

**MASTER AGREEMENT REGARDING THE PROVISION OF TITLE IA SERVICES TO ELIGIBLE CITY OF MILWAUKEE STUDENTS ENROLLED IN NON-PUBLIC SCHOOLS, TITLE IIA PROFESSIONAL DEVELOPMENT SERVICES, TITLE IIIA SERVICES, AND TITLE IVA STUDENT SUPPORT/ACADEMIC ACHIEVEMENT SERVICES TO NONPUBLIC SCHOOL PERSONNEL**

This AGREEMENT (“Agreement” or “Master Agreement” or “Contract”) is entered into this 1<sup>st</sup> day of July 2020, by and between the Milwaukee Board of School Directors (“MPS”) and Owner’s Group d/b/a Learning Exchange (“Provider” or “Contractor”).

**WHEREAS**, MPS is responsible for arranging for the provision of Title IA educational services, Title IIA professional development services, Title IIIA English learner services, Title IVA student support and academic achievement, and for the monitoring of such services for the purpose of improving academic achievement; and

**WHEREAS**, MPS has issued RFP 1024 to choose a provider for Title IA Services for eligible City of Milwaukee students attending non-public schools, Title IIA professional development services for non-public school personnel, Title IIIA services for eligible Milwaukee resident English learners and Title IVA student support and academic achievement services for students attending non-public schools; and

**WHEREAS**, Provider was chosen pursuant to RFP 1024 to provide Title IA educational service for City of Milwaukee resident students attending non-public schools, Title IIA professional development services to nonpublic personnel and Title IIIA for City of Milwaukee resident English language learners, and Title IVA student support/academic achievement and attending non-public schools; and

**WHEREAS**, Provider and MPS have mutually agreed to enter into an agreement based upon the recommendation of a committee of MPS administrative personnel and non-public school representatives;

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the parties agree as follows:

**I. TERM**

This Agreement shall commence upon full execution of the Agreement and terminate on June 30, 2021, with the possibility of two one-year extensions. MPS will determine whether such extensions are requested based on the performance metrics below. Each criterion will be ranked by appropriate MPS staff on a 1-10 scale. A total score of 85% of the points will be considered passing; but does not guarantee extension. A score between 70-84% will require specific action plans to be developed and approved by MPS prior to any extension. A score equal to or below 69% is a failure and no extension will be considered.

Title IA and Title IIA Performance Metrics	Points
Title IA students will meet or beat the expected outcome measures for reading and/or math.	10
At least 95% of students that received Title IA services for 5 months or more will have a pre and post assessment for the required reading and/or math assessment (currently STAR).	10
Title IA enrolled students at each school will have at least 87% attendance rate in Title services.	10
No more than 50% of Title IA allocations by school will be spent before final allocations are provided. No more than 50% of Title IIA professional developments allocations by school will be spent before final allocations are provided. Provider will not exceed the amount set aside for materials allocation in Title II. Provider will not exceed the final Title IA amounts set aside by school for instruction. Provider will not exceed the final Title IIA amounts set aside by school for professional development.	10
Completed invoices and accurate supporting documentation are submitted by the 15 <sup>th</sup> of each month	10

(Title IA/IIA).	
Title IA instructional services will begin at each school in September or earlier (for early start school). A provider that does not start services on time may have the school reassigned to another provider. Contractor will maintain 100% of their schools.	10
Title I monthly reconciliation reports by school will be submitted with the invoice documenting at least the following issues: class sizes, hiring teachers, teacher certification, teacher absences, school closures, and instructional start up.	10
Accurate reports with back up documentation will be submitted by due date (e.g., attendance, inventory, demographic).	10
A Provider has not had a major Title IA/IIA audit finding (e.g., one that causes a financial restatement) or any that were repeated for the third year. If no audit is required, then provider has not had any significant inconsistencies in the financial reports required under the contract.	10
Only Title IA students, their parents and their teachers will be served with Title IA funds.	10
<b>Total</b>	<b>100</b>

Title IIIA Performance Metrics	Points
Title IIIA students will show progress towards reclassification on the ACCESS for ELLs test (5.0 overall score).	20
Title IIIA enrolled students at each school will have at least 87% attendance rate in Title services.	10
No more than 50% of Title IIIA allocation by school will be spent before final allocations is provided. Provider will not exceed the final Title IIIA amounts set aside by school.	10
Completed invoices and supporting documentation will be submitted by the 15 <sup>th</sup> of each month	10
Title IIIA instructional services will begin at each school in September or earlier.	10
Title IIIA monthly exception reports by school will be submitted with the invoice documenting at least the following issues: class sizes, hiring teachers, teacher certification, and instructional start up.	10
Accurate reports with back up documentation will be submitted by the established due date. (e.g., attendance, inventory, demographic).	10
A provider has not had a major Title IIIA audit finding (e.g., one that causes a financial restatement) or a minor finding that was repeated for the third year. If no audit is required, then provider has not had any significant inconsistencies in the financial reports required under the contract.	10
Only Title IIIA students, their parents and their teachers will be served with Title IIIA funds.	10
<b>Total</b>	<b>100</b>

Title IVA Performance Metrics	Points
Provider maintains control of licenses, memberships, and or online subscriptions. Documentation will be submitted with invoice.	20
No more than 50% of Title IVA allocations by school will be spent before final allocations is provided. Provider will not exceed the final Title IVA amounts set aside by school.	10
Completed invoices and supporting documentation are submitted by the 15 <sup>th</sup> of each month (Title IVA).	20
All Title IV materials purchased are in a secure location of the non-public schools, listed on the inventory list and has an MPS asset tag or label indicating the items are property of MPS.	20
Accurate reports with back up documentation will be submitted by due date (e.g., inventory, etc.).	20
Provider has not had a major Title IVA audit finding (e.g., one that causes a financial restatement) or that was repeated for the third year. If no audit is required, then provider has not had any significant inconsistencies in the financial reports required under the contract.	10
<b>Total</b>	<b>100</b>

## II. SCOPE OF SERVICES

Provider shall provide Title IA services to eligible City of Milwaukee residents attending non-public schools, Title IIA professional development services to non-public school personnel, Title IIIA services for eligible Milwaukee resident English learners, and Title IVA Student Support & Academic Enrichment services to private school students, parents and school personnel in accordance with RFP 1024 (herein expressly incorporated by reference), Provider's Response to RFP 1024 (herein expressly incorporated by reference), and all applicable laws, rules, regulations and guidance for Title IA, IIA, IIIA, IVA programs. Provider shall provide all necessary equipment, materials and supplies to effectively offer the Title IA services to eligible students, Title IIA professional development services to non-public school personnel, Title IIIA, and services to eligible students and Title IVA student support/academic achievement services. All equipment, materials, and supplies purchased with Title IA, IIA, IIIA, and IVA funds remain the property of Milwaukee Public Schools and must be labeled and properly inventoried as set forth in section IV. Materials purchased with Title IA, IIA, IIIA, IVA funds must remain with the school that generated the Title allocation. This includes proprietary curriculum. No materials may be moved or transferred without the consent of the Milwaukee Public Schools Title I Office. Provider must ensure that Title IA and IIIA inventory is used only by Title IA and IIIA staff and only with eligible students receiving Title IA and IIIA services, respectively. Provider may allow non-public school staff members working with students receiving Title IA and IIIA services to borrow professional development materials using a check out system. Provider must ensure items are returned prior to year-end close out at each school. Title IVA materials must be stored in a locked/secure location when not being used by school personnel. Title IIA funds may be used to purchase materials and supplies that are the focus of the professional development. Title IIA does not permit the use of program funds to purchase materials and supplies (e.g., graphing calculators, iPads, Kindles) that, although they may benefit students, are not directly connected to the teachers' professional development.

