

This contract is effective for one year beginning July 1, 2007 and ending June 30, 2008. This contract is subject to two annual renewals if mutually agreed by both parties. Schools to be served and allocation amounts are subject to change at the time of renewals. If either party elects not to renew, the non-renewing party will inform the other party in writing no less than 60 days preceding the end of the then current year.

## **MASTER AGREEMENT REGARDING THE PROVISION OF TITLE IA SERVICES TO ELIGIBLE CITY OF MILWAUKEE STUDENTS ENROLLED IN NON-PUBLIC SCHOOLS**

**MPS 07-08 Contract #; Vendor #**

**AGREEMENT** entered into this 30th day of June 2007 between Service Provider Name (hereinafter referred to as "Provider") and Milwaukee Board of School Directors (hereinafter referred to as "MPS").

**WHEREAS**, Provider has been identified and approved by MPS as a Title IA educational service provider for City of Milwaukee resident students attending non-public schools, in accordance with Title IA of the Elementary & Secondary Education Act, as amended by the No Child Left Behind Act of 2001 (hereinafter, the "Act"); and

**WHEREAS**, Provider has provided assurances to MPS that it will enter into an agreement with MPS for the provision of Title IA educational services to eligible non-public school students in accordance with the Act

**WHEREAS**, MPS is responsible for arranging for the provision of Title IA educational services and for the monitoring of such services for the purpose of improving academic achievement; and

**WHEREAS**, MPS will enter in to agreements with service providers approved by MPS upon the recommendation of a committee of MPS administrative personnel and non-public school representatives (an administrator and a parent).

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties agree as follows:

### **I. SCOPE OF SERVICES**

- A. Provider shall provide equipment, materials and supplies as needed to effectively offer the Title IA services, unless MPS agrees otherwise. Provider shall inventory, and keep all equipment, materials and supplies used in the provision of Title IA services in good and safe working condition. Items in Title IA inventory shall be labeled, "Property of MPS Title IA". Provider shall ensure that Title IA inventory is used only by Title IA staff and only with eligible students receiving Title IA services. An exception to this rule applies to professional development materials provided for non-public school staff members who work with students receiving Title IA services. Such materials may be used or borrowed by non-public school staff.
- B. Provider shall employ a sufficient number of qualified and properly trained persons to effectively offer the Title IA services. Teachers must hold current State of Wisconsin teaching licenses.
- C. Services to students will be of sufficient duration, focus, and frequency to allow significant student achievement gains (at least 120 minutes per subject area delivered in at least two class periods per five instructional days over the course of a full school year or summer program).

- D. Provider shall allow MPS or any authorized MPS representative to conduct a program evaluation and/or a contract compliance / financial audit of the program funded under this agreement at any time and as often as deemed necessary by MPS, for a period of up to three years following the expiration of this agreement. If an audit identifies costs as inappropriate, MPS shall be entitled to recover any payments for such costs.
- E. Provider shall provide any information and records at such times and in such forms as may be requested by MPS, or its designee, concerning any of the provisions of the Title IA services agreements or of this program. Provider shall be required to maintain and make available to MPS or its designee records and information including, but not limited to, the following:
  - 1. Provider shall maintain student attendance and progress reports including pre and post test results.
  - 2. Provider shall not disclose to the public the identity of any student eligible for or receiving Title IA services, unless Provider has received written permission of the student's parent to do so.
  - 3. Provider shall generate and provide information in a format and at the time as requested by MPS or its designee.
  - 4. Provider shall ensure that all participant reports and personal information are kept confidential.
  - 5. Provider shall notify the Superintendent of Milwaukee Public Schools of any correspondence received from the United States Department of Education or the Wisconsin Department of Public Instruction that requires a formal response.
- F. Provider shall provide Title IA services in a manner consistent with applicable Title IA program law or regulation and civil rights law and shall provide accommodations and services to students with disabilities (provider shall make all necessary and appropriate accommodations and/or modifications to ensure each student can access Title IA services).
- G. Title IA services shall be provided to any City of Milwaukee resident, Title IA Eligible students at the non-public schools listed in Section II, Compensation, of this contract. Services to non-public school students will be provided in accordance with Title IA requirements for Targeted Assistance programs.
- H. Title IA services shall be provided to any Milwaukee Public School Title IA Eligible students enrolled at schools being run by private agencies and serving MPS students under contract with the district and listed in Section II, Compensation, of this contract. Services to MPS students will be provided in accordance with the Title IA program type in place for the school – either Targeted Assistance or Schoolwide.
- I. Provider shall complete Tasks as described in Section 2 of MPS RFP #534 and attached to this contract with the following clarifications.
  - 1. 2.16 TASK 16: END OF YEAR EVALUATION AND INVENTORY REPORTS This report will also include an accounting of how funds were spent in categories to be identified by MPS (e.g. personnel, capitol, and materials expenditures). Expenditure reports for individual schools are to be made available upon request.
  - 2. 3.14 TASK 14: Provider's audit will address all applicable US Department of Education ESEA Title program audit requirements (See US Department of Education Edgar Requirements in Section A-133). Additionally, audit will address program compliance issues as specified by MPS, including provider employee background and certification checks, accuracy and completeness of required student data (demographic, eligibility, performance, attendance [inc. hours of service offered and delivered and received per service area]), minimal service levels, timeliness and

