

(ATTACHMENT 22) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR056784
Contract Number: C030889
Vendor Number: V0786381

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 26th day of August 2022, by and between **American Institutes for Research in The Behavior Sciences d/b/a American Institutes for Research (AIR)** (“Contractor” or “AIR”) and Milwaukee Board of School Directors (“MPS”).

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks.

As requested by MPS and in accordance with the Scope of Services of RFP 1069, which is hereby incorporated by reference,

Contractor shall provide:

American Institutes for Research’s (AIR’s) evaluation of Milwaukee Public Schools’ (MPS) ESSER Funding. The project will occur from the signing of the contract through September 30, 2024. As part of the evaluation, we will achieve three main objectives: (a) create geospatial maps and dashboards describing the use of ESSER funding and the relationships between ESSER funding and other variables of interest, (b) train MPS analyst(s) to maintain and update the web maps and dashboards, and (c) evaluate up to three key ESSER-funded initiatives.

Task 1. Project Management

During the course of the study AIR will maintain regular communication with MPS through regularly occurring check-in meetings, the timing of which will be agreed upon between AIR and MPS. During these meetings, AIR will provide updates on key project activities, share successes, troubleshoot potential challenges, discuss preliminary findings, and draft deliverables.

Task 2. Mapping the Use of ESSER Funds

Mapping will be provided by AIR once a mapping tool has been agreed upon. If training is required, AIR will provide this training to MPS personnel.

AIR researchers will focus on leveraging MPS data to examine the relationships between ESSER funding and other variables of interest. AIR will produce GIS data visualizations and customized technical assistance materials and trainings to assist with addressing key MPS priorities. The proposed scope of work includes continuous collaboration with MPS to produce focused questions, customized topics, and a GIS map and dashboards that align with MPS priorities. The goal of the GIS dashboard and technical assistance support is to provide a data-driven focus for MPS’ questions of interest.

Objectives

1. Create geospatial maps and dashboards using ESSER funding data and data on other variables of interest.
2. Work with MPS to identify staff member(s) who have the capacity to maintain and update the GIS maps and dashboards. Train the staff members on maintaining and updating the web maps and dashboards through a series of 1-to-2-hour virtual trainings.

Approach and Activities

The mapping task will include the following activities:

- **Guiding Question Development:** AIR will work with MPS in narrowing down topics and questions relevant to their priorities and strategic goals. AIR will work iteratively with MPS to ensure project topics and questions are meaningful, actionable, and relevant.
- **Data Gathering and Cleaning:** AIR will work with MPS to gather and clean administrative data for analysis and visualization. Examples of data include ESSER spending and budgeting by school, school-level characteristics, student demographics, and student outcomes.
- **Data Analysis:** AIR will work closely with MPS to analyze data and develop prototype statistical models and maps that are presented in a simple, interactive, web-based dashboards. AIR will conduct geospatial, descriptive, and correlational data analyses to answer key questions aligned to MPS’ priorities.

- **GIS Development:** AIR will develop up to five dashboards that can be used to understand ESSER funding, answer key guiding questions, and engage multiple audiences. Through a facilitated process, AIR will work with MPS to identify adjustments to statistical models and incorporate additional data that will provide critical insights.
- **Training and Technical Assistance:** AIR will work collaboratively with MPS on the mapping tool to be used and advise MPS on what is needed at the beginning of the project. This will allow AIR GIS analysts to create the web maps and dashboards in the district’s environment so that the tool may be used and sustained by the district to display future administrative data. AIR will provide customized webinar training and technical assistance to help MPS build their capacity to own and host the dashboards.

Task 3. Evaluating a Minimum of 3 ESSER-Funded Initiatives

In the first month of the project MPS will select a minimum of three key initiatives that have been funded using ESSER funds. The initiatives should be well defined in terms of the specific ESSER-funded projects or programs being implemented, the schools, teachers, and/or students participating in these funded projects or programs, and clear intended, timebound, and measurable outcomes. Prior to finalizing the selection of the initiatives to be evaluated, AIR will provide feedback on the feasibility of evaluating the selected initiatives. Note that evaluations can take different forms, depending on the initiative being evaluated. Some initiatives may be less suitable to a rigorous impact evaluation but could be evaluated on other dimensions such as cost, implementation, and perceived benefits.

