

**(ATTACHMENT 15) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS**

Purchase Requisition Number: CR056573  
Contract Number: C030780  
Vendor Number: V0147460

**MILWAUKEE BOARD OF SCHOOL DIRECTORS  
PROFESSIONAL SERVICES CONTRACT  
SECOND MODIFICATION**

On August 1, 2022, the Milwaukee Board of School Directors (“MPS”) and United Way of Greater Milwaukee and Waukesha County (“United Way”) entered into Professional Services number C030780 (“Contract”), with a term of August 1, 2022 through July 31, 2023. The Contract provided for two additional one-year extensions upon the mutual consent of parties. Subsequently, the Contract was extended for the first additional one-year term, from September 1, 2023 through July 31, 2024.

As such, the Contract will be extended for the second additional one-year term, from September 1, 2024, through July 31, 2025, under the same terms set forth in the original Contract except for those specifically modified below.

**MODIFIED TERMS:**

1. Section 1, Scope of Services is modified, as outlined below:

- a. The bullet-pointed subsection beginning with the heading “Communication:” is struck and replaced with the following:

Communication:

- MPS and United Way agree that United Way’s Director, managers and Community School Coordinators are not MPS employees unless Milwaukee Public Schools is a lead community partner organization. MPS encourages the United Way Director, managers, and Community School Coordinators to regularly communicate with MPS community members. United Way acknowledges that only MPS school administrators may issue official directives, orders, or corrective feedback to MPS employees. In the event there is conflict between an MPS employee and a non-MPS employee or agent, said conflict should be reported to an MPS school administrator for resolution.
- United Way agrees to communicate to MPS leadership any reports of misconduct by Community School Coordinators within 24 hours and to respond to any communications from MPS within the same timeframe. District leadership will operationalize in collaboration with United Way, an investigative process and system for removal or transfer of a community school coordinator. This process is to ensure a work environment that is physically, emotionally, and mentally, safe for all students, staff, and families; free from discrimination, harassment, and bullying.
- Due to the ongoing collaborative partnership between United Way and MPS; United Way and its employees, officers, contractors, and any other persons with knowledge of community school operations shall refrain from making any public announcements, statements, or comments regarding community school operations and projects without prior notice to and approval from MPS. MPS will not unreasonably withhold approval for public announcements, statements, or comments submitted pursuant to this Contract. The parties agree that in the event there is a dispute or concern about community school operations or a community school project, the concerned party will privately communicate its concerns to

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the other party and will allow sufficient time for the other party to privately address said concern before making a public statement.

- United Way and MPS will collaborate to create a consistent public relations messaging and marketing strategy for discussing and promoting community school operations and projects.

### Data and Research:

- United Way agrees to participate in a collaborative data approval process. Thirty days prior to publication or presentation in which MPS data is used (data may include for example, demographics, assessment, and behaviors, for students and staff). United Way must submit a copy for review with talking points to the Community School Coordinator, the Chief of School Administration's Designee of Community Schools, and the Director of Research and Assessment for review. At least one of the three named positions will respond as applicable. Unless otherwise indicated by the Office of Research and Assessment, United Way may use approved MPS data until that data is no longer accurate.
- For the purposes of United Way fundraising, United Way staff agree to share all proposed fundraising presentation materials in advance to MPS.
- United Way must apply for a research application with projects United Way leads in MPS schools, before they are implemented. This includes overview of project, timelines, metrics and any other relevant conditions or considerations to enacting a specific project.

### Professional Development:

- United Way must adhere to MPS professional development guidelines and timelines regarding planning approval, delivery, checks for understanding, and attendance at professional development.
- United Way will participate in the Orientation for Community School Coordinators and Staff Reverification delivered by MPS.
- MPS will include United Way Director in Community School principal onboarding into the Community School model.

b. The following is added to Section 1:

Lead through a shared understanding of each organization's joint work that positively honors the framework and acknowledges MPS and United Way's various roles and responsibilities impacting the outcomes in Community Schools.

MPS is in a system of progress monitoring and continuous improvement. As a result, requests made by United Way that impact leaders and staff will be consistently evaluated for effectiveness towards evidence-

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based improvement.

The following schools will be serviced under this Contract: Auer Avenue Community School, Bradley Tech High School, Browning Elementary, Hopkins Lloyd Community School, James Madison Academic Campus, Lincoln Avenue School, Longfellow School, North Division High School, South Division High School, Westside Academy, Zablocki Elementary, Martin Luther King Jr, Grantosa Drive School, and O.W. Holmes.

2. Section 3, Compensation is modified, to add language: “Total compensation for Year 2 shall not exceed \$300,000 and follow the invoice schedule listed below.”

Schedule of Invoices:

<b>Invoice Due Dates</b>	<b>Period of Services provided</b>
November 6, 2024	September 1, 2024 - September 30, 2024
February 5, 2025	October 1, 2024 - December 31, 2024
May 7, 2025	January 1, 2025 - March 30, 2025
July 16, 2025	April 1, 2024 – June 30, 2025

MPS is only reimbursing Contractor for Community School Coordinators. For the avoidance of doubt, Contractor acknowledges and agrees that MPS is only reimbursing Contractor for Community School Coordinators’ salary only, and not for any other administrative, managerial, or executive staff, including, but not limited to, any non-Community School Coordinator roles or positions identified in this Contract.

A properly submitted invoice must include the name identifying the Community School Coordinator, dates and times worked, and the services performed. Additional back-up documentation may be required before an invoice is deemed adequate for auditing purposes.

[signature page to follow]

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

CONTRACTOR (Vendor #: V0147460)

**MILWAUKEE BOARD OF SCHOOL DIRECTORS**

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

By: \_\_\_\_\_  
*Janine Adamczyk, Director  
Procurement and Risk Management*

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

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

United Way of Greater Milwaukee & Waukesha County  
225 W. Vine Street  
Milwaukee, WI 53212  
(414) 263-8100

By: \_\_\_\_\_  
*Eduardo M. Galvan  
Interim Superintendent of Schools*

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

SSN / FEIN: XXXXXXXXXX

Budget Code: OSC-0-S-1T4-LS-ECTS

By: \_\_\_\_\_  
*Marla Herndon, President  
Milwaukee Board of School Directors*

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

Reviewed by Insurance Compliance:

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

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