Provider must employ a sufficient number of certified and properly trained persons to effectively offer the Title IA, IIA, IIIA, and IVA services to properly meet the needs all of the schools and manage services under the provider. All teachers must be fully licensed and hold a valid state of Wisconsin teaching license through the Department of Public Instruction (DPI), such as an Initial, Professional, or Master Educator license. All Title IIIA teachers must be fully licensed and hold a valid state of Wisconsin 395 license. Exceptions will be made on a minimal, as-needed basis for candidates with an emergency teaching license/permit. Emergency license/permit staff must be noted as such on the instructional tracker. For each teacher, a DPI license number must be entered on the instructional tracker along with the date of the most recent background check. Please note that persons with a substitute, aide, and/or intern licenses are not considered to be fully licensed teachers. Paraprofessionals must have:

- A. At least two years of higher education which is equivalent to at least 48 semester hours from an accredited higher education institution, or
- B. Obtained an associate (or higher) degree.
- C. Has taken and passed one of the required assessments.
  1. WorkKeys ACT
  2. Parapro-assessment ETS
  3. ParaEducator Master teacher
  4. Authentic Portfolio)

All Title IA paraprofessionals in targeted assistance schools must work under the close supervision of certified teachers. Provider shall maintain a list of qualified substitute personnel to ensure continuity of services in cases of extended staff absence. A qualified substitute has at minimum an undergraduate degree and must obtain a substitute license from the Department of Public Instruction. After the 3<sup>rd</sup> consecutive day of a teacher's absence the provider may not invoice MPS for instructional time until the teacher returns, or a substitute teacher is provided. After the 20<sup>th</sup> consecutive day of the certified teacher's absence, a certified teacher substitute must be provided.

Provider's program shall provide participating children an equitable opportunity to meet the Common Core State standards or alternative high standards in reading and mathematics. The program must be based on effective methods and instructional strategies for improving achievement that are founded on scientifically based research; give primary consideration to providing extended learning time; and provide an accelerated, high-quality curriculum. The instructional program developed by the Provider shall not only supplement but also coordinate with the instruction that the non-public school children are receiving in their regular classrooms.

The Provider shall develop and implement strategies for timely and meaningful consultation between the contracted Title IA personnel and the non-public schoolteachers of participating children to ensure that the Title IA instructional program supplements and is coordinated with regular classroom instruction received by the non-public school participants. Allowing for collaborative time between the Title teacher and school teacher is permissible and should be built into the daily schedule. Such communication shall be conducted in a manner that shall avoid excessive entanglement between the Title I personnel and non-public school staff.

The Provider shall provide high quality Title IIA professional development services to private school educational personnel.

According to Title IX, section 9109(34) of ESEA high quality professional development means:

- Improve and increase teacher knowledge of academic subjects and enable teachers to become highly qualified
- Integral part of broad school-wide educational improvement plan
- Give teachers and principals the knowledge and skills to help students meet challenging State academic standards
- Improve classroom management skills
- Are sustained, intensive and classroom focused and are not one day or short term workshops
- Advance teacher understanding of effective instruction strategies that are based on scientifically based research, and
- Are developed with extensive participation of teachers, principals, parents and administrators.

The core academic subjects are English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography.

The Provider shall report any difficulties in establishing or maintaining contact or with instituting services at assigned schools and provide MPS with copies of written communications sent to participating non-public schools as they are sent. Provider shall document all difficulties on the monthly instructional tracker.

Provider must ensure that all students to whom it is providing services meet Title IA or IIIA eligibility requirements, as appropriate.

Provider must ensure that all non-public school personnel to whom it is providing professional development services meet Title IIA eligibility requirements. Principals, teachers and other educational personnel are eligible to participate in Title IIA professional development.

Provider shall notify the Superintendent of Milwaukee Public Schools of any correspondence received from the United States Department of Education or the Wisconsin Department of Public Instruction that requires a formal response.

Provider shall ensure that eligible private school educators have an opportunity to participate in Title IIA, IVA activities. Title IA, Title IIA, Title IIIA and IVA services must be secular, neutral, and non-ideological.

The Provider shall use the amount allocated for parent and family engagement under the contract (an amount to be specified by MPS each year for each school) to carry out family engagement activities, including family literacy and parenting skills; and use the professional development funds allocated to provide professional development activities on the strategies implemented in the Title room, (an amount to be specified by MPS each year for each school). The Provider shall plan and order light snacks for family engagement (FE) activities based on past history of the number of parents that attended family engagement activities at each individual school. Provider shall send out RSVP's to families prior to any parent and family engagement activities. RSVP's must be submitted with the monthly invoice. Unreasonable purchases of materials, food, and presenters will not be reimbursed if not aligned to past history of parent attendance at family engagement events and the RSVP's submitted. Title I funds should not be used to purchase food for non-public personnel, Title I staff or students. The purchase of light snacks for family engagement activities is allowable as long as there is a connection to a programmatic purpose, the activity is a least two hours in length, runs over the dinner hour and the cost is reasonable.

The Provider shall provide oral and written instructions to its staff emphasizing that the Title IA, IIA, IIIA, and IVA programs must be conducted in compliance with the restrictions and safeguards set forth in this Contract to ensure the secular nature of the Title IA, IIA, IIIA, and IVA programs, including the provisions on selection of personnel, instructional

facilities, communication between employees of the provider and non-public school personnel, monitoring instrument, and limitations on instructional activities.

The Provider shall obtain suitable facilities for providing Title I and III services to selected non-public school students in accordance with all applicable laws. Provider shall ensure that reasonable accommodations are made for students with disabilities.

Provider must perform unannounced visits to all Title I and III sites serving non-public school children on a rotating basis during each school year to ensure the maintenance of the secular nature of the programs.

Provider must use an assessment system identified and supplied by MPS to accurately reflect the progress of children and non-public school personnel served. Provider will ensure that MPS has full access to all formal STAR reports and to a secure site to get an export file of the reports in excel. Provider will invoice against each school's allocation on a reimbursement basis for the STAR assessment just as other costs for instruction are invoiced. Backup documentation must be provided that shows the Renaissance Learning STAR assessment invoice along with the per-pupil cost and which students' assessments are being billed.

Provider must have timely and meaningful consultation, at minimum 1 per month, with appropriate non-public school officials during the design and development of the program for eligible non-public school students which shall continue through implementation and assessment. Provider shall maintain accurate records of communication with non-public school personnel and provide documentation to MPS upon request.

Provider will share the online calendar used to track Monthly Consultation meetings, professional development provided by provider/subcontractor/coach etc., with the Title staff.

Provider must coordinate with non-public personnel to provide opportunities throughout the day for the Title teacher and school teacher to collaborate for supplemental instructional services.

Provider must provide ongoing staff development for Title teachers that are specific to the strategies implemented in the Title rooms.

All services to students shall be of sufficient duration, focus, and frequency to allow significant student achievement gains as further defined herein.

### **III. COMPENSATION**

The total dollar amount of this Contract is not to exceed \$10,714,225.38. The total dollar amount is a combination of Title IA, Title IIA, Title IIIA and Title IVA funding. When separated by funding source the dollar amount of this Contract is not to exceed \$8,776,214.36 for Title IA services, not to exceed \$1,017,927.81 for Title IIA services, not to exceed \$233,615.00 for Title IIIA services and not to exceed \$686,468.21 for Title IVA services broken down by school and by expenditure type in the attached Exhibits A, B, C, and D. The dollar amount is preliminary only. The *finalized* contract dollar amount by school and by expenditure type will be sent out as soon as practical after the Wisconsin Department of Public Instruction (DPI) provides MPS the final numbers.

In no event shall Provider expend more than 50% of the amounts allocated for Title IA in each category (instruction, family engagement, professional development) and set forth in the *preliminary* Exhibit A before receiving the finalized budget, as the encumbrances may decrease in the finalized budget. In the event that the finalized budget categories of professional development and family engagement are decreased more than 50% and result in a zero or negative balance, instruction funds may be used for parent and family engagement and professional development expenditures. In no event shall the Provider expend more than 50% of the amounts allocated for Title IIA professional development and set forth in the *preliminary* Exhibit B before receiving the finalized budget, as the encumbrances may decrease in the finalized budget. In no event shall the Provider expend more than 50% of the amounts allocated for Title IIIA in each category (instruction, family engagement, professional development) and set forth in the *preliminary* Exhibit C before receiving the finalized budget, as the encumbrances may decrease in the finalized budget. In no event shall the Provider expend more than 50% of the amounts allocated for Title IVA in each category (well-rounded education, safe and healthy students, and effective use of technology) and set forth in the *preliminary* Exhibit D before receiving the finalized budget, as the encumbrances may decrease in the finalized budget.

