

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

AGREEMENT entered into this ___ day of _____ 2009, and between _____ (hereinafter referred to as "Contractor") and Milwaukee Board of School Directors (hereinafter referred to as "MPS").

1. SCOPE OF SERVICES

Contractor shall specifically perform the tasks set forth in **Exhibit A**, pursuant to the time line set forth therein, which is hereby incorporated by reference.

Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Contractor, during the period of this contract shall not hire, retain or use for compensation any member, officer, or employee of MPS or any person who, to the knowledge of Contractor, has a conflict of interest.

2. COMPENSATION

Contractor shall be compensated for work according to the terms set forth in **Exhibit B**, the Terms Sheet, which is hereby incorporated by reference.

No payment shall be made until a properly submitted invoice is approved. A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. Invoices must be submitted to:

Milwaukee Public Schools
Division of Recreation and Community Services, Room 163
Attention: Kari Couture
5225 W. Vliet Street
Milwaukee, WI 53208

Milwaukee Public Schools does not pay in advance for services. All invoices must be submitted within 60 days of actual work or they shall not be paid. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, MPS attempts to pay all invoices in 30 days.

3. PROGRAM REQUIREMENTS

Final Report

Before final payment is made, Contractor must submit a Final Report, an example of which is attached as **Exhibit C**.

Criminal Background Checks

Contractor understands that a criminal background check is required for any person providing services under the contract, including staff and volunteers, that will have direct student contact. The purpose of the check is to ensure there is nothing that would render them unfit to work with MPS children. Background checks shall be completed 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.

MPS will perform the necessary background investigation at the rate of \$20.00 per person. In the event Contractor chooses this option, it shall provide MPS with all information necessary to perform the investigation at least 30 days prior to the commencement of the services.

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 to MPS Division of Recreation and Community Service at least 10 days prior to any services being performed pursuant to this contract.

MPS will, in its sole discretion, determine whether there is anything in a background check that would render a person unfit to work directly with MPS students.

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

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which 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 the Contractor and applicants for employment notices setting forth the provisions of the non-discriminatory clause.

5. INDEMNITY

To the fullest extent permitted by law, the 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 attorney's 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 the Contractor, or its agents which may arise out of or are connected with the activities covered by this Contract.

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

6. 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 shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

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

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

MPS shall be named as an additional insured under Contractor's general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be given to MPS. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement 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.

7. 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 forty-five (45) 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.

8. BREACH BY CONTRACTOR

It is mutually agreed 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 agreement 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.

9. TERMINATION BY MPS FOR VIOLATIONS 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 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 thirty (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.

10. UNRESTRICTED RIGHT OF TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor thirty (30) days written notice by Registered or Certified Mail of such termination. 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.

11. INDEPENDENT CONTRACTOR

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between MPS or its successor or assigned 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 the 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 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.

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.

12. 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.

13. 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 or any 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 which states, in part, "An employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. Contractor shall adhere to the MPS' Livable Wage Policy that requires all contractors to pay their employees a minimum of \$7.70 per hour.
- D. No MPS employee may enter into this contract for services that the MPS employee would otherwise perform as an employee.

14. NOTICES

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

15. OWNERSHIP OF INFORMATION

All information and any derivatives thereof, whether created by MPS or Contractor and 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.

16. 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.

17. 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.

18. WAIVER

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

19. SEVERABILITY

If any term or provision of this Agreement 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 agreements or covenants were not contained herein.

20. INTEGRATION

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

21. APPLICABLE LAW; VENUE

This Agreement shall be governed by the laws of the State of Wisconsin, without regard to its conflicts of laws provisions. Any suit, action, or proceeding with respect to this Agreement, or any judgment entered by any court in respect thereof must be brought in the Courts of the State of Wisconsin.

22. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

The Contractor certifies that neither the Contractor or its principals; the sub-recipients or their principals; or the subcontractors 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. The Contractor specifically covenants that neither the Contractor or its principals, the subcontractors or their principals, nor the sub-recipients 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 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' reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

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

CONTRACTOR: (MPS VENDOR # _____)

MILWAUKEE BOARD OF SCHOOL DIRECTORS:

By _____
Signature

By _____
Administrative Signature

Date: _____

Date: _____

Please Print:

Please Print:

Name _____

Name Molly E. Barrett

Title _____

Title Director

Name of Organization: _____

Name of Organization: MPS Division of Recreation

Business Address: _____

Business Address: 5225 W. Vliet Street, Rm. 162

Milwaukee, WI 53208

Telephone # _____

Telephone # 414-475-8844

Tax ID or SS # _____

Is your business a certified M/WBE? Yes No

If you are certified, identify M/WBE Certifying Agency

(Please attach copy of certification letter)

If not certified, are you a [] Female or a [] Minority

For Office Use Only

Budget Code: **CSV-0-0-ART-RC-ECTS**

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 signed by the Department of Finance.
Payment will not be made on any contract not on file in the Department of Finance.
A minimum of fifteen business days is required for approval.

