

(ATTACHMENT 14) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition: CR017504
Contract Number: C024191
Vendor: V004186

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of October 2015, by and between **Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison** ("Contractor") and Milwaukee Board of School Directors ("MPS"). This Contract is the result of an open competitive procurement, specifically Request for Proposal (RFP) 553.

I. SCOPE OF SERVICES

Contractor, in support of MPS's GEAR UP grant, shall specifically perform the following tasks:

Contractor shall provide two full-time equivalent personnel to serve as project development consultants and program coordinators of teaching, learning, and in addition to the following services rendered by UW-Madison to MPS GEAR UP students:

Year-Round Services to Team GEAR UP students Officially Accepted into PEOPLE:

The PEOPLE (Pre-college Enrichment Opportunity for Learning Excellence) Program has accepted 77 Team GEAR UP students, from the high school graduating classes of 2017 and 2018, into the core PEOPLE program. These students will participate in PEOPLE programming on a year-round basis.

During the academic year, PEOPLE Team GEAR UP students will participate in programming that encourages and supports academic excellence, student leadership development, and college readiness. Eleventh grade students will also begin an individualized developmental process that will prepare them for an internship experience in their selected college major and/or career option during the summer of 2016. Both cohorts will participate in statewide or regional meetings that will provide college readiness programming to assist students in critical thinking, leadership skills development, self-efficacy, positive peer-to-peer college bound student relationships, and prepare students socially, culturally, professionally, and personally for post-secondary education.

During the summer of 2016, PEOPLE Team GEAR UP students will reside on the UW-Madison campus for a three-to-six-week enrichment experience. Tenth graders will participate in a three-week residential academic and enrichment experience that includes: math, science, and writing skills development; ACT preparation; workshops in the biological and physical sciences, engineering, biomedical research and health sciences; and an evening curriculum in the fine and performing arts. 11th graders will participate in a six-week residential internship/research experience for learning and applying methods of scientific inquiry, analysis and research in humanities and social sciences; hand-on experience and exposure to various professional fields through placements with hospitals, media companies, local business and the University. The students select their internship experiences based on the availability of over 130 undergraduate college degree majors at UW-Madison. Eleventh graders are also assisted in the development of their college applications, essays, ACT and AP/IB test preparation, FAFSA, and other college preparation and readiness components. Both cohorts of students and their parents are provided with college bound course selection guidance and are also exposed to the college culture, college resources, student organizations, and non-academic components of college life.

Each PEOPLE Team GEAR UP student will be assigned a Team GEAR UP Coordinator who will monitor the student's academics, attendance, participation, course selection and completion, and will stay in close communication and contact with the student, parent or guardian, high school guidance counselor, other school personnel, and family members. Parents and guardians serve as an integral part of the PEOPLE leadership team. PEOPLE parents are involved in orientations, guidance and support sessions, regional and statewide parent meetings, and they attend key student performances and recognition banquets hosted by PEOPLE.

The core annual costs for all Team GEAR UP students participating in PEOPLE as full-fledged core program members are covered by UW-Madison. Some supplemental costs will be the responsibility of parents or guardians. Students will be required to comply with and maintain all PEOPLE Program admission and participation requirements in order to remain in the program.

General Population Team Gear Up Student Services – Academic Year Only:

Contractor will host eight college tours, known as CLASS (Campus, Leadership, Academics, Social, Survey) Trips for TEAM GEAR UP 10th and 11th grade students and parents. All Team GEAR UP students are eligible to participate in these trips. Four CLASS Trips will occur in the fall of 2015 and the other four CLASS Trips will occur in the spring of 2016. Each college tour will accommodate up to 50 students and parents. The CLASS Trips during the MPS school day must be at least 90 minutes long. The University of Wisconsin – Madison and TEAM GEAR UP will be responsible for recruiting, selecting, and coordinating

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 UW-Madison residential precollege programs. Contractor will engage students in "Build-A-Badger Challenge" presentations. "Build-A-Badger Challenge" presentations will give students detailed lists of tasks and engagements that should occur at each grade level that will best prepare the student for UW-Madison admission. Contractor will also discuss additional (non-PEOPLE) residential precollege application processes with students and parents. Additionally, students will receive a UW-Madison t-shirt at each CLASS Trip funded by TEAM GEAR UP. MPS authorizes PEOPLE to purchase 400 UW-Madison T-shirts, paid for under this contract by MPS, which are to be given to students during scheduled CLASS trip. 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.