In no event shall reimbursement for Title IA and IIIA services to eligible City of Milwaukee resident students and Title IIA professional development services for non-public school personnel and Title IVA support services to non-public students, non-public personnel and non-public families exceed amounts allocated under each category and set forth in the finalized Exhibit A and B (or 50% of the preliminary allocations in each category in Exhibit A and B). Expenditure of funds in the provision of services to eligible students and non-public school personnel at individual schools is contingent upon the school's acceptance of Title IA, IIA, IIIA or IVA services, cooperation in the provision of required information (student eligibility information, for example), and continuing viability as a school program.

It is expected that Title IA, IIA, IIIA, and IVA services will be delivered based upon available school allocations. Failure to provide such services in a timely and satisfactory way may result in the reassignment of school allocation(s) to another provider or a District decision not to renew a contract for subsequent school years. Provider may not increase the instructional FTE rate due to late start up at a school. The instructional, professional development and family engagement rates may not exceed what Provider stated would be charged in each category in its response to RFP 1024.

MPS does not pay in advance for services. Payment will be made only after submission of a properly submitted invoice including all required back up documentation.

#### **IV. PROVIDER'S DELIVERABLES AND REPORTING**

##### **A. Provider shall provide the following documentation prior to the beginning of services:**

1. Proof that teachers and staff are certified. Provider must turn in a printout from the DPI demonstrating that each teacher holds a current State of Wisconsin teaching license.
2. Provider must provide proof that each of its employees, agents, volunteers, sub-contractors or other personnel providing services on behalf of the Provider has passed a criminal background check within the last 12 months.
3. Provider's proof of insurance. If children that should be receiving services are unable to receive services due to failure by the Provider to obtain insurance for a period of five (5) school days, those children will be reassigned to another provider.

##### **B. Provider shall ensure that services are delivered in accordance with the following:**

1. Provider shall ensure that there is a minimum assigned ratio of students to teachers of 6:1 and a maximum assigned ratio of 8:1, unless otherwise approved in writing by the Supervisor of the MPS Title I Office.
2. Provider shall ensure that there is a minimum of 120 minutes per subject area delivered over at least two class periods per five instructional days per child, unless otherwise approved in writing by the MPS Title I Supervisor.
3. Provider shall ensure that MPS Title I, Title III and Title IV Tags/stamps are affixed to all non-consumable materials and MPS Fixed Asset Tags affixed to technology and items over \$50 in value purchased with Title funds and accurately inventoried according to those numbers. These labels should be received from the Title I Office. There may be no advertising/company logos/school logos on any purchased Title IA, IIA, IIIA or IVA materials.
4. Provider shall ensure that a fully completed MPS Asset Disposal Form is submitted to the MPS Title I or Title III office and approved by the Title I or Title III office prior to any items being moved to a different location, scrapped, or given to Title I or Title III students and deleted from the inventory.
5. Provider shall ensure that professional development activities to be carried out for private school personnel is based on a review of scientifically based research and is expected to improve student academic achievement.

##### **C. Provider shall meet the following deadlines for the specified meeting(s) and deliverables: Payments will be withheld until deadlines are met.**

###### **1. Initial Meeting**

The Provider shall meet with designated MPS officials within no more than ten (10) working days after the effective date of this Agreement to discuss all aspects of services to be delivered pursuant to this Agreement ("Initial Meeting"). Provider shall be prepared to discuss all aspects of the Management Plan and Report, outlined in Sections 2.2 and 2.3.2 of RFP 1024.

2. **Data Regarding Professional Development and Family Engagement Workshops to be Included in Catalogs (updates submitted by May 31st)**
  - (a) Provider shall submit a description of all professional development and Family Engagement workshops and activities to be listed in the Title I, II, III, and IV Professional Development Catalog and the Title I and III Family engagement Catalog with a precise breakdown of all fees associated with the services (hourly rate).
  - (b) Approval will be based on reasonableness of costs as determined by the Title I and Title III Office.
  - (c) In no event will MPS reimburse more than the hourly rate set forth in the catalog without written pre-approval from the Title I or Title III Office.
  - (d) Provider may work with non-public schools and participants to charge less than what is listed in the catalogs for a workshop or activity.
  - (e) MPS reserves the right to omit from the catalog all workshops or activities if it is determined that the activity is not allowable or the fees are deemed unreasonable or excessive.
  
3. **Auditor's Report (by October 1 after the year services are delivered) (see Section 2.3.13 of RFP 1024)**
  - (a) Provider shall ensure its auditor forward directly to MPS its audit for the prior year's services in accordance with Budget Circular 1-133. (Any delay in getting audit to MPS Title office will delay processing of invoice check.)
  - (b) If the first year of delivering services, Provider shall submit a copy of the Engagement Letter from an independent CPA Certified Public Account to perform the audit at year-end.
  
4. **Eligibility Report (by September 30<sup>th</sup>, November 30<sup>th</sup>, January 30<sup>th</sup>, March 30<sup>th</sup>, and May 30<sup>th</sup>)**

Provider shall maintain a report of non-public school children who are eligible to participate in the Title I and/or Title III program ("Eligibility Report") by October 1 for fall services and 5 days prior to the beginning of summer Title IA and Title IIIA services. Provider shall ensure that the eligibility list is properly completed and stored in the Title I room. The Eligibility Reports must contain the following:

  - (a) Demographic Information - by student including:
    - Gender
    - Race(s)/ethnicity(ies)
    - Special education needs
    - English Learner (EL)
    - Migrant
    - Homeless;
  - (b) Eligibility criterion;
  - (c) Title IA and Title IIIA ranked needs and subject area needs for each student being served;
  - (d) Current school enrollment information;
  - (e) Assurance from participating schools that all participating students are City of Milwaukee Residents;
  - (f) Assurance from school official of parent consent for all Title I program participants and a Home Language Survey (HLS) for all Title III program participants; and
  - (g) A Home Language Survey (HLS) with a language other than English and screener score for all Title IIIA program participants.
  - (h) If applicable, signed statements of the non-public school administrators who have refused all or part of the services available to them – or if not available, a copy of a certified letter to the school

documenting the refusal. No students with lower Title I ranked needs will be served until all students with higher ranked need are being served.

**5. Inventory report (by the 15<sup>th</sup> of each month)**

A combined Title IA, IIA, IIIA, and IVA inventory spreadsheet shall be updated monthly and submitted to the Title I office to reflect additional materials purchased. The report must include an inventory spreadsheet listing:

- (a) All non-consumable materials purchased for use for non-public school Title IA, IIA, IIIA, and IVA program.
- (b) Location (building and location within building)
- (c) Initial value
- (d) Year of purchase
- (e) Condition and description
- (f) Serial number if available
- (g) MPS Fixed Asset Tag number
- (h) Dates and explanation for disposals, losses, theft, transfers, or storage (the MPS Title IA and/or Title IIIA office must be notified for any of these events)

**6. Management Report (by November 1). Provider shall present management report to Title I and Title III office if requested by MPS Title I Office and Title III office.**

Provider shall file a combined Title IA, Title IIA, Title IIIA, Title IVA Management Report that sets forth the following for each Title:

**REQUIRED FOR TITLE IA:**

- (a) A needs assessment in consultation with the non-public school;
- (b) An updated Management Plan (in consultation with the non-public school) for the accomplishment of the tasks, subtasks, key events/calendar of events, deadlines, deliverables, and a plan to assess annual progress that must be reviewed and approved;
- (c) A list of all vendors employees (including vendor administrators), Title teachers, substitute teachers, volunteers, contractors and any other persons providing services under this Agreement. Provider shall include a spreadsheet that contains:
  - Staff name
  - Job title
  - Employment status (FTE – 1.00 or less)
  - DPI License Number
  - Employee salary
  - Certification
  - Expiration date
  - Criminal background check (yes/no – record/no record) If record, include criminal background check(s)
  - Month/date/year background check completed
  - List of qualified substitute personnel
- (d) A listing of students served and demographic information including for each school students served - by grade level:
  - Number of male and female students
  - Race(s)/Ethnicity(ies) of students
  - Total number of students served
  - Number of Special Education students
  - Number of English Language Learners (ELL) students
  - Number of migrant students



- Number of homeless students;
- (e) The status of the implementation of the family engagement activities under Title IA;
- (f) The status of the implementation of professional development activities as required by Title IA; and
- (g) The approach to communication with classroom teachers; including how and when communications between the Title I personnel and the participating children's regular classroom teacher will occur. Provider shall update the report if additional students are tested to add the results of the pre-tests or other changes occurring throughout the year.