completeness of reports, and spending per category (professional development, instruction, parental involvement and administration).

3. Contractors are bound by state law relating to the confidentiality of student records.

## II. COMPENSATION

- A. By the 15th of each month, Provider shall submit an invoice to the designated MPS Title Program Supervisor (Currently Edward Valent, MPS Central Services; Rm. 253, Office 11; 5225 W. Vliet St.; Mailing Address: P.O. Box 2181; Milwaukee, WI 53201; FAX 414-475-8548; E-mail: valentec@milwaukee.k12.wi.us) assigned to non-public school programs. Payment for invoices received after the 15th due date will be delayed until the following month.
- B. Invoices will include the following information:
  - Dates of service
  - Names of schools where service has been provided
  - Number of students served per school
  - Average number of minutes of service per student per week
  - The contract number assigned by MPS
  - Monthly expenses per school per category (Educational Services, Parental Involvement, Professional Development, Administration)
  - Total expenditures and remaining balances for each school for the year
  - A Notarized HUB Payment Affidavit form. (Attached).
- C. Out-of-pocket expenses are not reimbursable. As a matter of practice, MPS attempts to pay all invoices in 30 days. Payment to the contractor will be deemed timely if the payment is mailed, delivered, or transferred within 60 calendar days after receipt of a properly completed invoice (including all required attachments such as stored material forms, guarantees, manuals, as-built plans, etc.), or receipt and acceptance of the property or service, or the final date of final completion as determined by the MPS when all corrective measures are complete on punch list items under the order or contract, whichever is later. If MPS does not make payment by the 60th calendar day, MPS shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month, unless MPS disputes the amount of the invoice. No interest will be paid on final payments of 10% of the contract, or \$1,000, whichever is greater.
- D. MPS does not pay in advance for services.
- E. Provider shall use appropriate cash management procedures so that public funds disbursed under this Agreement are discernible from other funds. Provider shall maintain adequate source records, including, but not limited to invoices, payroll records, time sheets, and receipts for up to three years after the termination of this Agreement.
- F. MPS reserves its right to withhold final payment on this agreement until all required services so stated have been provided, e.g., evaluation reports, outstanding invoices, etc. MPS reserves the right to conduct unannounced on-site review inspection of the operations of the Provider, including but not limited to all pertinent records for the purpose of financial audits and state/Federal regulations.
- G. Reimbursement for Title IA services to eligible City of Milwaukee resident students will not exceed amounts allocated under Title IA for the school year under contract. Funds to be expended in provision of services to eligible students at individual schools are to be provided contingent upon the school's acceptance of Title IA services, cooperation in the provision of required information (student eligibility information, for example), and continuing viability as a school program. Allocations may be adjusted for

individual schools if actual enrollment for the school year falls significantly below numbers reported by the school in the previous year’s annual Title Program “Affirmation of Consultation” period. Schools to be served are listed with allocation amounts (including funds for educational services, administration, professional development and parental involvement) here:

Type	DPI #	School	Instruction	Parental Involvement	Professional Development	Administration	Grand Total
		Schools and amounts listed here					
Totals							
TA = Targeted Assistance; SW = Schoolwide; DPI = Wisconsin Department of Public Instruction							

**III. TREATMENT OF ITEMS PRODUCED UNDER THIS CONTRACT**

- A. All data, documentation or innovation developed as a result of these contractual services cannot be copyrighted without authorization from the Superintendent. All data, documentation or innovation becomes the property of MPS to reproduce, publish or otherwise use, including authorization of use by others.
- B. MPS shall have all ownership rights in any software or modifications thereof, and associated documentation designed, developed or installed as a result of this contract.
- C. The Provider and MPS shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this agreement.
- D. Any information pertaining to student records obtained for the purpose of this contracted agreement is restricted to this agreement and shall not be used or given to anyone or any other parties outside of this agreement without the written permission of the student’s parent or legal guardian.

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

- A. In the performance of work under this Agreement, Provider 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. Provider will post in conspicuous places, available for employees of Provider and applicants for employment notices setting forth the provisions of the non-discriminatory clause.
- B. Provider shall investigate and determine that there is nothing in the background of Provider's employees, agents, volunteers or sub-contractors that would render them unfit to work with children at MPS sites or other sites selected by Provider. Background factors that would disqualify any Provider employee, agent, volunteer or subcontractor from providing service to MPS includes, but are not limited to, falsification of background information; or conviction of a criminal offense and/or pending charges that substantially relates to the duties and responsibilities to be assigned to and/or performed by Provider under this Agreement; or pending criminal charges alleging acts of a similar nature.
- C. Provider hereby warrants that such investigation has been performed within the last 12 month period through the Wisconsin Department of Justice Crime Information Bureau (CIB) on all individuals (both

paid and volunteer) whom Provider assigns to perform services under this contract and results are on file with Provider.

- D. Provider shall submit the results of any crime information records checks received from the Wisconsin Department of Justice CIB, and from other out-of-state agencies, to the MPS Department of Human Resources on an ongoing basis as soon as the same becomes available for those that indicate a history of criminal charges or conviction. Upon review by the MPS Department of Human Resources, MPS shall immediately notify Provider of the individual(s) with a conviction(s) who, based on MPS standards, should not have contact with students or children in the Title IA Services Program.
- E. For purposes of this Agreement, a volunteer is any non-paid person who provides services on a regular and ongoing basis for more than five hours a week.
- F. For purposes of this Agreement, an out-of-state criminal 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.
- G. At Provider's request and expense, MPS will conduct a criminal background check of Provider's employees, agents, volunteers or subcontractors. Any questions regarding MPS standards for background screening may be directed to Mike Bellin, Division of Classified Staffing, at (414) 475-8509.
- H. Provider agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program. A copy of the program is required prior to completion of this agreement if requested by MPS. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of Provider's work force, where these groups may have been previously under-utilized and under-represented. Provider also agrees in the event of any dispute as to compliance with the aforesaid requirements, it shall be Provider's responsibility to show it has met all such requirements.
- I. When a violation of the non-discrimination, equal opportunity or affirmative action provisions of this section has been determined by MPS, Provider shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.
- J. If, after notice to Provider of a violation by Provider, further violations of this section are committed during the term of the agreement, MPS may terminate the agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Provider for use in completing the agreement, or it may permit Provider to complete the agreement but, in either event, Provider may be ineligible to participate in future contracts with MPS.

## **V. INDEMNITY**

Provider shall be required to defend, indemnify and hold harmless MPS, its agents, board members, officers and employees (the Indemnitee) from and against any and all actual or alleged claims, demands, actions, causes of action, injuries, personal injuries, contingent liabilities or damages and reasonable attorney fees, arising out of or in any way related to or associated or arising from the services rendered under the contracted agreement that are or may be brought or maintained by any individual or entity against the Indemnitee. This indemnification obligation shall include any actual or alleged claims or causes of action of any kind against the Indemnitee due to its decision to award a contracted agreement to Provider. This indemnification obligation shall not be reduced in any way by the existence or nonexistence, limitation, amount or type of damages, compensation or benefits payable under workers compensation laws or other insurance provisions. Under no circumstances is the Indemnitee's recovery limited due to the fact that MPS is named as an additional insured under any of the Provider's insurance policies. Provider agrees to accept tender of the defense of any claim or action against MPS falling within the scope of this indemnity.