Objective

1. Evaluate a minimum of three key ESSER-funded initiatives on dimensions such as impact, implementation, and cost.

Approach and Activities

The evaluation of each initiative will include the following activities:

- **Development of an analysis plan:** As a first step in evaluating the selected initiatives, AIR will develop an analysis plan. We assume that each initiative will be implemented differently (e.g., in different schools and by different individuals), have a different target audience (e.g., low-income students vs. English learners or elementary grades vs. high school), and have different intended outcomes (e.g., math scores vs. attendance rates). Therefore, the evaluation of each initiative could look very different. The analysis plan will begin with MPS providing input on the description of the initiative and co-developing a logic model with AIR. This collaboration will enable AIR to identify key elements that will affect how we approach the evaluation including information about implementation (who is involved, which students/stakeholders are the target of the intervention, and what are the intended outcomes). Using the logic model as a guide, we will then use the analysis plan to determine what data we need or want to collect and how we will analyze the data. We will then provide the analysis plan to MPS for feedback and eventual approval. After approval from MPS, the analysis plan will serve as the Scope of Work for evaluation of the ESSER funded initiatives. Because we currently do not know the selected initiatives, AIR will develop the analysis plans to ensure that the work stays within budget and meets MPS timelines.
- **Data collection:** After development of the analysis plan, we will conduct all activities necessary to collect data specified in the analysis plan. This could include development of data collection instruments, collection of primary data (e.g., through surveys or interviews), and the gathering of administrative data.
- **Analysis:** Following data collection, we will perform analyses as specified in the analysis plan. This could include quantitative analysis of administrative data and survey data and qualitative analysis of interview data. During the analysis phase we will generate preliminary findings in the form of tables and figures displaying the results of the analyses. AIR will share preliminary findings with MPS during the regular check-in meetings.

Task 4. Reporting

Upon completion of the main research activities (i.e., Tasks 1 and 2), the study team will provide MPS with slide decks that present the key information from each task. Each slide deck will include a description of data and methods used, results of the analyses, and a conclusion that will synthesize the results and takeaways. The intent of the slide decks is to provide MPS with information in a format that would be easy to communicate with different audiences (e.g., the Board, the U.S. Department of Education). The study team will provide MPS with draft slide decks, which MPS can review and provide AIR with feedback. AIR will then incorporate MPS feedback into final versions. AIR will provide an evaluation report at the end of the first and second year of the evaluation.

(ATTACHMENT 22) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR056784
Contract Number: C030889
Vendor Number: V0786381

Task 5. Technical Assistance

We will work with the district to develop a plan and then provide technical assistance. Potential topics of the technical assistance could be training on how to conduct evaluations or addressing any areas for improvement that may arise from our evaluation findings.

RFP 1069 (including all exhibits and addenda) and Contractor's response to RFP 1069 are incorporated herein by reference. All minimum respondent qualifications of the RFP are material terms of this Contract with which the Contractor must comply.

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

2. TERM

This Contract shall be in effect **September 1, 2022 through September 30, 2024.**

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

3. COMPENSATION

Total compensation under this **Contract shall be fixed and will not exceed \$1,000,000.00** and shall be invoiced based on an agreed Scope of Work and payment schedule.

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

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

MPS
Attn: Ms. Shelley Perkins
5225 W. Vliet St.
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the tasks performed on the agreed Scope of Work. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such and must be received by October 15, 2024.

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.

(ATTACHMENT 22) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR056784
Contract Number: C030889
Vendor Number: V0786381

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 allowed by law. The Contractor's liability shall be limited to one million dollars per occurrence (\$1,000,000).

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), 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, 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 |
| 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 submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that

(ATTACHMENT 22) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR056784
Contract Number: C030889
Vendor Number: V0786381

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 Directors' Textbook Contract, 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 ten (10) 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 within ten (10) 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.

(ATTACHMENT 22) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR056784
Contract Number: C030889
Vendor Number: V0786381

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. Email notice is appropriate for routine communication or communicate regarding payment or delivery. All other communications, such as termination, contract compliance, legal matters, or any other written matters shall be sent pursuant to this Section.

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.

(ATTACHMENT 22) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR056784
Contract Number: C030889
Vendor Number: V0786381

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. However, any and all information or other proprietary data owned by the Contractor prior to the effective date of this contract ("Preexisting Information") will remain the exclusive property of the Contractor even if such preexisting information is embedded or otherwise incorporated into materials or products first produced as a result of this contract or used to develop such materials or products.

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.

(ATTACHMENT 22) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR056784
Contract Number: C030889
Vendor Number: V0786381

30. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 100 hours per 12-month contract. The Career Education requirement for this Contract is 10 hours per 12-month contract. 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 #: V0786381)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
*Janine Adamczyk, Director
Procurement & Risk Management*

Date: _____
American Institutes for Research
1400 Crystal Drive
10th Floor
Arlington, VA 22202-3289
(202) 403-5000

Date: _____
By: _____
*Keith P. Posley, Ed.D.
Superintendent of Schools*

Date: _____

SSN / FEIN: ██████████

Budget Code: SD1-0-S9X-3FX-ECTS

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

Date: _____

Reviewed by Insurance Compliance:

By: _____

Date: _____