**REQUIRED FOR TITLE IIA:**

- (a) A professional development plan in consultation with the non-public school;
- (b) An updated Management Plan (in consultation with the non-public school) for the accomplishment of the tasks, subtasks, key professional development events/calendar of events, deadlines, deliverables, and a plan to assess annual progress that must be reviewed and approved;
- (c) A list of all employees, (including vendor administrators), title teachers, substitute teachers, volunteers, contractors and any other persons providing services under this Agreement. Provider shall update the list on a monthly basis as new personnel are hired. Provider shall include a spreadsheet that contains:
- Contractor's name
  - Job title
  - Resume
  - Topics of expertise
  - Employment status (FTE – 1.00 or less)
  - Experience
  - References
  - Education/Certification
  - Expiration date
  - Criminal background check (yes/no – record/no record) If record, include criminal background check(s)
  - Month/date/year background check completed
- (d) A listing of staff served and detailed information including for each school staff served - by subject area:
- Total number of staff served
- (e) The status of the implementation of professional development activities as required by Title IIA; and
- (f) The approach to communication with contractor's employees and non-public school personnel; including how and when communications between the contractor's employees and non-public school personnel will occur. These discussion and meetings shall be limited to mutual professional concerns regarding the Title IIA program.

**REQUIRED FOR TITLE IIIA:**

- (a) A needs assessment in consultation with the non-public school;
- (b) An updated Management Plan (in consultation with the non-public school) for the accomplishment of the tasks, subtasks, key events/calendar of events, deadlines, deliverables, and a plan to assess annual progress that must be reviewed and approved;

- (c) A list of all employees, including vendor administrators, substitute teachers, volunteers, contractors and any other persons providing services under this Agreement. Provider shall include a spreadsheet that contains:
  - Staff name
  - Job title
  - Employment status (FTE – 1.00 or less)
  - DPI License Number
  - Employee salary
  - Certification
  - Expiration date
  - Criminal background check (yes/no – record/no record) If record, include criminal background check(s)
  - Month/date/year background check completed
  - List of qualified substitute personnel
- (d) A listing of students served and demographic information including for each school students served - by grade level:
  - Number of male and female students
  - Race(s)/Ethnicity(ies) of students
  - Total number of students served
  - Number of Special Education students
  - Number of English Learners (EL) students
  - Number of migrant students
  - Number of homeless students;
- (e) The status of the implementation of the Family Engagement activities under Title IIIA;
- (f) The status of the implementation of professional development activities as required by Title IIIA; and
- (g) The approach to communication with classroom teachers; including how and when communications between the Title IIIA personnel and the participating children’s regular classroom teacher will occur. Provider shall update the report if additional students are tested to add the results of the pre-tests or other changes occurring throughout the year.

**7. Demographic Report (by July 20)**

The provider shall submit a Demographic Report in the Excel format designated by MPS. The Demographic Report will list the number of students that received even one day of Title I services during the year. The report will be organized by school, by grade level, and include the following designations:

- (a) Gender
- (b) Ethnicity
- (c) Neglected
- (d) English Learner
- (e) Homeless
- (f) Migrant

**8. End of the Year Report (by July 31<sup>st</sup>)**

The Provider shall generate a combined Title IA, IIA, IIIA, and IVA End of the Year Report including but not limited to a review of the following for each Title:

**REQUIRED FOR TITLE IA:**

- (a) Final eligibility and selection of children served in the required format;

- (b) A description of program services and activities, especially new services, activities, methods, etc., and the result of their use;
- (c) A description of the performance of Title I personnel, including a description of performance ratings, description of exceptional instruction and services, description of and reasons for unsatisfactory performance, and other information on teacher performance that may have affected, positively or negatively, student achievement;
- (d) Records of student progress and reports of student progress to parents;
- (e) Results of the assessments/evaluation of each program (i.e., reading, math, language arts, academic counseling, professional development, family engagement, etc.) to determine whether participating non-public school children are meeting, or making annual progress toward meeting the Common Core State Standards or any alternative standards developed in consultation with participating non-public schools;
- (f) A written description of the process for teacher evaluation of student performance;
- (g) Evaluation of professional development and coaching activities conducted for eligible non-public school staff members to determine impact on student growth and whether goals are being met. ;
- (h) An evaluation of the parent and family engagement activities to determine the effectiveness of the activities in increasing the participation of parents, to identify barriers to greater participation of parents in activities, and to use the findings to improve the strategies for program improvement and Family engagement ;
- (i) Records of communication between Title I teachers and non-public school teachers;
- (j) Records of meetings/communications with parents;
- (k) Organization and condition of instructional facilities;
- (l) A description of special problems encountered, and solutions applied or anticipated;
- (m) A description of complaints and status of their resolution
- (n) Description of the monitoring procedures used by Providers' instructional supervisors including but not limited to monthly monitoring schedules, records of site visits completed, results of the visits, and any follow-up completed;
- (o) Review of the effectiveness of the maintenance of the secular nature of the programs used for Title I purposes which must include descriptions of all unannounced visits to each Title I staff member on-site each month. The Provider shall visit all Title I sites serving non-public school children on a rotating basis during each school year; and
- (p) Review assigned schools not being served, difficulty in provision of accurate and complete eligibility reports, difficulties in staffing or any other information about services not being offered as required under the terms of the RFP or contract and steps taken to resolve the concerns.

**REQUIRED FOR TITLE II:**

- (a) A description of program services and activities, especially new services, activities, methods, etc., and the result of their use;
- (b) A description of the performance of Title IIA personnel and subcontractors, including a description of performance ratings, description of exceptional professional development services, description of and

reasons for unsatisfactory performance, and other information on professional development providers that may have affected, positively or negatively, the impact of professional development;

- (c) An evaluation of professional development activities conducted for eligible non-public school staff members.
- (d) The total number of staff provided high quality professional development.
- (e) A description of special problems encountered, and solutions applied or anticipated; and
- (f) A description of complaints and status of their resolution.
- (g) An inventory spreadsheet listing all non-consumable materials purchased for use for non-public school Title IIA programs. Such materials are to be labeled "Property of Milwaukee Public Schools, Title IIA" and included in an inventory that indicates their location (building and location within building), initial value, year of purchase, condition and description, including serial or MPS tag numbers if available.

**REQUIRED FOR TITLE IIIA:**

- (a) The results of the assessment of the Title IIIA programs Provider is providing, demonstrating whether participating children are meeting, or making annual progress toward increasing the language acquisition targets and meeting the State's student academic achievement standards or any alternative standards developed in consultations with participating non-public schools;
- (b) A description of program services and activities, especially new services, activities, methods and the result of their use;
- (c) A description of the performance of Title IIIA personnel, including a description of: performance ratings, exceptional instruction and services; reasons for unsatisfactory performance; and other information on teacher performance that may have affected, positively or negatively, student achievement.
- (d) An evaluation of family engagement activities to determine the effectiveness of the activities in increasing the participation of parents, to identify barriers to greater participation of parents in activities, and to use the findings to improve the strategies for program improvement and Family engagement.
- (e) An evaluation of professional development activities conducted for eligible non-public school staff members.
- (f) A description of special problems encountered, and solutions applied or anticipated; and
- (g) A description of complaints and status of their resolution.
- (h) List of programs not making annual progress along with a report on how Provider, in consultation with appropriate non-public school officials, shall make modifications to the instructional program that are warranted and have the greatest likelihood of making annual progress toward increasing the language acquisition targets and meeting the State's student academic achievement standards or any alternative standards developed in consultation with participating non-public schools.
- (i) An inventory spreadsheet listing all non-consumable materials purchased for use for non-public school Title IIIA programs. Such materials are to be labeled "Property of Milwaukee Public Schools, Title IIIA" and included in an inventory that indicates their location (building and location within building), initial value, year of purchase, condition and description, including serial or MPS tag numbers if available.