Approved as to appropriate use of a professional service contract form, and independent contractor status by Department of Finance.

By _____ Date _____

Reviewed by Division of Insurance and Risk Management.

By _____ Date _____

THIS PAGE IS TO FILLED OUT AND RETAINED BY DEPARTMENT OR SCHOOL CONTRACTING FOR SERVICES. IT IS FOR INTERNAL RECORD-KEEPING PURPOSES ONLY.

SUMMARY OF EXPERIENCE FORM

NAME and BUSINESS ADDRESS of CONTRACTOR (as it appears on tax filings and will appear on their check for payment):

TAX IDENTIFICATION NUMBER or SOCIAL SECURITY NUMBER: _____
TELEPHONE NUMBER: _____

AREA OF EXPERTISE or service being performed under this contract:

EXPERIENCE (Names and addresses of three organizations or individuals who have paid Contractor for similar services within the past five years and the approximate dates of the services provided. Prior employment at MPS will disqualify Contractor if for same or similar services as this would be considered re employment):

EDUCATION or training which provide Contractor with expertise in the services being provided under this contract (provide name, city and state of educational institutions or training centers):

PROFESSIONAL AFFILIATIONS:

MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT
COMPLEX OR EXCEEDING \$1,000 INSTRUCTIONS

Who Should Use This Form and When?

The attached Professional Services Contract Exceeding \$1,000 format is to be used for any services contracted by a school or department which are complex in nature or which will incur a total cost exceeding \$1,000. Do not use more than one contract to the same individual to circumvent this dollar limit. Some examples of more complex services, which have been contracted using this format, are as follows: Consultant services for studies such as those performed by actuaries.

Computer programming or similar services, which will extend beyond one school year.

Contracts in excess of \$50,000 must utilize the bid process and be approved by the Milwaukee Board of School Directors, although this contract format can be used. Contracts for \$25,000 to \$50,000 require solicitation of telephone quotes, at a minimum. Please contact Purchasing Services for assistance in these matters prior to entering into an agreement with a Contractor.

Professional services are services rendered for a fee.

An Independent Contractor is an individual who is self-employed, has the means and right to control the work to be performed, how the work will be performed, often works for more than one employer at a time, and has the benefit/risk of making a profit/loss on any given contract.

This contract is not a valid agreement until all of the parties listed have approved it as evidenced by their signatures. Please allow sufficient time for review by the Division of Insurance and Risk Management and Department of Finance before requesting services begin. This is necessary to protect the District from liability.

This contract format is not intended for clerical services provided by temporary help firms, which are under contract to the District. Due to concerns about liability, this standard contract cannot be used for the following types of agreements. Please contact Purchasing Services relative to:

- Contracts dealing in the areas of environmental, medical, architectural and engineering services,
- Large construction or remodeling projects, and
- On-site day care services.

You will receive guidance on the contract language to be used for these services.

Contracts for less than \$1,000, which are not complex, should use the Contract for Professional Services Less than \$1,000, which is being forwarded to you separately. These services can be contracted using a simplified format due to the reduced risk to the District.

If you are contracting the services of a person who will direct a number of other individuals to complete a task, such as a play director, that person is responsible for employing and paying their assistants. For example, the play director is responsible for employing stage crew, costumers, set designers, etc. These members of the Contractor's staff must not be current employees of the District. Note former employees of the District may participate in the contract if the task being performed is not similar to any responsibility they or any other District employee has had. Therefore, a former interpreter cannot contract to interpret for the District.

Employees are prohibited from entering into a professional services contract with the District. Employees may perform supplemental duties for the school or department. Please refer to the appropriate bargaining unit agreement.

Please read both sides of the contract form and familiarize yourself with its provisions.

Specific Instructions for Completing the Contract

Enter the date on which the contract is being signed on the first line of the Contract. On the second line, enter the complete business name of the organization being contracted. If an individual who is in business for themselves is being contracted, enter their full name on the form on the second line. This name will appear as the payee on the check when the contract is paid. If a different name is to be used, note the payee name, as it should appear in parenthesis next to the business name.

SCOPE OF SERVICES: Describe the services being requested in the second paragraph along with the date or dates to be performed. The description of the services should clearly describe the task so both the administrator and the Contractor agree as to the requested outcome of the contract. If a series of dates is needed, enter the beginning and ending dates of the period covered by the contract in the space provided. If the contract is the result of a Request for Proposal and competitive bids, delete the first paragraph and complete the optional paragraph provided.