Moreover, the top 15% of all 10th and 11th grade students in all targeted TEAM GEAR UP schools will receive additional college readiness services. Contractor will provide quarterly meetings with the top 15% 10th and 11th grade students to monitor Build-a-Badger Challenge progress and discuss program expectations and updates. Contractor will also work closely with TEAM GEAR UP advisors and/or guidance counselors to track these students' academic progress through grade and attendance reviews. Contractor will serve as a general support system to further encourage holistic student development progress, awareness of college admission and major requirements, how to access financial and other critical resources, and portfolio development. Eleventh grade students will be provided with additional information on scholarships, student support service programs, and other opportunities available through UW-Madison.

General Population Team Gear Up Student Services- Summer Only:

During the fall and spring, Contractor and TEAM GEAR UP will jointly recruit TEAM GEAR UP students into three non-PEOPLE UW-Madison residential summer 2016 precollege programs, including: Summer Music Clinic Senior Session; College Access Program (CAP); and the Accelerated Learning Program (ALP). Program descriptions, costs, and requirements will be provided in a future date by Contractor. Contractor will also negotiate with campus partners to mitigate the cost of participation as much as possible.

Contractor will attend student fairs that target TEAM GEAR UP students to promote attendance at these summer programs. Contractor will also work closely with TEAM GEAR UP 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 TEAM GEAR UP advisors and MPS staff, will facilitate and guide parents and students through the UW-Madison precollege program application and review processes. Contractor will assist TEAM GEAR UP advisors to secure completed application packages from students and parents. Contractor will serve as the recipient of the complete packages, and will advocate, within UW-Madison, for admission of TEAM GEAR UP 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 TEAM GEAR UP in reserving GEAR UP students seats in UW-Madison's summer programs as shown in the chart below. TEAM GEAR UP will be responsible for identifying the number of student participants and for paying for the cost per student. Contractor will assist TEAM GEAR UP reduce the costs of the summer programs where possible. The costs associated with these seats are included in this Contract.

Accelerated Learning Program (ALP)	6	\$2,565	\$15,390
College Access Program(CAP)	10	\$525	\$5,250
Summer Music Clinic – Senior Session	10	\$648	\$6,480

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 UW-Madison campus to ensure the health and safety of program participants.

Survey:

Contractor will provide adequate time to allow TEAM GEAR UP to administer surveys to TEAM GEAR UP students and parents attending events at UW-Madison.

In Kind:

Contractor will design, collaborate, secure, coordinate, and implement access to and the services of UW-Madison 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, 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 UW-Madison promotional items are available for all students and parents in attendance, at the discretion of UW-Madison.

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.

The total value of in-kind services provided by Contractor will be at least \$63,720.

Evaluation:

Contractor shall also provide data to MPS as needed to complete summative and formative evaluations for the United States Department of Education, TEAM GEAR UP grant.

College Tour Performance Measures:

- a) 100% of the parents and students attending the UW-Madison college tours will actively engage in activities associated with assisting students with academic preparation for college.
- b) 90% of the parents and students attending the UW-Madison college tours will demonstrate knowledge of available financial aid and the cost and benefits of pursuing post-secondary education.
- c) 90% of the parents and students attending the UW-Madison college tours will increase their 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 October 1, 2015 through September 30, 2016.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by 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 authorized signatories of each party.

3. COMPENSATION

Total compensation under this Contract shall not exceed \$162,556.00.

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
College and Career Readiness
ATTN: Dr. John Hill, Director
5225 W. Vliet Street
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. 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.

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 because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. 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 Contractor ineligible to participate in future contracts with MPS.

6. INDEMNITY

To the fullest extent permitted by the laws of the State of Wisconsin, including, but not limited to, Wis. Stat. §§ 893.82 & 895.46, Contractor agrees to indemnify, defend and hold harmless MPS and its elected officials, officers, employees and agents, against any and all liability, losses, judgments, charges, fines, costs, or expenses, including attorneys' fees, to the extent such damages are caused by or result from any wrongful or negligent acts or omissions of Contractor's officers, employees, agents or representatives acting within the scope of their employment or agency.

To the fullest extent permitted by the laws of the State of Wisconsin, including, but not limited to, Wis. Stat. §§ 893.80 & 895.46, MPS agrees to indemnify, defend and hold harmless Contractor and its elected officials, officers and employees, against any and all liability, losses, judgments, charges, fines, costs, or expenses, including attorneys' fees, to the extent such damages are caused by or result from any wrongful or negligent acts or omissions of MPS's officers or employees acting within the scope of their employment.

7. BACKGROUND CHECKS

A criminal information background check is required for all persons providing services under this Contract, including volunteers, that: (1) provide services in MPS facility(ies) on a regular and ongoing basis or more than 5 hours per week; and (2) come into contact with or have access to MPS students with or without the presence of an MPS teacher or MPS supervisor.

The purpose of this check is to ensure there is nothing that would render the person(s) unfit to perform services under this Contract where there is contact and or access to MPS students. MPS will, in its sole discretion, determine whether there is anything in a background check that would render a person unfit to work in an MPS facility with contact or access to MPS students. MPS shall perform background checks in the state(s) in which the individual resided for at least 6 months in the last 5 years, and was 18 years old or older at the time.