Required for Title IVA:

- (a) A description of program services and activities, especially new services, activities, methods, etc., and the result of their use;
- (b) A description of the performance of Title IVA personnel and subcontractors, including a description of performance ratings, description of exceptional professional development services, description of and reasons for unsatisfactory performance, and other information on professional development providers that may have affected, positively or negatively, the impact of professional development;
- (c) An evaluation of well-rounded education activities, safe and healthy students activities and effective use of technology activities conducted for eligible non-public school students, personnel, and parents.
- (d) The total number of staff provided high quality professional development.
- (e) A description of special problems encountered, and solutions applied or anticipated; and
- (f) A description of complaints and status of their resolution.
- (g) An inventory spreadsheet listing all non-consumable materials purchased for use for non-public school Title IVA programs. Such materials are to be labeled "Property of Milwaukee Public Schools, Title IVA" and included in an inventory that indicates their location (building and location within building), initial value, year of purchase, condition and description, including serial or MPS tag numbers if available.

## V. INVOICING

By the 15th of each month, Provider shall submit a separate properly completed invoice For Title IA, IIA, IIIA, and IVA with appropriate back-up documentation attached so that payment may be made. MPS will only issue one check for the Title I, Title II, Title IV invoice. A separate check will be issued for the Title III invoice. Please ensure that all documentation is complete before submitting an invoice. Expenditures not properly documented will be disallowed. The vendor shall notify MPS when Invoices are uploaded to OneDrive A properly submitted Title IA invoice, separate Title IIA invoice, separate Title IIIA invoice, and separate Title IVA invoice must be submitted electronically and include all of the following for each invoice:

### A. Monthly Invoicing Report

This template (in an Excel spreadsheet) is provided by MPS and serves as the basis to document all monthly expenditures for which reimbursement is sought. The report must present cumulative expenditures since the beginning of each contract year;

### B. Back-up documentation (PD Checklist including required documents will be provided by Title Office)

1. Pre-Approval Form *or* the catalog number for the services;
  - (a) The Pre-Approval Form must be submitted 30 days before the date of the purchase or event. Pre-Approvals must be completed for any event outside of the Title IA and IIIA Professional Development/Family engagement Catalog and Title IIA Professional Development Catalog. For technology expenditures, pre-approval may require an MPS Network Vendor conducting an on-site visit to the non-public school to make a determination whether the requested technology expenditure is reasonable and necessary to facilitate instruction in the Title IA and IIIA classroom. Please attempt to submit a minimal number of Pre-Approval Forms per month. Any requests for Pre-Approvals received after services are delivered or goods purchased **will be disallowed** on that basis;
  - (b) The Title IA, IIA, IIIA, and IVA Professional Development Catalog is a list of previously approved professional development workshops and activities that will be published in catalog format and accessible to all non-public schools;
  - (c) The Title IA and IIIA Family Engagement Catalog is a list of previously approved family engagement workshops and activities that will be published in catalog format and accessible to all non-public schools;
2. Instructional billing using the approved format provided by MPS (Title IA and IIIA only)
3. Dated itemized receipts (for purchases) or dated invoices (for speakers/presenters);

4. Dated sign in sheets (for professional development, family engagement sessions and student support sessions);
5. Coursework grade report from accredited university with a grade of b or higher must be provided by the Title IA office and an invoice from the university showing the amount for each approved course was paid;
6. Student attendance reports by targeted assistant class period with year to date attendance rate noted (for Title IA, IIIA, and IVA)
7. Monthly invoices are to be submitted to the Title Office on by 12:00 PM on the 15 of each month by-and responses to feedback within 5 business days unless otherwise approved by the Title I office.
8. Provider shall provide any back-up documentation, including source documents or principal sign off, within 10 business days of request by MPS Title I and Title III office.

**C. Disallowed Payments**

MPS will disallow all or part of the invoice if any portion of the services is not delivered in strict accordance with this Agreement, the application approved by the DPI, Title IA, Title IIA, Title IIIA and Title IVA rules and regulations, and the invoicing requirements set forth herein. ~~In particular,~~ MPS will disallow payment in whole or in part as set forth below:

1. MPS will not pay for services to identify those non-public school children that are eligible to participate;
2. MPS will not reimburse for expenses related to services provided at a school after the date of closing;
3. MPS will not pay for any expenditure related to materials or family engagement expenditures not previously approved on the Title IA and IIIA Pre-Approval Form, Needs Assessment, blanket approved listing or if approval is sought after delivery of the service or purchase of goods;
4. MPS will not pay for any Title IIA expenditure related to materials and supplies expenditures (e.g., graphing calculators) that, although they may benefit students, are not the direct focus of the teachers' professional development.
5. MPS reserves the right to withhold or disallow payment if services are delivered prior to Provider submitting proof of (1) required criminal background checks; (2) insurance; (3) certified teacher status, (4) student eligibility, or (5) prior to receipt of a fully executed contract; and
6. MPS will not pay for any expenditure not authorized by Title IA, Title IIA, Title IIIA, or Title IVA rules and regulations, including any recruitment or marketing materials.

**D. Final Invoice Due Date**

**Final invoices with complete documentation** must be submitted no later than **12:00 p.m.** on July 15<sup>th</sup> of each year. Invoices submitted after this date **will not be paid**. Final payment will not be made unless The Program Monitoring Report (due July 31) is received.

MPS will offset from the final payment the costs of any inventory, which is not properly accounted for or is missing.

MPS will not reimburse for schools that exceed their allotted allocation per Title.

As a matter of practice, MPS attempts to pay all invoices in 30 days of a properly submitted invoice. This is also contingent upon appropriate documentation and satisfaction of HUB requirements. It is mutually agreed that State Prompt pay law does not apply to this contract. Unless otherwise specified/communicated, MPS shall not pay invoices submitted more than 60 days after actual work.

**VI. Recruitment/ Vendor Marketing**

Recruitment and marketing to schools outside of the provider's clientele is limited to the times and methods as detailed below. Any marketing, visiting, or solicitation outside of the circumstances and events listed below are in breach of contract.

**During the Vendor Selection Period or for new schools only the following may occur:**

- A. Vendor Fair: Providers will have the opportunity to set up displays to advertise their services.
- B. Invitation by School: In the event that a school (outside of the Provider's clientele) would like to learn more about a particular Provider, the school may extend an invitation to the Provider. The Provider may at that point visit the school and/or present information on their services.

- C. Provider may send mailings to schools to present information on their services and invite schools to learn more.
- D. Provider may have one showcase presentation to which they invite the nonpublic community through a mailing. Provider must submit a copy of the invitation to the Title I office prior to sending it out.
- E. Provider may not give anything of value exceeding \$25 in a contract year to any particular non-public school official or agent (including the provider's clientele), MPS employee, or member of the Religious and Independent School Advisory Committee (RISAC) committee.
- F. Any recruitment or marketing outside of this section shall be cause for termination pursuant to Section XIV.

**During Consultation Meeting (Maximum of two)**

- A. Vendor Booth Setup At Consultation Meetings (with prior MPS approval)
- B. Provider may solicit sign up for their company's listserv at two consultation meetings determined by MPS. Provider must allow users to unsubscribe.

**VII. STUDENT RECORDS AND CONFIDENTIALITY**

The Provider shall develop and maintain appropriate individual student records that reflect the needs of participating students and their progress toward meeting the student academic achievement standards in the subject areas in which they are receiving instruction or when applicable, language standards. Providers are bound by state law relating to the confidentiality of student records. Provider shall not disclose to the public the identity of any student eligible for or receiving Title IA and IIIA services, unless Provider has received written permission of the student's parent to do so. Provider shall ensure that all participant reports and personal information are kept confidential.

**VIII. AUDIT RIGHTS**

Provider shall use appropriate cash management procedures so that public funds disbursed under this Agreement are discernible from other funds. Provider shall maintain adequate source records, including, but not limited to invoices, payroll records, time sheets, and receipts for up to three years after the termination of this Agreement. Adequate source records include detailed expenditure reports for each of the selected schools.

Provider shall permit authorized representatives of MPS to inspect and audit all data and records of the Provider that are related to Title IA, Title IIA, Title IIIA, and IVA services for a period up to three years after completion of the Contract at any time and as often as deemed necessary by MPS. Expenditure reports and other information shall be provided to MPS in a format and at the time as requested by MPS or its designee. If an audit identifies costs as inappropriate, MPS shall be entitled to recover any payments for such costs.

MPS also reserves the right to monitor the Provider's instructional program, conduct student documentation reviews and review general program requirements. MPS reserves the right to conduct unannounced on-site review inspection of the operations of the Provider, including but not limited to all pertinent records for the purpose of financial audits and state/federal.