## VI. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Provider understands and agrees that financial responsibility for claims or damages to any person, or to Provider's employees, volunteers and agents, shall rest with Provider. Provider shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, Commercial General Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella (excess) 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 Provider by MPS shall be:

Workers' Compensation:

Worker's Compensation	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 per occurrence
Bodily Injury by Disease	\$100,000 per employee
Policy Limit:	\$500,000

*Coverage shall be modified to include a Waiver of subrogation Endorsement in favor of Milwaukee Public Schools including its directors, officers, agents, employees, and volunteers.*

Commercial General Liability:

Bodily Injury/Property Damage:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Personal and Advertising Injury	\$1,000,000 per occurrence
Sexual Abuse & Molestation	\$1,000,000 per occurrence
Medical Expense Limit – Any One Person	\$10,000
Fire Damage Limit – Any One Fire	\$50,000

*Commercial General Liability shall be on an occurrence form covering the risks associated or arising out of the services provided under this contract. This insurance is not to have any exclusions, sub-limits, or restrictions as respects coverage for sexual abuse and molestation, corporal punishment, athletic events, and use of gymnasium equipment.*

Automobile Liability (if vehicles are needed in the performance of services):

Bodily Injury/Property Damage	\$1,000,000 per occurrence
Uninsured/Underinsured Motorists	\$1,000,000 per occurrence

*Business Auto Liability insurance including, but not limited to, Uninsured Motorists, Underinsured Motorists, and contractual liability for risks assumed in this contract covering the use of any vehicle in an amount not less than \$1,000,000 per accident. (Verification of this coverage is needed only if vehicles will be used while providing services under this contract).*

Umbrella (Excess) Liability:

Bodily Injury/Property Damage	\$4,000,000 per occurrence/\$4,000,000 aggregate
-------------------------------	--

*The Umbrella Liability Insurance shall provide excess employer's liability, commercial general liability, and auto liability coverage.*

\*Professional Liability:

Wrongful Act	\$1,000,000 per occurrence/\$2,000,000 aggregate
--------------	--

\*\*School Leader's Errors and Omissions: \$1,000,000 per occurrence/\$2,000,000 aggregate

Fidelity Bond/Crime Insurance: 50% of the value of contract

*Crime Insurance, in the form of either a Commercial Crime Policy or Financial Institution Bond, providing coverage for Employee Dishonesty, On Premises, In Transit (Theft Disappearance and Destruction Coverage Form and Robbery and Safe Burglary Coverage Form), Forgery/Alteration, Computer and Funds Transfer Fraud shall be carried for fifty percent (50%) of the value of the MPS contract for Provider. Such insurance may be written with a deductible; however, such deductible shall not exceed \$10,000. The Milwaukee Board of School Directors (MPS) shall be named as loss payee with respect to losses involving property or funds provided under this contract by MPS. This policy is to cover all employees, officers, and board members of Provider and all of Provider's contractors and subcontractors handling money, securities, or other property of Provider.*

*\*Professional liability may be used in lieu of School Leader's Errors and Omissions or Directors and Officers insurance only if provider is a one-person independent contractor.*

**\*\*Director's and Officers insurance may be used in lieu of School Leader's E&O provided that the Insurance Company shows proof that all employees and volunteers are protected by the coverage.**

Commercial General Liability shall be on an occurrence form covering the risks associated or arising out of the services provided under this contracted agreement. This insurance is not to have any exclusions, sub-limits, or restrictions as respects coverage for sexual abuse and molestation, corporal punishment, athletic events, and use of gymnasium equipment.

MPS shall be named as an additional insured under Provider's general liability insurance and umbrella liability insurance. Evidence of all required insurances of Provider shall be given to MPS before the signing of the contract hereto as Exhibit F. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty day written notice of cancellation, non-renewal or material change by any of Provider's insurers providing the coverages required by MPS for the duration of this contract. Insurance companies must be acceptable to MPS and must have a current A.M. Best rating of A- or better.