Contractor may perform its own criminal background checks through the Wisconsin Department of Justice Crime Information Bureau ("CIB"). Contractor shall provide the completed criminal background checks at least 10 days prior to any services being performed pursuant to this Contract.

MPS will perform the necessary background investigation at the rate of \$10.00 per person. In the event Contractor chooses this option, Contractor may contact the Office of Classified Staffing at 475-8157 to obtain the necessary forms. Please note that all forms must be filled out and submitted at least 30 days prior to the commencement of the services.

All background checks must be completed prior to the commencement of services under this Contract. MPS will NOT be responsible for the payment of any services rendered by Contractor before the completion of these criminal information background checks.

8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

The State of Wisconsin, including the board of Regents of the University of Wisconsin System, is self-funded for liability (including general, professional, and automobile) under secs. 895.46, 893.82 and 20.505(2)(k) of the Wisconsin Statutes. This protection provides coverage for UW's officers, employees and agents, while in the course and scope of their duties. The State of Wisconsin Liability Program is funded to pay in excess of \$1 million for negligent acts or omissions of its officers, employees, and agents, in accordance with the statutes. Coverage is continuous under the law.

A certificate of insurance is not available, nor may a sponsor be named as an additional insured.

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 may 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 seek 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 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 20 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 20 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. If 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' 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 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. MPS has a Livable Wage policy that requires anyone having a contract with MPS must pay all of their employees a livable wage in accordance with City of Milwaukee Ordinance 310-13. The current livable wage rate can be found at the City of Milwaukee website <http://city.milwaukee.gov/ImageLibrary/Groups/doaPurchasing/forms/livingWageTable.docx>
- D. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- E. No current or former MPS employee may perform services on a professional services Contract without the prior written consent of the Director of Human Relations or her designee.
- F. If the Contract is for apparel for \$5,000.00 or more, 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. 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.

18. 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.

19. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, RFP 553 and Contractor's Response to RFP 553 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.

20. 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.

21. TIMING

Time is of the essence in this Contract.

22. 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 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").

23. FORCE MAJEURE

MPS will not be liable to pay Contractor for any work that 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' reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

24. 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.

25. 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 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 reports and tangible deliverables created under this Contract shall also be the property of MPS. All original data and curriculum development materials shall remain the property of Contractor. At the request of MPS, copies of such materials will be provided to MPS and MPS shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use such materials for educational purposes.

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.

In the event that Contractor seeks to publish or otherwise use information developed during the performance of this Contract, Contractor will provide manuscripts for drafts for review by MPS prior to publication and consider MPS' suggestions in good faith. Contractor agrees not to publish or otherwise use such information until the earlier of thirty (30) days from submission of same to MPS, or upon receipt of MPS' written or oral comments, information and ideas. Absent prior written consent, Contractor will not identify MPS as the subject of any studies or analyses derived as a result of this Contract.

26. 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' Director of Communication and Public Affairs.

27. ORDER OF PRIORITY

In the event of a conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: 1) this Contract; 2) RFP 553; and 3) Contractor's Response to RFP 553.

28. PUBLIC RECORDS

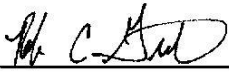
Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing 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 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.

29. 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 #:V004186)

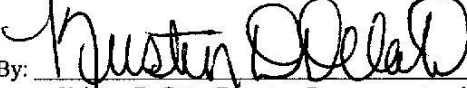
By: 
Robert Gratzl
Managing Officer, RSP, UW-Madison

Date: 9/30/2015


Board of Regents of the University of Wisconsin System
on behalf of the University of Wisconsin-Madison
21 North Park Street, Suite 6401
Madison, WI 53715
(414) 229-3332

SS# or FEIN:
Budget Code: SDV-0-S-GQ6-EO-ECTS

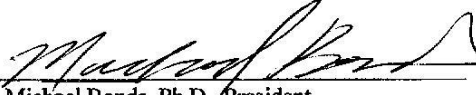
MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: 
Kristen DeCato, Director, Procurement and Risk
Management

Date: 10/2/15

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

Date: 10/15/15

By: 
Michael Bonds, Ph.D., President
Milwaukee Board of School Directors

Date: 10-20-15

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

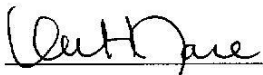
This Contract is not enforceable until fully executed. Payment will not be made on any contract not on file in the Office of Finance. A minimum of fifteen business days is required for approval.

Reviewed by Risk Management:

By: 

Date: 10/27/2015

Reviewed as to form and substance by Office of Finance:

By: 

Date: 10/1/15