The Provider shall provide MPS with annual audited financial statements conducted by an independent auditor and paid for by Provider if services valued at \$300,000 or more are contracted. Such audits will be conducted as required by the U.S. Office of Management and Budget Circular A-133. The Provider's audit will address all applicable U.S. Department of Education ESEA Title program audit requirements (*See* U.S. Department of Education Edgar Requirements in Section A-133). Additionally, the audit will address program compliance issues as specified by MPS, including employee background and certification checks, accuracy and completeness of required student data (demographic, eligibility, performance, attendance (including hours of service offered and delivered and received per service area)), minimal service levels, timeliness and completeness of reports, and spending per category (Educational Services: instruction, materials counseling: Family engagement, Professional Development, and Administration). The independent auditors shall confirm Provider's compliance with the terms of the contract, specifically addressing completion of all Tasks enumerated in this section of the RFP. Annual audit will be completed within 90 days of the close of the contract year. The provider shall ensure that the Auditor submit to MPS two copies of the annual audit report no later than October 1.

If the audit findings reveal a qualified opinion, Provider must set forth and execute a plan to remedy the underlying issue(s) within 6 months. Should the underlying issue(s) not be resolved and MPS in its sole discretion determines the issue(s) to be material, MPS reserves the right to terminate the contract. Should the audit reveal a disclaimer opinion or an adverse opinion, MPS reserves the right to either terminate the contract, or allow the Provider to set forth and execute a plan to

remedy the underlying issue(s). Should Provider receive a qualified, disclaimer or adverse opinion for two consecutive years, MPS reserves the right to terminate the contract.

If Provider is a newly formed entity, then a copy of the Engagement Letter from an independent CPA to perform the audit at year-end must be submitted.

## **IX. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS**

In the performance of work under this Contract, Provider 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. Provider is required to include a similar provision in all subcontracts to this Contract.

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

Provider shall hire and assign employees without regard to their religious affiliations, or lack of such affiliations.

## **X. CRIMINAL BACKGROUND CHECK**

Provider will conduct, at Provider's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, 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.

Provider 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), all completed background checks. Such records will be reviewed and MPS will notify Provider of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All 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; failure to submit background checks to MPS; allowing services to be provided by an individual who has not been subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS.

## **XI. INDEMNITY**

Notwithstanding any references to the contrary, Provider 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. Provider 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 Provider, or that may result from the carelessness or neglect of said Provider, 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 Provider, against such persons, firms or corporations carrying out the provisions of the Contract for the Provider, the Provider 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.

**XII. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY**

Provider understands and agrees that financial responsibility for claims or damages to any person or to Provider's employees, volunteers and agents, shall rest with Provider. Provider shall effect and maintain any insurance coverage, including, but not limited to: Workers' Compensation; Employers' Liability; Commercial General Liability; Contractual Liability; Professional Liability; Automobile Liability; and Umbrella (excess) 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 Milwaukee Board of School Directors" shall be named as an additional insured under Provider's general liability insurance and umbrella liability insurance.

The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded written notice of cancellation, non-renewal or material change by Provider, as soon as reasonably possible after Provider learns of the event, for the duration of this contract. Insurance companies must be acceptable to MPS and must have a current A.M. Best rating of A- or better.

The minimum limits of insurance required of the Provider by MPS shall be:

- a. Commercial General Liability:

Bodily Injury/Property Damage	\$1,000,000 per occurrence/\$2,000,000 Aggregate
Personal and Advertising Injury	\$1,000,000 per occurrence
Sexual Abuse and Molestation	\$1,000,000 per occurrence
Medical Expense Limit – Any One Person	\$ 10,000

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

- b. Automobile Liability (if vehicles are needed in the performance of services):

Bodily Injury/Property Damage	\$1,000,000 per occurrence
Uninsured/Underinsured Motorists	\$1,000,000 per occurrence

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.

- c. Umbrella (Excess) Liability:

Bodily Injury/Property Damage	\$4,000,000 per occurrence/\$4,000,000 Aggregate
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The Umbrella Liability Insurance shall provide excess employer's liability, commercial general liability, and auto liability coverage.

- d. Workers' Compensation:

Workers' Compensation	Statutory
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- Employers' Liability:

Bodily Injury by Accident	\$100,000 per occurrence
Bodily Injury by Disease	\$100,000 per employee
Policy Limit:	\$500,000

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 Board of School Directors, including its directors, officers, agents, employees, and volunteers.

- e. School Leader's Errors and Omissions: \$1,000,000 per occurrence/\$2,000,000 Aggregate or Directors and Officers.

Director's and Officers insurance may be used in lieu of School Leader's Errors and Omissions provided that the Insurance Company shows proof that all employees and volunteers are protected by the coverage.

or Professional Liability:  
Wrongful Act

\$1,000,000 per occurrence/\$2,000,000 aggregate

Professional liability may be used in lieu of School Leader's Errors and Omissions or Directors and Officers insurance only if Provider is a one-person independent contractor.

- f. Fidelity Bond/Crime Insurance: Limit of the "value of 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 in the amount of the total annual estimated compensation value of the contract.

Such insurance may be written with a deductible; however, such deductible shall not exceed \$10,000. "The Milwaukee Board of School Directors" 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 Provider and all of the Provider's contractors or subcontractors handling money, securities or other property of the Provider.

### **XIII. TERMINATION**

MPS reserves the right to terminate this Contract on 10 days written notice, by registered or certified mail, should MPS in its sole discretion, determine that the Provider has violated any of the terms of this Contract.

In lieu of immediate termination, MPS may implement a progressive disciplinary structure wherein; MPS first gives Provider a warning letter of the violation. MPS may reduce the schools or students assigned to the Provider and the corresponding allocations in conjunction with the warning. MPS may place the Provider on probation for a second violation and may further reduce the schools or students assigned to Provider and the corresponding allocations. MPS may terminate all services for a third violation of the Contract.

Nothing in this progressive manner of discipline will restrict MPS from terminating immediately if MPS deems that to be in the District's and the students' best interest. MPS also reserves the right to immediately terminate services if in its sole discretion it determines that failure to do so would endanger the safety of anyone receiving services under this Contract.

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 Provider for use in completing the agreement.

### **XIV. 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'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.

### **XV. 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.

### **XVI. PROHIBITED PRACTICES**

- a. No services shall be provided to personnel or representatives of the non-public schools.
- b. Provider shall not engage in team teaching or other cooperative instructional activities with non-public school personnel.
- c. Provider shall not introduce religious matters into its teaching or involve itself in the religious activities of the non-public schools.
- d. Provider shall not provide Title I services, materials, and equipment to ineligible non-public school children.
- e. Provider during the period of this agreement shall not hire, retain or utilize for compensation any member, officer, or employee of MPS or any person who, to the knowledge of Provider, has a conflict of interest.
- f. Provider hereby attests it is familiar with MPS's Code of Ethics which states, in part, "An 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".
- g. 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."

### **XVII. NOTICES**

Notices to MPS provided for in this agreement shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed as indicated below. Notices to Provider shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed as indicated below, or to such other respective addresses as the parties may designate to each other in writing from time to time.

To: MILWAUKEE PUBLIC SCHOOLS  
Joseph Hill, Non-public Title Program Supervisor  
MPS Central Services Room 2  
5225 W. Vliet St.  
Milwaukee, WI 53208

To: Owners Group d/b/a Learning Exchange  
150 N. Patrick Blvd.  
Suite 50  
Brookfield, WI 53045

### **XVIII. AUTHORIZATION**

The validity, construction, enforcement and effect of this agreement shall be governed by the laws of the State of Wisconsin. All agreements and covenants contained herein are severable, and in the event any of them shall be held invalid by any

competent court or agency, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

#### **XIX. NON-DISCLOSURE AND NON-USE OF MPS INFORMATION AND WORK PRODUCT DEVELOPED BY PROVIDER FOR MPS**

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.

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.

#### **XX. COMPLAINT PROCEDURES**

The Provider shall distribute written procedures put into place for the investigation and resolution, within a reasonable time, of complaints made by concerned organizations or individuals concerning violations of Title I, II, and III or problems in the delivery of services in connection with provider activities. These procedures shall be distributed annually to MPS, non-public school officials and parents of participating children.

#### **XXI. 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.

#### **XXII. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

Provider certifies that neither Provider 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. Provider specifically covenants that neither the Provider nor 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").

