

# (ATTACHMENT 20) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition Number: CR024620

Contract Number: C025560

Vendor Number: V0431311

## MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of September 2016, by and between **Marquette University** ("Contractor") and Milwaukee Board of School Directors ("MPS").

### 1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Contractor shall provide 1 full time equivalent ("FTE") to serve as project development program coordinator of teaching, learning, and services rendered for TEAM GEAR UP ("TGU"). Contractor shall provide the specific services outlined below.

#### Class Trips:

Contractor will host four Golden Eagles Show & Tell (Campus visit, Admission, Academics, Financial Aid, Social, Survey) Trips for TGU 11th and 12th grade students and parents. Two trips will occur in the fall of 2016 and the other two trips will occur in the spring of 2017. Each college tour will accommodate up to 100 students and parents. The class Trips during the MPS school day must be at least 90 minutes long. The Marquette University and TGU will be responsible for recruiting, selecting, and coordinating the participation of students and parents who participate in the college tours.

During the college tour, contractor will provide students and parents with information about degree programs, financial aid, student life/college experience and Marquette Educational Opportunity Programs. Contractor will discuss the application process with students and parents. It is understood that students and parents may be photographed and/or filmed in connection with and while participating in these events. Participation includes implied consent. Contractor, at the start of each tour, will inform tour participants of the implied consent and allow participants the option of not being photographed or filmed.

Each student will leave with one college memorabilia item, preferably a t-shirt. TGU will reimburse Marquette for incidental costs such as student meals and memorabilia incurred during the college tour. Contractor will follow its college tour guidelines. Contractor provides one (1) college tour guide for every ten (10) students participating in the tour.

#### College Bound Scholars (CBS) School Visits:

Contractor will hold 11th and 12th College Bound Scholars (CBS) In-school presentations. 8 presentations during the fall semester of 2016 at all interested TGU Campus to inform students about the application process and financial aid as well as Marquette University and its colleges and programs. The Marquette staff will inform the students of the challenge through presentations and the distribution materials. Contractor agrees to work with the TGU advisors and/or school counselors to monitor the progress of students who enroll in the program. During these presentations students will receive information about appropriate steps they need to take to prepare them for post-secondary education as well as information from Marquette and its colleges and programs.

#### Golden Eagles Advancement Via Individual Determination (AVID) SUPPORTIVE SERVICES:

Contractor will work with Morse-Marshall Campus as the adopted school for AVID Supportive Services. AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society. Contractor will meet directly with the school's principal, counselor, teachers, and staff to assess the needs of the school AVID program and develop the parameters of the partnership. Contractor will provide the school with Marquette University information, promotional materials and financial aid information to help foster a college-going culture at the school. Contractor will also provide GOLDEN EAGLES visits from a variety of schools, colleges, departments, programs, and diverse students at Marquette University to supplement the AVID classrooms curriculum with academic enrichment activities, motivate and assist students in the achievement excellence, and promote a college-bound culture throughout the school. Additional tutoring will be provided at the school, as mutually agreed upon and determined based on the needs and resources of the school and Marquette.

#### Marquette University Summer Pre-College and Bridge Camps:

Contractor will negotiate with campus partners to mitigate the cost of participation as much as possible.

Contractor will attend college presentations and fairs that target TGU students to promote attendance at the summer programs. Contractor will also work closely with TGU advisors and/or the district office to mail materials directly to the parents of targeted qualified students to recruit them into the summer programs. Contractor, assisted by TGU advisors and MPS staff, will facilitate and guide parents and students through the Marquette program application and review processes. Contractor will assist TGU advisors to secure completed application packages from students and parents. Contractor will serve as the recipient of the complete packages, and will advocate, within Marquette, for admission of TGU students. Contractor will also host and

coordinate a special orientation for the parents of students accepted into the programs to familiarize parents with the summer programs' objectives, activities, rules, regulations, living and dining areas, and program administrators.

Contractor will host a special orientation session for parents, where they will be asked to complete and sign the appropriate application materials and clearances.

Contractor will assist TGU to reserve for TGU students seats in Marquette SSS summer bridge programs and Summer Leadership program as shown in the chart below. TGU will be responsible for the cost. Contractor will assist TGU reduce the costs of the summer programs where possible. Costs associated with these seats are not included in this contract.

Program	Number of Seats
Summer SSS Bridge	(20 Seats)
College of Communication/ Nursing/ Engineering Camps (tentative)	(10 Seats)
MU Summer Preview	(20 Seats)

Research Rocks:

Marquette will host a symposium for 75 TGU students in early July 2017, entitled Research Rocks. During this time, students will be exposed to research being conducted by students participating in the Ronald E. McNair Post Baccalaureate Achievement Program, as well as other cultural or campus programming.

Supervision:

Contractor will also ensure that a 1:10 student supervision ratio is maintained at all times while the students are participating in events on the Marquette campus to ensure the health and safety of program participants.

