

(ATTACHMENT 7) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition Number: CR053473
Contract Number: C030290
Vendor Number: V004186

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT
FIRST EXTENSION & MODIFICATION**

On January 1, 2022, the Milwaukee Board of School Directors and Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee entered into Professional Services Contract number C030290 (“Contract”), with a term of January 1, 2022 through July 31, 2022. The parties now mutually agree to extend the Contract for a two-year term.

As such, the Contract will be extended for a two-year term, from August 1, 2022 through July 31, 2024 under the same terms and conditions as set forth in the original Contract, except for those specifically modified below.

In accordance with Section 20 of the Contract, the parties modify those terms and conditions identified below.

MODIFIED TERMS:

- 1. **Section 1, Scope of Services**, is modified, to reflect the following:

The last three sentences of the main part of the scope shall now read as follows:

“MPS Students will be able to drop a fall semester course without incurring a W (withdrawn) on their transcript until October 3, 2022, until February 17, 2023 for the spring term, and until June 18, 2023 for the summer term. If courses are dropped by these respective dates, MPS will incur no cost. Fall, spring, and summer course sections shall begin and end on dates that both parties agree to in advance.”

Additionally, the following language is added:

“It Is Mutually Agreed That:

- 1. District instructors who teach UWM Courses under this MOU (“Instructor(s)”) must have been approved by the appropriate UWM academic department to teach such Course.
- 2. Instructor(s) shall perform work under this MOU under the joint direction of the District and UWM; however, the District shall be solely responsible for supervision of the Instructor(s) and assumes and accepts all liability for the Instructor(s) and their work under this MOU.
- 3. The parties will specify the Course(s) to be provided under this MOU, the semester of instruction, and the Course Instructor(s) subsequent to the execution of this MOU.
- 4. Both the District and UWM shall provide students who successfully complete the Course with credit from their respective institutions.
- 5. Courses that are part of this agreement will be collaboratively designed by the Instructor(s) and the assigned UWM faculty liaison to be equivalent to the Course taught on the UWM campus. The Instructor(s) will teach the Course utilizing the Course design, curriculum, and Course policies approved by UWM. Both institutions need to approve any changes in the Instructor(s), delivery mode, Course design, policies, or curriculum.

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6. The UWM faculty liaison, in conjunction with their academic department, will work with the District to establish student eligibility to enroll in the Course. The academic department might have additional or different criteria than UWM's Office of Dual Enrollment ("ODE"), which requires students be juniors or seniors and have at least a 3.0 GPA (on a 4.0 scale), 23 ACT, or strong recommendation from a school counselor or teacher.
7. Both institutions will provide directions and assistance to help students apply for the Course(s). Students are required to complete the high school special UW System application at <https://apply.wisconsin.edu/>. No fee is charged for this application.
8. The District will be responsible for complying with applicable law (including, but not limited to, the Americans with Disabilities Act, the Individuals with Disabilities Education Act, and section 504 of the Rehabilitation Act of 1973) and any costs associated therewith; however, the District shall consult with UWM's Accessibility Resource Center regarding any accommodation requests related to the Course(s): <https://uwm.edu/arc/>.
9. Both institutions will inform Course students of and expect Course students to follow UWM's Student Code of Conduct and follow UWM's policies and procedures for any cases of academic misconduct: <https://uwm.edu/studenthandbook/policies/student-conduct/>.
10. During any time District students are on the UWM campus, they will be subject to the rules and regulations of UWM.
11. Neither party shall discriminate against any applicant for employment, employee, or student on the basis of age, race, religion, color, disability, sex, sexual orientation, national origin, or any other status protected under applicable law: <https://uwm.edu/legal/discrimination/>.
12. If, in the course of providing services under this MOU, either party observes an incident or threat of child abuse or neglect, or learns of an incident of child abuse or neglect, and has reasonable cause to believe that child abuse or neglect has occurred or will occur, such party must make a report of the abuse or neglect as provided for in the UWM Child Abuse and Neglect Policy: <https://uwm.edu/legal/child-abuse-reporting/>.
13. Due to uncertainty surrounding the current COVID-19 pandemic, both institutions agree to discuss in good faith the delivery mode of the Course (for example, online, face-to-face, or a hybrid approach). Both institutions agree to work together if either needs to change delivery mode at some point after the class has started due to changes in institutional policies related to the pandemic.
14. Ownership of and copyright in all materials created by UWM and/or its employee(s) under this MOU including, but not limited to, all course materials, shall remain with UWM and/or its employee(s). District and Instructor(s) shall not be entitled to any ownership rights or copyrights by virtue of this MOU. District agrees not to copy, translate, otherwise reproduce, or disseminate any program materials created hereunder without UWM's express written consent. This prohibition applies to any copyrighted material, in whatever format, including paper and electronic,

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used by Instructor(s). ALL MATERIALS PROVIDED SHALL BE SOLELY FOR USE IN THE SPECIFIC COURSE(S) DESCRIBED HEREIN AND MAY NOT BE OTHERWISE USED BY ANY OTHER PERSON OR ENTITY FOR ANY PURPOSE. Materials developed solely by District or its Instructor(s) without reliance on materials created by UWM or its employee(s) will be owned by District or its Instructor(s), as applicable.