#### **XXIII. 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).

#### **XXIV. CONTRACT COMPLIANCE SERVICES REQUIREMENTS**

##### **Historically Underutilized Business (HUB)**

The HUB requirement on this contract is 20% of the total dollar value per annual 12 month contract. All HUB participation must be provided by a certified HUB business entity. 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. Provider is required to submit certified HUB vendor percentages and dollar values based upon actual contract amounts within 15 days of signing this contract. Information should be submitted directly to:

Milwaukee Public Schools  
 Contract Compliance Services Office  
 6620 W Capitol Dr., Room 204  
 Milwaukee, WI 53216-2092

**Student Engagement Requirements**

Student Employment per annual 12-month contract period is 600 hours.  
 Career Education per annual 12-month contract period is 10 hours.  
 Provider is required to submit student employment and career education plans to Milwaukee Public Schools CCS office within 15 days of signing this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day, month and year first above written.

**PROVIDER: OWNERS GROUP DBA  
 LEARNING EXCHANGE**

By TJ Larkin  
 Date: 6/2/2020

Business Address:  
 150 N. Patrick Blvd., Ste 50  
 Brookfield, WI 53045

Telephone #: 414-378-9906

Tax ID or SS# XXXXXXXXXX

**MILWAUKEE PUBLIC SCHOOLS**

By Adria S. Maddaleni  
 Adria Maddaleni, Director I  
 Procurement & Risk Management  
 Date: 6/4/2020

**MILWAUKEE PUBLIC SCHOOLS**

By Keith P. Posley  
 Keith P. Posley, Ed.D., Superintendent of Schools  
 Date: 6/22/2020

**MILWAUKEE BOARD OF SCHOOL DIRECTORS:**

By Larry Miller  
 Larry Miller, President  
 Date: 7/1/20

For Office Use Only

**Budget Code:**

GOE-0-I-1N1-1S-ECTV0000	INSTRUCTIONAL SERVICES – Title IA	\$8,699,382.45
PRT-0-S-1N1-1S-ECTS0000	FAMILY ENGAGEMENT SERVICES – Title IA	\$76,831.91
MSS-0-S-T21-1S-ECTS0000	CONTRACT SERVICES – Title IIA	\$1,017,927.81
GOE-0-I-T31-1S-ECTS0000	CONTRACT SERVICES – Title IIIA	\$233,615.00
MSS-0-S-4B1-1S-ECTS0000	CONTRACT SERVICES – Title IVA	\$686,468.21
<b>TOTAL:</b>		<b>\$10,714,225.38</b>

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

Reviewed by Risk Management  
By 

Date 7.7.20

Exhibit A- Title IA Estimated Preliminary Contract Amounts per School  
Vendor: Learning Exchange

Non Public Schools- Title I Contract Amounts Per School (3-16-20)						
Vendor: Learning Exchange						
DPI #	School	Flat Per Pupil	Instruction	Flat Per Pupil (Family Engagement)	Family Engagement	Grand Total
1263	Atlas Preparatory Academy	\$878.81	\$492,135.99	\$7.76	\$4,346.49	\$496,482.48
1408	Hope Christian High Sch	\$878.81	\$220,582.38	\$7.76	\$1,948.16	\$222,530.54
1703	Hope Christian School: Caritas	\$878.81	\$391,951.16	\$7.76	\$3,461.67	\$395,412.83
1729	Hope Christian School: Fidelis	\$878.81	\$382,284.21	\$7.76	\$3,376.29	\$385,660.50
1439	Hope Christian School: Fortis	\$878.81	\$414,800.34	\$7.76	\$3,663.47	\$418,463.81
1315	Hope Christian School: Prima	\$878.81	\$463,135.12	\$7.76	\$4,090.35	\$467,225.47
1656	Hope Christian School: Semper	\$878.81	\$343,616.38	\$7.76	\$3,034.78	\$346,651.16
1770	Marquette University Hi	\$878.81	\$64,153.44	\$7.76	\$566.60	\$64,720.04
1606	Messmer Hi/Messmer Prep	\$878.81	\$1,126,639.89	\$7.76	\$9,950.35	\$1,136,590.24
1996	Nativity Jesuit Academy	\$878.81	\$173,126.41	\$7.76	\$1,529.03	\$174,655.44
1095	Notre Dame School of Milwaukee	\$878.81	\$379,647.76	\$7.76	\$3,353.00	\$383,000.76
1351	Risen Savior Evan Luth Sch	\$878.81	\$186,308.63	\$7.76	\$1,645.46	\$187,954.09
3100	Saint Anthony Sch	\$878.81	\$1,280,432.39	\$7.76	\$11,308.63	\$1,291,741.02
3935	Saint Gregory the Great Gr Sch	\$878.81	\$114,245.86	\$7.76	\$1,009.01	\$115,254.87
4210	Saint Joan Antida Hi Sch	\$878.81	\$120,397.55	\$7.76	\$1,063.34	\$121,460.89
4950	Saint Josaphat Parish Sch	\$878.81	\$50,971.23	\$7.76	\$450.17	\$51,421.40
8224	Saint Joseph Academy	\$878.81	\$352,404.52	\$7.76	\$3,112.39	\$355,516.91
5640	Saint Lucas Evang Lutheran Sch	\$878.81	\$50,092.41	\$7.76	\$442.41	\$50,534.82
5710	Saint Marcus Lutheran Sch	\$878.81	\$666,141.22	\$7.76	\$5,883.28	\$672,024.50
1302	Saint Philips Lutheran Sch	\$878.81	\$119,518.74	\$7.76	\$1,055.58	\$120,574.32
7720	Saint Sebastian Grade Sch	\$878.81	\$94,911.94	\$7.76	\$838.25	\$95,750.19
8080	Salem Lutheran Sch	\$878.81	\$84,366.17	\$7.76	\$745.11	\$85,111.28
1704	Shining Star Christian Sch	\$878.81	\$340,979.94	\$7.76	\$3,011.49	\$343,991.43
1776	The City School	\$878.81	\$129,185.70	\$7.76	\$1,140.95	\$130,326.65
1631	TransCenter for Youth/ElPuente	\$878.81	\$79,093.28	\$7.76	\$698.54	\$79,791.82
8720	Wisconsin Lutheran Hi	\$878.81	\$238,158.67	\$7.76	\$2,103.39	\$240,262.06
320	Word of Life Lutheran Sch	\$878.81	\$54,486.48	\$7.76	\$481.22	\$54,967.70
8740	Yeshiva Elementary School	\$878.81	\$85,244.98	\$7.76	\$752.87	\$85,997.85
600	Elm Grove Lutheran School	\$878.81	\$21,091.54	\$7.76	\$186.28	\$21,277.82
8800	Zion Lutheran School	\$878.81	\$21,970.36	\$7.76	\$194.04	\$22,164.40
350	Christ King Grade Sch	\$878.81	\$7,909.33	\$7.76	\$69.85	\$7,979.18
1774	Kingdom Prep Lutheran	\$878.81	\$89,639.06	\$7.76	\$791.68	\$90,430.74
5440	Saint Jude the Apostle Gr Sch	\$878.81	\$7,909.33	\$7.76	\$69.85	\$7,979.18
4980	Saint Joseph Sch	\$878.81	\$12,303.40	\$7.76	\$108.66	\$12,412.06
1088	Grace Christian Academy	\$878.81	\$39,546.64	\$7.76	\$349.27	\$39,895.91
	<b>Grand Total</b>		<b>\$8,699,382.45</b>		<b>\$76,831.91</b>	<b>\$8,776,214.36</b>

Exhibit B- Title IIA Estimated Preliminary Contract Amounts per School  
Vendor: Learning Exchange