Center for Access and Equity in Higher Education Alignment:

Contractor will negotiate with campus partners to assist in securing commitment from three appropriate faculty/staff members to participate in 6-hour vertical alignment workshops with MPS district and school staff in fall, winter, and spring, facilitated by The Center for Access and Equity in Higher Education (CAEHE). The CAEHE will generate and share knowledge about practices which support success for first-generation low-income college students (FGLICS). The outcomes will be to investigate innovative practices, and build partnerships with sister organizations that will strengthen the TGU MPS high schools and the MPS College and Career Readiness Division. Additional sessions will provide opportunities for collaboration, brainstorming, as well as forming work groups to sustain the effort.

In Kind:

Contractor will design, collaborate, coordinate, and implement access to and the services of Marquette staff, facilities, and other in-kind contributions made by schools, colleges, programs, departments, and students from across the entire campus. This includes the cost of support staff wages and benefits, travel, facilities use, equipment and supplies, resources, materials, special access, and other costs associated with program administration and the conduction of campus tours, summer precollege programs, GOLDEN EAGLES visits, student panels, and other meetings and events associated with the provisions of this contract.

Contractor will also ensure the facilities, staff, and information materials are arranged prior to the college tour participants arriving and will include enough college information materials and Marquette promotional items are available for all students and parents in attendance.

Contractor also agrees to provide college readiness materials to parents and students at mutually agreed on times and locations. The staff and materials will be considered in-kind contributions.

Evaluation:

Contractor shall also provide data to Milwaukee Public Schools needed to complete summative and formative evaluations for the United States Department of Education, TGU grant.

College Tour Performance Measures:

1. 100% of the students attending the Marquette tours will actively engage in activities associated with assisting students in their academic preparation for college.
2. 90% of the students attending the Marquette college tours will demonstrate knowledge of available financial aid and the cost and benefits of pursuing post-secondary education.
3. 90% of the students attending the Marquette college tours will gain awareness of college pathways and preparation."

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

## **2. TERM**

This Contract shall be in effect from September 1, 2016 through September 30, 2017.

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

## **3. COMPENSATION**

Total compensation for the term from September 1, 2016 through September 30, 2017 shall not exceed \$139,000.00.

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

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

Milwaukee Public Schools  
ATTN: James Sokolowski  
5225 W. Vliet Street  
Milwaukee, WI 53208

Service invoices must include the first and last name of personnel, date of service, nature of service and wage per hour or salary percentage charged to the MPS grant. All other invoices will state the type of materials supplies or equipment purchased, the quantity purchased and the purpose of the purchases. All invoices must be sent to TGU no later than sixty (60) days after the service was rendered or purchase made. Contractor and/or other Marquette programs will invoice TCU directly for food, student registration fees, tuition, and/or other full or partial costs associated with student program participation.

## **4. NON APPROPRIATION OF FUNDS**

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

## **5. NON-DISCRIMINATION**

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

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

## **6. INDEMNITY**

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

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

#### **7. BACKGROUND CHECKS**

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), 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.

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

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

#### **8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY**

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

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

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

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be given to MPS. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

#### **9. SHIPPING /TAXES**

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

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Director Textbook Contract, found on the Milwaukee Public Schools portal (<http://mpsportal.milwaukee.k12.wi.us>) which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

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

#### **10. IRREPARABLE HARM**

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

#### **11. TERMINATION BY CONTRACTOR**

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

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

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

#### **13. TERMINATION BY MPS**

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

#### **14. INDEPENDENT CONTRACTOR**

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS'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.

**15. ASSIGNMENT LIMITATION**

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

**16. PROHIBITED PRACTICES**

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

**17. LIVING WAGE REQUIREMENT**

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

**18. NOTICES**

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

**19. WAIVER**

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

**20. INTEGRATION / SEVERABILITY**

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

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

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

**21. CHOICE OF LAW & FORUM**

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

**22. TIMING**

Time is of the essence in this Contract.

**23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

**24. 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).

**25. 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.

**26. NON-DISCLOSURE**

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

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

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.

**27. MPS LOGO/PUBLICITY**

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

**28. ORDER OF PRIORITY**

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

**29. PUBLIC RECORDS**

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

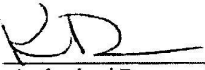
**30. CONTRACT COMPLIANCE REQUIREMENT**

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 0 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

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

CONTRACTOR (Vendor #: V0431331)

MILWAUKEE BOARD OF SCHOOL DIRECTORS


By:   
Authorized Representative  
Katherine Durben, Executive Director  
Research and Sponsored Programs

By:   
Kristen D. DeCato, Director  
Procurement and Risk Management

Date: 12-13-16

Date: 12/15/16

Marquette University  
PO Box 1881  
Milwaukee, WI 53201-1881  
414-288-7778

By:   
Darienne B. Driver, Ed.D.  
Superintendent of Schools

Date: 12/20/16

SSN / FEIN:

Budget Code: GEN-O-S-GQ7-EO-ECTS

By:   
Mark A. Sain, President  
Milwaukee Board of School Directors

Date: 1-9-17

Reviewed by Risk Management:

By: 

Date: 1/21/17