 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.

29. HUB REQUIREMENT

The HUB requirement on this Contract is 0%. Failure to achieve this requirement may result in the application of some or all of

the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

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

CONTRACTOR (Vendor V004186)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By _____
UW Board of Regents- UWM
21 N. Park Street, Suite 6401
Madison, WI 63715

By _____
Date: _____

Date: _____

Phone Number: (414) 299-3332

By: _____
Gregory E. Thornton, Ed.D., Superintendent of Schools

Tax Id or SS:

Date: _____

Budget Code: GEN-0-I-GQ4-CI-ECTS

By: _____
Michael Bonds, Ph.D., President
Milwaukee Board of School Directors

Date: _____

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

This Contract is not enforceable until signed by the Department of Finance. Payment will not be made on any Contract not on file in the Department of Finance. A minimum of fifteen business days is required for approval.

Reviewed by Division of Insurance and Risk Management

By _____

Date:

Approved as to form and independent Contractor status by Department of Finance.

By _____

Date: