

## MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

**This Contract** is entered into this 1<sup>st</sup> day of September, 2022, by and [INSERT ORGANIZATION NAME HERE], (hereinafter referred to as “Contractor”), and the Milwaukee Board of School Directors, contracting authority for Milwaukee Public Schools, (hereinafter referred to as “MPS”).

### 1. SCOPE OF SERVICES

Contractor shall specifically perform the following services:

[INSERT PROJECT SUMMARY HERE]

Services shall be performed between September 1, 2022 and August 31, 2023 with a final report and final cost report due by September 30, 2023.

Contractor was selected pursuant to its 2022-23 Partnership for the Arts and Humanities Application, which application, as submitted by Contractor, is incorporated herein by reference.

Contractor shall provide all personnel required to perform the services under this Contract.

### 2. TERM

This Contract shall be in effect from September 1, 2022 through September 30, 2023 (“Contract Period”).

### 3. COMPENSATION

Contractor shall be compensated in an amount not to exceed \$ \_\_\_\_\_.

MPS does not pay in advance for services. Services should not begin until this Contract is fully executed and all criminal background checks, partnership agreement forms, and matching fund agreement forms, as set forth in Section 4D, 4E1, and 4E2, have been submitted and approved.

#### A. Reimbursement Procedures.

1. Contractor shall complete and submit monthly or bi-monthly Cost Reports, a sample of which is included as Exhibit A, throughout the Contract Period to request reimbursement for approved program-related expenses. Contractor will select which reporting schedule to follow (monthly or bi-monthly) at the beginning of the Contract Period.
2. Contractor shall include, with each Cost Report submitted, the following documentation:
  - a. Copies of all paid receipts/invoices submitted for reimbursement. Receipts and invoices should also be accompanied by the Schedule of Paid Costs, a component of the Cost Report, detailing the purpose of the purchase(s).
    - i. Copies of all receipts submitted by the Contractor must be legible and provide the following information:

1. Name of vendor from which the item was purchased;
  2. Date of the purchase which coincides with the period in which the reimbursement is requested;
  3. Identification and quantity of items purchased; and
  4. Amount spent (excluding all taxes, late payment fees, penalties, etc.)
  5. Brief description of the reason for purchase and how it relates to the funded program
- b. Copies of Organizational Checks used for payment of authorized expenses; and
- c. Copies of Payroll ledger forms and other relevant data (*i.e.*, identifying payee, check number, hourly rate, gross wages, and authorized deductions).
- i. Any employee listed on the Cost Report who has not undergone and passed a Criminal Background Check, as outlined in Section 4D herein, shall not be eligible for reimbursement.
3. All purchases must include a written description of the purpose of the expenditure on the Cost Report. Any purchase that does not include a description may not be reimbursed.
4. Contractor shall ensure the Cost Report and all documents related thereto are legible, and clearly organized in their submission. Contractor acknowledges that any required document that is not submitted or contains errors will reduce or delay the reimbursement request.
5. Contractor shall have each Cost Report signed by the authorized organizational officer and identify the name and telephone number of the person responsible for its preparation.
6. Cost Reports are due to MPS no later than 15 days after the end of the reporting period selected by the Contractor (monthly or bi-monthly). Cost Report due dates for both reporting schedules are outlined in Exhibit B. [Cost Reports for Contractors with summer-only programs (those taking place between May-August 2023) are due on September 30, 2023.] Any Cost Report that is submitted late may, in MPS' sole discretion, be included in the next review cycle; however, MPS reserves the right to reject such report as untimely.
- a. Contractor shall personally deliver or submit via U.S. Mail completed Cost Reports according to the schedule set forth therein to:

Attn: Michelle Walters  
Milwaukee Public Schools

Department of Recreation and Community Services  
5225 W. Vliet Street, Room 162  
Milwaukee, WI 53208

- b. Cost Reports delivered via Email will not be accepted unless Contractor is notified otherwise.
  7. MPS shall make reasonable efforts to reimburse Contractor for approved expenditures within 45 days of receipt of a properly submitted Cost Report (following the monthly or bi-monthly reporting schedule). Notwithstanding the foregoing, Wisconsin's prompt pay law does not apply to this Contract.
  8. If Contractor submits a Cost Report that does not meet the requirements outlined in Section 3A and one or more expenses are denied, the Contractor will be allowed to submit a Corrective Cost Report for reimbursement of said expenses. A Corrective Cost Report should include only the items previously denied with proper documentation. The cover sheet of the Correct Cost Report should clearly indicate "Corrective Cost Report". These reports should be submitted no later than 30 days after email notification of the denied expenses.
  9. Notwithstanding anything to the contrary herein, MPS reserves the right to withhold payment of any Cost Report submitted after the Program Period under this Contract until receipt of the Final Program Report, including completed Outcome Data Tracking Spreadsheet(s) pursuant to Section 4C2.
- B. Fiscal Requirements.
1. Contractor shall submit a revised budget for approval if the Recreation Supervisor of Afterschool Arts & Humanities deems it necessary after a detailed review of the budget submitted with the Contractor's 2022-23 Partnership for the Arts & Humanities application.
  2. Contractor agrees to spend all funds received under this Contract in accordance with the authorized expense categories identified on the Cost Report and the budget submitted and approved by the Recreation Supervisor of Afterschool Arts & Humanities.
  3. MPS will not reimburse Contractor for any costs incurred outside of the Program Period, September 1, 2022 to August 31, 2023.
  4. Contractor shall maintain adequate source records supporting all expenditures under this Contract, including, at a minimum: invoices; payroll records; time sheets; and receipts. Such records shall be retained by Contractor for at least seven years after the termination of this Contract.
  5. Contractor shall use appropriate cash management procedures so that public funds disbursed under this Contract are discernible from other funds, including matching funds. MPS reserves the right to request documentation relating to matching funds at any time throughout the Contract Period.

6. Subject to Section 3B1, Contractor must submit a revised budget to the Recreation Supervisor of Afterschool Arts & Humanities for written approval prior to making any adjustments to its originally approved budget at or above 10% per budget category. Variances below 10% are acceptable without prior approval.
7. Any funds allocated to Contractor, but not expended during the Program Period, shall remain under the jurisdiction of the Milwaukee Board of School Directors to be used for future programming.

#### 4. PROGRAM REQUIREMENTS

##### A. General Program Compliance.

1. Contractor shall perform those services set forth in Section 1 in accordance with this Contract, the 2022-23 Partnership for the Arts and Humanities Guidebook for Grantees, found here: <http://www.milwaukeeerecreation.net/artsandhumanities/>, and incorporated by reference, and Contractor's submitted 2022-23 Partnership for the Arts & Humanities Application. In the event of a conflict between the documents, the order of priority shall be as follows: (1) this Contract; (2) 2022-23 Partnership for the Arts & Humanities Guidebook for Grantees; (3) Contractor's submitted 2022-23 Partnership for the Arts & Humanities Application.
2. In the event Contractor seeks minor modifications to the programming set forth in Section 1, Contractor shall electronically submit a signed letter requesting such approval with a detailed explanation for the requested change to the Recreation Supervisor of Afterschool Arts & Humanities. Minor modifications may include but are not limited to, a change in school(s) to be served, a change in community partners, or other deviations from the originally proposed services which closely follow the intent of the programming approved by the Milwaukee Board of School Directors.
  - a. Whether such modifications are acceptable to MPS shall be in the sole discretion of MPS. Modifications will be accepted if found to be in the best interests of MPS and its partners. Contractor shall not implement any changes unless and until it receives confirmation from MPS, in writing, that such modifications are acceptable. MPS reserves the right to request additional information, including a revised budget, prior to making a determination.
3. Virtual Programming. In the event that COVID-19 impacts MPS' ability to carry out the Partnership for the Arts & Humanities program as set forth in this contract, MPS reserves the right to make any necessary changes to the program and/or contract. Contractor shall abide by MPS' policies regarding in-person and virtual programming. If MPS determines that there is a need for Contractor to offer virtual programming at any point during the Program Period, the Recreation Supervisor of Afterschool Arts & Humanities will request a virtual program plan from Contractor, which may include a detailed virtual programming plan and a work sample. Contractor shall not begin any virtual programming until the virtual programming plan is approved by the Recreation Supervisor of Afterschool Arts & Humanities.

4. Logo Usage. All apparel, (*e.g.*, t-shirts, etc.), and printed items, (*e.g.*, flyers, banners, etc.), purchased with Partnership for the Arts & Humanities funds must include reference to the Partnership for the Arts & Humanities program or include the Partnership for the Arts & Humanities logo. In the event apparel is purchased by Contractor, Contractor shall comply with the standards set forth in MPS Board of School Directors' Administrative Policy 3.09(18).
5. Records. Contractor shall maintain all program records for at least seven (7) years from the end of the Contract Period. In the event Contractor collects and maintains confidential student records, such records must be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), Wis. Stat. § 118.125 and MPS Administrative Policy 8.42.

B. Meetings, Workshops, and Site Visits.

1. Information Sessions. All Contractors are required to attend one information session prior to the Contract Period. The information sessions will cover all Contractor requirements under this contract. The information sessions are scheduled to take place on Wednesday, August 17, 2022. Contractors must attend one of two sessions: 10:00 – 11:30 AM or 1:00 – 2:30 PM (location TBD). A RSVP form will be distributed in early August 2022.
2. Cost Report Workshops. New Contractors (those that have not participated in the Partnership for the Arts & Humanities program before the 2022-23 funding cycle) are required to attend a Cost Report Workshop at the beginning of the Contract Period. Detailed cost reporting expectations and procedures will be covered at this workshop. The workshop will take place on Tuesday, October 4, 2022 from 10:00 – 11:30 AM (location TBD). A RSVP form will be distributed in early September 2022. Contractors that have participated in the Partnership for the Arts & Humanities program in the past may be required to attend a refresher Cost Report Workshop.
3. Outcome Monitoring Workshop. New Contractors (those that have not participated in the Partnership for the Arts & Humanities program before the 2022-23 funding cycle) are required to attend an Outcome Monitoring Workshop at the beginning of the Contract Period. Outcome monitoring tools and procedures will be covered at this workshop. The workshop will take place on Wednesday, September 14, 2022, from 10:00 – 11:30 AM (location TBD). A RSVP form will be distributed in early September 2022. Contractors that have participated in the Partnership for the Arts & Humanities program in the past may be required to attend a refresher Outcome Monitoring Workshop.
4. Check-in Meetings. In-person meetings with the Contractor may be requested by MPS at any time throughout the Contract Period.
5. Site Visits. Partnership for the Arts & Humanities program staff and/or other MPS staff will conduct site visits of Contractor programs throughout the Program Period. Each Contractor should expect at least two site visits from MPS during the Program Period. Contractors are required to provide programming schedules to program staff to assist with scheduling site visits.

6. Virtual Meetings. In the event that COVID-19 impacts MPS' ability to hold any information session, workshop, or meeting in person, the Recreation Supervisor of Afterschool Arts & Humanities will coordinate a virtual version of the event or meeting. Contractor will be provided with information on how to access the virtual event or meeting. Contractor attendance at the virtual event or meeting is mandatory for any event or meeting that was mandatory per this contract.

C. Program Monitoring and Reporting.

1. Mid-Term Program Report. Contractor shall electronically submit a Mid-Term Program Report detailing the program's status, reach, and programmatic challenges and successes by January 31, 2023. This section shall not apply in the event Contractor's program starts any time after January 1, such is the case with spring/summer or summer-only (those taking place between May-August 2023) programs. The Mid-Term Program Report, a sample of which is included as Exhibit C, will be available one month prior to its due date. Failure to submit a timely Mid-Term Program Report may impact the processing and reimbursement of Cost Reports.
  - a. Contractor may be required to attend a meeting following their submission of the Mid-Term Program Report or when they reach the mid point of their program to discuss the program's progress.
2. Final Program Report. Contractor shall electronically submit to the Recreation Supervisor of Afterschool Arts & Humanities, a Final Program Report detailing program outcomes, challenges, successes, reach, etc. no later than Friday, September 30, 2023. The Final Program Report, a sample of which is included as Exhibit D, will be available one month prior to its due date. Failure to submit a timely Final Program Report, including completed Outcome Data Tracking Spreadsheet(s), may impact the processing and reimbursement of Cost Reports.
3. Outcomes Monitoring. Contractor shall be responsible for outcomes monitoring, as set forth in the 2022-23 Partnership for the Arts and Humanities Guidebook for Grantees and Contractor's submitted 2022-23 Partnership for the Arts and Humanities Application. Contractor will be required to report out about progress toward outcomes on the Final Program Report and submit their completed Outcome Monitoring Data Tracking Spreadsheet.

D. Criminal Background Checks.

1. Contractor will conduct, at Contractor's expense, a criminal information background check (hereinafter referred to as "background check"), through the Wisconsin Department of Justice (<https://recordcheck.doj.wi.gov/>) and other states' agencies, as applicable, on all current and potential administrators, board members, officers, full-time employees, part-time employees and volunteers who have, or who are anticipated to have direct, unsupervised contact with MPS students throughout the Program Period. (Note: No background checks are required for youth mentors/workers who are under the age of 18.)

- a. An out-of-state background check should be completed in the state(s) in which the individual resided for at least 6 months within the last 10 years and was 18 years or older at the time.
  - b. For purposes of this Contract, a volunteer is any non-paid person who provides services on a regular and ongoing basis for more than five hours a week. A volunteer is not a parent or other adult who is a one-time volunteer for a field trip or other one-time only activity. Provider will use good judgment in accepting the services of a volunteer, and will be familiar with the volunteer before accepting services of that volunteer.
2. No later than one month before work with MPS students begins, Provider will electronically submit completed background checks for all individuals providing services under this Contract in accordance with Section 4D1, utilizing the Smartsheet link provided herein: <https://tinyurl.com/yc3pu8mj>. Records that indicate a history of conviction or pending criminal charges will be reviewed by the MPS Department of Employment Relations. Thereafter, MPS will immediately notify Contractor of any individual(s) who, based on MPS standards, should not have contact with students or children. Failure to submit the results of any crime information records checks prior to the provision of services will result in the termination of services. All determinations made by MPS with regards to whether an individual is fit to provide services under this Contract are made in MPS' sole discretion. More information about the background check process can be found in the 2022-23 Partnership for the Arts and Humanities Guidebook for Grantees.
  3. The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract with no further liability on the part of MPS: failure to perform background checks as outlined in Section 4D1; failure to submit background checks to MPS as outlined in Section 4D2; allowing services to be performed under this Contract by an individual who has not been subjected to a background check, and allowing services to be performed under this Contract by an individual who has been determined to be unfit by MPS as outlined in Section 4D2.

E. Forms.

1. Partnership Agreement Forms. Contractor is responsible for completing and submitting a Partnership Agreement Form for all partners identified in its 2022-23 Partnership for the Arts and Humanities Application. Services should not begin until all Partnership Agreement Forms have been submitted and approved. For Contractors with programs beginning September-April, Partnership Agreement Forms are due September 1, 2022. For Contractors with summer-only programs, Partnership Agreement Forms are due May 1, 2023. See Exhibit E for the Partnership Agreement Form.
2. Matching Fund Agreement Forms. Contractor is responsible for completing and submitting a Matching Fund Agreement Form for all matching fund providers (in-kind and cash) identified in its 2022-23 Partnership for the Arts and Humanities Application. Services should not begin until all Matching Fund Agreement Forms have been submitted and approved. For Contractors with programs beginning September-April, Matching Fund Agreement Forms are due September 1, 2022.

For Contractors with summer-only programs, Matching Fund Agreement Forms are due May 1, 2023. See Exhibit F for the Matching Fund Agreement Form.

3. Release Forms.

- a. Photo/Video Release Forms. Contractor shall be responsible for distributing permission forms to the parents/guardians of all participants as it relates to photo/video/social media releases. The permission forms must contain language permitting MPS to rely on the same. In the event a participant's parent/guardian does not grant consent, the participant must still be permitted to take part in all program activities, and it shall be Contractor's sole responsibility to ensure the privacy of the participant is protected at all times. MPS reserves the right to inspect and make copies of these records at any time.
- b. Evaluation and Other Data Release Forms. Contractor shall be responsible for distributing and collecting passive permission forms to/from the parents/guardians of all participants as it relates to evaluation and other data collection. The passive permission forms must contain language permitting MPS to rely on the same. In the event a participant's parent/guardian does not grant consent, the participant must still be permitted to take part in all program activities, and it shall be Contractor's sole responsibility to ensure the privacy of the participant is protected at all times. Contractor shall also be responsible for analyzing and assessing such data in accordance with such passive permission forms. MPS reserves the right to inspect and make copies of these records at any time.

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

In the performance of services under this Contract, Contractor shall not discriminate 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. Employment activities shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees of Contractor and applicants for employment notices setting forth the provisions of the non-discriminatory clause.

**6. INDEMNITY**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, MPS, its agents, officers and employees, from and against all loss or expense, including related costs and reasonable attorneys' fees, by reason of liability for damages, including suits at law or in equity, caused by any wrongful, intentional or negligent acts or omissions of Contractor or its agents which may arise out of or are connected with the activities covered by this Contract.

**7. 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. 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.

Contractor shall effect and maintain insurance coverage in the following minimum amounts:

<b>INSURANCE TYPE</b>	<b>MINIMUM LIMIT</b>
Workers' Compensation	As defined by Wisconsin state statutes
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 general liability insurance and umbrella liability insurance policies. 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. MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change to Contractor's insurance coverages required by MPS for the duration of this Contract.

**8. TERMINATION BY CONTRACTOR**

Contractor may, at its option, terminate this Contract upon the failure of MPS to reimburse 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.

**9. IRREPARABLE HARM**

It is mutually agreed that the breach of this Contract on Contractor's part will 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.

**10. TERMINATION BY MPS FOR BREACH BY CONTRACTOR**

Except as set forth in Section 4D3, 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 30 days' written notice of termination of 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 prior to the end of the 30- day period. 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.

**11. UNRESTRICTED RIGHT OF TERMINATION BY MPS**

MPS further reserves the right to terminate this Contract, at any time, for any reason in its sole discretion by giving Contractor 30 days' written notice by Registered or Certified Mail of such

termination. In the event of such a termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon such a termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This paragraph also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

**12. INDEPENDENT CONTRACTOR**

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between MPS or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

The manner in which Contractor performs the services provided for hereunder including work hours, location, and other details of such services, shall be exclusively determined by the Contractor in consideration of the availability of facilities, students, and the normal working hours of the MPS departments involved. MPS shall have the right to control and direct the results of such services because, in the performance thereof, Contractor is and shall remain independent, (with the obligation solely on the Contractor's part to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income), providing consultation on the matters made the subject thereof. MPS understands Contractor will engage in other business or trade for other persons or organization, at Contractor's discretion, during the time Contractor is rendering services for MPS, providing such outside functions do not in any way restrict Contractor in performing the services provided for in this Contract.

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 agrees 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.

Contractor agrees that Contractor will not 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.

**13. 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.

**14. EMPLOYMENT PRACTICES**

A. MPS employees are expressly forbidden from accepting gifts, gratuities or favors which might improperly influence MPS's relationships with vendors or create the perception of any impropriety or undue influence in the award of any contracts. Contractor agrees it will not offer such gifts, gratuities or favors.

- B. Contractor, during the period of this Contract, shall not hire, retain or use for compensation any person who, to the knowledge of Contractor, has a conflict of interest or is providing services in violation of MPS Administrative Policy 6.04.
- C. 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."

**15. NOTICES**

- A. Notices to MPS provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to:

Attn: Lynn A. Greb  
Milwaukee Public Schools  
Department of Recreation and Community Services  
5225 West Vliet Street, Room 162  
Milwaukee, WI 53208

with an electronic copy to [adamczj@milwaukee.k12.wi.us](mailto:adamczj@milwaukee.k12.wi.us)

- B. Notices to Contractor provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, to the signatory of this Contract at the address identified on the execution page.

**16. OWNERSHIP OF INFORMATION/ACKNOWLEDGEMENT**

All information and any derivatives thereof, whether created by MPS or Contractor that are related to the services covered 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.

All promotional materials and publicity of Partnership for the Arts and Humanities Programs must include reference to Milwaukee Public Schools. Notwithstanding the foregoing, prior to releasing any promotional materials relating to this Contract, Contractor shall submit a copy to the MPS Executive Director of Communications & Outreach at [comm@milwaukee.k12.wi.us](mailto:comm@milwaukee.k12.wi.us) for review.

**17. NON-DISCLOSURE AND NON-USE OF MPS INFORMATION AND WORK PRODUCT DEVELOPED BY CONTRACTOR FOR MPS**

Contractor will not disclose, publish, or disseminate any information it obtains from or develops for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of information and work product obtained from or developed for MPS under this Contract. Contractor agrees not to use, publish or disseminate information and work product for its own or any third party's benefit without the prior written approval of MPS.

**18. 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 Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights

or remedies that 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.

**19. RETURN OF DOCUMENTS**

Within ten business days of receipt of MPS' written or oral request, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

**20. 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.

**21. SEVERABILITY**

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 terms or provisions were not contained herein.

**22. INTEGRATION**

A. This Contract is intended by Contractor and MPS as a final expression of their agreement and as a complete and exclusive statement of its terms. This Contract supersedes all prior proposals, negotiations, conversations, discussions and contracts among the parties concerning the subject matter hereof.

B. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by authorized signatories of both parties.

**23. APPLICABLE LAW; VENUE**

This Contract shall be governed solely by the laws of the State of Wisconsin. The state or federal courts of Wisconsin shall be the sole forum for all disputes arising out of this Contract.

**24. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

By signing this Contract, 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").

**25. 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.

[signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the day, month and year first above written. This page must be submitted to MPS.

**CONTRACTOR:** (MPS VENDOR # \_\_\_\_\_)

**MILWAUKEE BOARD OF SCHOOL DIRECTORS:**

By \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
Janine Adamczyk, Director

Procurement & Risk Management

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

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

VENDOR NAME  
ADDRESS  
CITY, STATE, ZIP  
PHONE NUMBER

By: \_\_\_\_\_  
Dr. Keith P. Posley  
Superintendent of Schools

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

TAX ID/SSN

By: \_\_\_\_\_  
Bob Peterson, President  
Milwaukee Board of School Directors

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

**For Office Use Only**

Budget Code:

**CSV-0-0-ART-RC-ECTS**

Reviewed by Risk Management:

By \_\_\_\_\_

Date \_\_\_\_\_