UWM Agrees To:

1. Coordinate the registration process for the Course(s).
2. Set tuition for a Course is set at \$100 per credit hour, per District student, thus the total cost of tuition per District student for a three-credit Course is \$300, and a four-credit Course is \$400. UWM will invoice the District after the add period for the UWM semester for the full tuition amount.
3. Compensate the Instructor(s) with a gross payment of \$500 per UWM section taught for extra efforts involved in implementing the Course. It is agreed and understood that such compensation shall supplement any compensation provided by the District. In the event this \$500 payment does not compensate the Instructor(s) adequately to comply with applicable wage laws, the District shall remain responsible for any necessary additional payments. UWM will compensate the Instructor(s) as “ad hoc instructors” to be paid through UWM payroll and subject to any applicable withholdings. District shall help facilitate any necessary documentation between the Instructor(s) and UWM.
4. Waive segregated fees for District students enrolled in the Course(s). By virtue of such waiver, services usually provided in conjunction with these fees shall not be available to those students.
5. Conduct Course and program evaluation, including evaluations by and of the faculty liaisons and high school instructors, along with student evaluation of Course(s) to ensure high quality.
6. Make unofficial transcripts available to students online at the end of each semester. If official transcripts are needed, the student may request these for a fee through UWM using standard transcript request procedures: <https://uwm.edu/onestop/your-student-record/>.

The District Agrees:

1. The District will provide any supplemental pay necessary to fulfill the wage obligations described above.
2. The District will ensure that the Instructor has completed and passed a Criminal Background Check to work with minors and has completed professional training in FERPA (<https://uwm.edu/ferpa/>) and Information Security, and training comparable to UWM’s Title IX and sexual violence prevention (<https://uwm.edu/titleix/education-and-training/online-training/>).

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3. The District will notify UWM about any extended absence (more than one week) incurred by an Instructor and provide the name and credentials (transcripts and resume) of any Instructor(s) who will be substituting for the Course(s). Substitute Instructor(s) must be approved by the corresponding UWM academic department. If the replacement Instructor is not approved by UWM, the Course will no longer be available for college credit. UWM will try to assist in the case of emergency.

4. The District will pay the above-referenced invoice within 60 days from invoice date.

5. The minimum student enrollment in each Course is enough students to total at least 30 credits (10 students for a 3-credit course; 8 students for a 4-credit course). If fewer than this number of students are enrolled, UWM has the option to cancel the Course. The Course can proceed with fewer students; however, the total amount due to UWM from the District will be no less than 30 credits or \$3,000.

6. The District will cover any expenses for providing textbooks and Course-related materials. The District will ensure that each Instructor adheres to copyright laws when reproducing Course materials.

7. To ensure that students have an equivalent experience when they take a UWM course, the District agrees not to exceed the class capacity that UWM has established for one section/class of this Course. In addition, District agrees not to enroll more than 25% of the total number of students in each section/class with students who are not enrolled in the UWM Course.

8. The District will communicate with ODE staff to verify and adjust Course rosters. UWM is limited in its ability to adjust enrollment (add or drop) after a certain point. If changes or errors in registration or rosters are not brought to the attention of the ODE in a timely manner, UWM may not be able to grant the appeal to add or drop a student. The District will enforce and adhere to all UWM course add and drop deadlines. Standard UWM drop and withdrawal policies, including UW System refund schedules, will apply to all enrollments: <https://uwm.edu/onestop/dates-and-deadlines/important-dates-by-term/>.

9. The District will allow the UWM faculty liaison to observe the Course(s) at least once during the Course(s) term.

10. The District will be responsible for obtaining any releases necessary under the Family Educational Rights and Privacy Act (FERPA) to allow for the free exchange of student information between the District and UWM. <https://uwm.edu/legal/ferpa/>

2. Section 2, Term, is modified, adding the sentence, “This Contract is extended for a second, two-year term, in effect August 1, 2022 through July 31, 2024.”

3. Section 3, Compensation, is modified, adding the sentence, “Total compensation for the period August 1, 2022 through July 31, 2024 shall not exceed \$470,000”

CONTRACTOR

MILWAUKEE BOARD OF SCHOOL DIRECTORS

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By: _____

By: _____

*Janine Adamczyk, Director
Procurement & Risk Management*

Date: _____

Date: _____

Board of Regents of the University of Wisconsin System

On behalf of the University of Wisconsin-Milwaukee By: _____

PO Box 340

Milwaukee, WI 53201

*Keith P. Posley, Ed.D.
Superintendent of Schools*

Tax ID: XXXXXXXXXX

Date: _____

Budget code(s): GN4-0-I-9Y3-EO-ECTS

By: _____

*Robert E. Peterson, President
Milwaukee Board of School Directors*

Date: _____

By: _____

Insurance Compliance

Date: _____