COMPENSATION: In the fourth paragraph of the contract, describe the payment terms of the contract. Always enter a total dollar amount anticipated for the contract. This amount will be encumbered against your budget to allow you to better follow its impact against your school or department's budget. The amount for the total contract should not exceed the number of hours or performances contracted times the rate indicated in the SCOPE section of the contract.

BILLING: Describe how the Contractor expects to be paid. The Contractor must submit invoices to you to support each payment including at least the information requested in this section.

The signatures needed to authorize the contract depend upon the budget being impacted. If local school funds or a department's budget is being charged for the contracted services, the school or department administrator needs to sign the contract. The contract does not need to be reaffirmed by any central services authority in these cases. If, however, the budget being used to pay for the services is administered by another department, such as Title I or centrally administered exceptional education funds, that department's administrator must sign the contract along with the administrator contracting for the services.

A legal representative of the organization (such as a partner or agent for the organization) or the individual being contracted must include, in addition to their signature, the individual's social security number or business tax identification number, the address of the business, and their telephone number when they are not on District premises.

If the Contractor indicates they are certified as a historically underutilized business (minority- or women-owned businesses), they should provide you with the agency which has certified them as such. If they are not certified, please indicate whether the Contractor is a woman or a minority individual in compliance with the district wide utilization program for historically underutilized business ("HUB's"). If you have questions regarding this policy, please contact Ms. Renee Taylor, Equal Opportunity Program at 438-3680.

Enter the budget code to be charged when paying for invoices submitted under the contract at the bottom of the contract form. This budget code must have an object code of ECNS or ECTS (last three-digit segment of the budget code).

The Summary of Experience form should be completed by the Contractor as documentation for your school or department if this information has not been provided to you as part of a Proposal. As well as providing more detail about the organization or individual for your complete assurance of their credentials, it also provides needed documentation for the District should an audit be conducted to verify this contract was with a qualified independent contractor. The Internal Revenue Service may question the independence of certain relationships entered into by contracts.

What to do now that the Forms are done?

Send the completed contract to the Department of Finance, Processing Center. Do not include the Summary of Experience form but retain it with a copy of the contract for your records. The Processing Center staff will encumber the full amount of the contract.

After the services have been acceptably performed, you must receive a bill from the Contractor, sign it as authorization for payment, and submit it to the Processing Center for payment. No payment request is needed. The check will be sent directly to the Contractor at the address entered on the face of the contract.



I. Scope of Services

The Milwaukee Public Schools contract requirements include a scope of services statement to be provided with the contract. A scope of services contains a summary of the services that you will provide, the dates, times and location(s) that the services will occur and the cost for the projected services.

This is a suggested template that you may use to provide the necessary information that is required for processing your contract.

Name of Organization:

[Greyed out input area]

Description of the services provided:

[Greyed out input area]

Information for Services Provided:			
Days & Dates:	Times:	Location:	# of Students:
[Greyed out input area]	[Greyed out input area]	[Greyed out input area]	[Greyed out input area]



2. Compensation Terms

Name of Organization:

Approved Total Project Budget:

Project Billing Agreement:

More than one invoice may be submitted during the funded period but only invoices for actual work completed will be considered. Milwaukee Public Schools does not pay in advance for services. Final invoice or 25% of the total contract will not be paid until Final Reports are submitted and approved.

Project Budget Information:

If the approved project budget is different than the originally submitted budget in your proposal, attach a revised budget detail.

All invoices should reflect actual dates and times worked to complete key tasks and/or activities.

3. FINAL REPORT for Partnership for the Arts. The final invoice for payment must include a Final Report for each activity/project completed, including: location of project; day(s) offered; dates(s) offered; hours offered; instructors; student demographic data; attendance data; and how the project supported the MPS Learning Targets. **Failure to submit the Final Report will jeopardize future funding.**

Project Evaluation: The Final Report must also include a report on the project's goals and measurable objectives:

- a. Describe how the project was evaluated by referring to the goals and measurable objectives listed in the original application for funding.
- b. Identify the specific sources of data and evaluation methods used to determine whether the identified program goals and measurable objectives were met.
- c. Report outcomes achieved for each measurable objective.

Please complete the following information for each activity / project completed during the term of this contract:

Name of Organization:	Name of Person Completing this Report:	Daytime Phone #:	Date Submitted:

Activity or Project:	Location :	Day/s Offered:	Date/s Offered:	Hours Offered:	Instructor/s :

How did Activities / Project Support the MPS Learning Targets:

The following is a **suggested format** for reporting on measured outcomes. MPS will accept other formats as long as the measurable objectives and outcomes are identified. You may also include additional evaluation summary information the organization has gathered.

REPORT ON PROJECT'S GOALS AND MEASURABLE OBJECTIVES			
Activity/Project Description:	Measurable Objectives:	Outcome/Results :	Sources of Data and Evaluation Methods Used:
	1	1	
	2	2	
	3	3	
	4	4	
	5	5	