Non Public Schools- Title II Contract Amounts Per School (3-16-20)					
Vendor: Learning Exchange					
DPI #	School	Per Pupil	Professional Development	Materials	Total Allocation
1263	Atlas Preparatory Academy	\$80.31	\$44,684.49	\$289.04	\$44,973.54
1408	Hope Christian High Sch	\$80.31	\$20,028.23	\$129.55	\$20,157.78
1703	Hope Christian School: Caritas	\$80.31	\$35,588.01	\$230.20	\$35,818.21
1729	Hope Christian School: Fidelis	\$80.31	\$34,710.28	\$224.52	\$34,934.80
1439	Hope Christian School: Fortis	\$80.31	\$37,662.64	\$243.62	\$37,906.27
1315	Hope Christian School: Prima	\$80.31	\$42,051.30	\$272.01	\$42,323.31
1656	Hope Christian School: Semper	\$80.31	\$31,199.35	\$201.81	\$31,401.17
1770	Marquette University Hi	\$80.31	\$73,968.80	\$478.47	\$74,447.26
1606	Messmer Hi/Messmer Prep	\$80.31	\$102,854.13	\$665.31	\$103,519.44
1996	Nativity Jesuit Academy	\$80.31	\$18,272.77	\$118.20	\$18,390.96
1095	Notre Dame School of Milwaukee	\$80.31	\$38,620.17	\$249.82	\$38,869.99
1351	Risen Savior Evan Luth Sch	\$80.31	\$17,714.21	\$114.58	\$17,828.79
3100	Saint Anthony Sch	\$80.31	\$119,291.64	\$771.64	\$120,063.28
1745	Saint Augustine Prep	\$80.31	\$99,103.82	\$641.06	\$99,744.88
3935	Saint Gregory the Great Gr Sch	\$80.31	\$16,437.51	\$106.33	\$16,543.84
4210	Saint Joan Antida Hi Sch	\$80.31	\$11,011.54	\$71.23	\$11,082.76
4950	Saint Josaphat Parish Sch	\$80.31	\$5,186.59	\$33.55	\$5,220.14
8224	Saint Joseph Academy	\$80.31	\$32,715.43	\$211.62	\$32,927.05
5640	Saint Lucas Evang Lutheran Sch	\$80.31	\$12,208.44	\$78.97	\$12,287.41
5710	Saint Marcus Lutheran Sch	\$80.31	\$61,361.38	\$396.92	\$61,758.30
1302	Saint Philips Lutheran Sch	\$80.31	\$11,171.12	\$72.26	\$11,243.38
7720	Saint Sebastian Grade Sch	\$80.31	\$24,736.06	\$160.01	\$24,896.06
8080	Salem Lutheran Sch	\$80.31	\$12,687.20	\$82.07	\$12,769.27
1704	Shining Star Christian Sch	\$80.31	\$31,039.76	\$200.78	\$31,240.55
1776	The City School	\$80.31	\$11,729.68	\$75.87	\$11,805.55
1631	TransCenter for Youth/EIPuente	\$80.31	\$7,739.99	\$50.07	\$7,790.06
8720	Wisconsin Lutheran Hi	\$80.31	\$36,066.77	\$233.30	\$36,300.07
320	Word of Life Lutheran Sch	\$80.31	\$5,505.77	\$35.61	\$5,541.38
8740	Yeshiva Elementary School	\$80.31	\$16,038.54	\$103.75	\$16,142.29
	<b>Grand Total</b>		<b>\$1,011,385.63</b>	<b>\$6,542.18</b>	<b>\$1,017,927.81</b>



Exhibit C- Title III Estimated Preliminary Contract Amounts per School  
 Vendor: Learning Exchange

Non Public Schools- Title III Contract Amounts Per School (3-16-20)				
Vendor: Learning Exchange				
Vendor	DPI Code	SCHOOL	ENROLLMENT	20-21 TITLE III PRELIM ALLOCATION
LEX	1263	Atlas Preparatory Acad	200	\$38,936
LEX	1606	Messmer Catholic Schools	69	\$13,433
LEX	1095	Notre Dame Sch of Milwaukee	118	\$22,972
LEX	3100	Saint Anthony Sch	574	\$111,746
LEX	3935	Saint Gregory the Great Parish	25	\$4,867
LEX	4210	Saint Joan Antida Hi	12	\$2,336
LEX	8224	Saint Joseph Acad	186	\$36,210
LEX	1631	TransCenter for Youth/EIPuente	16	\$3,115
<b>Total:</b>			<b>1200</b>	<b>\$233,615</b>

Exhibit D- Title IVA Estimated Preliminary Contract Amounts per School  
Vendor: Learning Exchange

Non Public Schools- Title IV Contract Amounts Per School (3-16-20)						
Vendor: Learning Exchange						
DPI #	School	Per Pupil	Well-Rounded Education Reminder (Spend at least 20% in this category)	Safe and Healthy Students (Spend at least 20% in this category)	Technology Professional Development (15% of Technology Professional Development Expenditures can be used on Technology Infrastructure)	Professional Development
1263	Atlas Preparatory Academy	\$54.16	\$6,065.83	\$6,065.83	\$18,197.50	\$30,329.17
1408	Hope Christian High Sch	\$54.16	\$2,718.79	\$2,718.79	\$8,156.38	\$13,593.97
1703	Hope Christian School: Caritas	\$54.16	\$4,831.00	\$4,831.00	\$14,493.01	\$24,155.02
1729	Hope Christian School: Fidelis	\$54.16	\$4,711.85	\$4,711.85	\$14,135.56	\$23,559.26
1439	Hope Christian School: Fortis	\$54.16	\$5,112.63	\$5,112.63	\$15,337.89	\$25,563.16
1315	Hope Christian School: Prima	\$54.16	\$5,708.38	\$5,708.38	\$17,125.15	\$28,541.91
1656	Hope Christian School: Semper	\$54.16	\$4,235.25	\$4,235.25	\$12,705.75	\$21,176.26
1770	Marquette University Hi	\$54.16	\$10,041.12	\$10,041.12	\$30,123.36	\$50,205.60
1606	Messmer Hi/Messmer Prep	\$54.16	\$13,962.25	\$13,962.25	\$41,886.75	\$69,811.24
1996	Nativity Jesuit Academy	\$54.16	\$2,480.49	\$2,480.49	\$7,441.48	\$12,402.46
1095	Notre Dame School of Milwaukee	\$54.16	\$5,242.61	\$5,242.61	\$15,727.84	\$26,213.07
1351	Risen Savior Evan Luth Sch	\$54.16	\$2,404.67	\$2,404.67	\$7,214.01	\$12,023.35
3100	Saint Anthony Sch	\$54.16	\$16,193.61	\$16,193.61	\$48,580.83	\$80,968.04
1745	Saint Augustine Prep	\$54.16	\$13,453.15	\$13,453.15	\$40,359.46	\$67,265.76
3935	Saint Gregory the Great Gr Sch	\$54.16	\$2,231.36	\$2,231.36	\$6,694.08	\$11,156.80
4210	Saint Joan Antida Hi Sch	\$54.16	\$1,494.79	\$1,494.79	\$4,484.38	\$7,473.97
4950	Saint Josaphat Parish Sch	\$54.16	\$704.07	\$704.07	\$2,112.21	\$3,520.35
8224	Saint Joseph Academy	\$54.16	\$4,441.06	\$4,441.06	\$13,323.17	\$22,205.28
5640	Saint Lucas Evang Lutheran Sch	\$54.16	\$1,657.27	\$1,657.27	\$4,971.82	\$8,286.36
5710	Saint Marcus Lutheran Sch	\$54.16	\$8,329.69	\$8,329.69	\$24,989.07	\$41,648.45
1302	Saint Phillips Lutheran Sch	\$54.16	\$1,516.46	\$1,516.46	\$4,549.38	\$7,582.29
7720	Saint Sebastian Grade Sch	\$54.16	\$3,357.87	\$3,357.87	\$10,073.62	\$16,789.36
8080	Salem Lutheran Sch	\$54.16	\$1,722.26	\$1,722.26	\$5,166.79	\$8,611.32
1704	Shining Star Christian Sch	\$54.16	\$4,213.59	\$4,213.59	\$12,640.76	\$21,067.94
1776	The City School	\$54.16	\$1,592.28	\$1,592.28	\$4,776.84	\$7,961.41
1631	TransCenter for Youth/ElPuate	\$54.16	\$1,050.69	\$1,050.69	\$3,152.07	\$5,253.45
8720	Wisconsin Lutheran Hi	\$54.16	\$4,895.99	\$4,895.99	\$14,687.98	\$24,479.97
320	Word of Life Lutheran Sch	\$54.16	\$747.40	\$747.40	\$2,242.19	\$3,736.99
8740	Yeshiva Elementary School	\$54.16	\$2,177.20	\$2,177.20	\$6,531.60	\$10,886.00
	<b>Grand Total</b>		<b>\$137,293.64</b>	<b>\$137,293.64</b>	<b>\$411,880.92</b>	<b>\$686,468.21</b>