## **VII. BREACH BY CONTRACTOR**

It is mutually agreed the breach of this agreement on Provider'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 Provider's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

## **VIII. TERMINATION BY MPS FOR VIOLATIONS BY CONTRACTOR**

If Provider fails to fulfill its obligations under this agreement or any of the individual agreements entered into pursuant to Section I.A. & B. of this Agreement in a timely or proper manner, or violates any of such provisions, MPS shall thereupon have the right to terminate this Agreement and all such individual agreements by giving 30 days written notice of termination, specifying the alleged violations, and effective date of termination. Said agreements shall not be terminated if, upon receipt of the notice, Provider promptly cures the alleged violation(s) 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 Provider for use in completing the agreement.

## **IX. UNRESTRICTED RIGHT OF TERMINATION BY MPS**

MPS further reserves the right to terminate this agreement and such individual agreements at any time for any reason by giving Provider thirty (30) days written notice by 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 Agreement.

## **X. INDEPENDENT CONTRACTOR**

- A. Nothing contained in this agreement shall constitute or be construed to create a partnership or joint venture between MPS or its successor or assigned and Provider or its successors or assigns. In entering into this agreement, and in acting in compliance herewith, Provider is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.
- B. The manner in which Provider performs the services provided for hereunder including work hours, location, and other details of such services, shall be exclusively determined by Provider 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, Provider is and shall remain independent (with the obligation solely on the Provider'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 Provider will engage in other business or trade for other persons or organization, at Provider's discretion, during the time Provider is rendering services for MPS, providing such outside functions do not in any way restrict Provider in performing the services provided for in this agreement.
- C. Provider 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 agreement.
- D. Provider agrees that Provider will not file any complaint, charge, or claim with any local, state or federal agency or court in which Provider claims to be or to have been an employee of MPS during the period of time covered by this agreement and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Provider's behalf, Provider will request such agency or court to dismiss such matter.

## **XI. ASSIGNMENT LIMITATION**

This agreement 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.

## **XII. PROHIBITED PRACTICES**

- A. Provider during the period of this agreement shall not hire, retain or utilize for compensation any member, officer, or employee of MPS or any person who, to the knowledge of Provider, has a conflict of interest.

- B. Provider 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. Provider shall adhere to MPS' Livable Wage Policy, which requires all contractors to pay their adult employees a minimum of \$7.70 per hour.

**XIII. NOTICES**

Notices to MPS provided for in this agreement shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed as indicated below. Notices to Provider shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed as indicated below, or to such other respective addresses as the parties may designate to each other in writing from time to time.

<p>To MILWAUKEE PUBLIC SCHOOLS Edward Valent, Title Program Supervisor Room 253#11, MPS Central Services 5225 W. Vliet St. Milwaukee, WI 5328 Telephone: 414-475-8122</p>	<p>To Catapult Learning Steven K. Freeman, President Private and Religious School Services Main Office 470 N. Second Street Philadelphia, PA 19123 Telephone: 800-841-8730</p>
---	--

**XIV. AUTHORIZATION**

The validity, construction, enforcement and effect of this agreement shall be governed by the laws of the State of Wisconsin. All agreements and covenants contained herein are severable, and in the event any of them shall be held invalid by any competent court or agency, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

**XV. OWNERSHIP OF INFORMATION**

All information and any derivatives thereof whether created by MPS or Provider that are related to the services covered under this agreement remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this agreement, "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.

**XVI. NON-DISCLOSURE AND NON-USE OF MPS INFORMATION AND WORK PRODUCT DEVELOPED BY PROVIDER FOR MPS**

Provider will not disclose, publish, or disseminate any information it obtains from or develops for MPS under this agreement. Provider 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 agreement. Provider 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.

**XVII. RETURN OF DOCUMENTS**

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

**XVIII. HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS**

The District encourages the use of Historically Underutilized Businesses (HUBs). The successful vendor must ensure that HUB firms have the maximum opportunity to participate in the project. HUB participation must equal or exceed 25% of the total proposal dollar amount exclusive of software license/ maintenance fees. Joint ventures are encouraged, but subcontracting will be allowed to meet this requirement.

The District recognizes that the provision of educational services proposed in this RFP will require and overwhelming preponderance of money expended for teacher and support staff salaries. The District will allow vendors to apply the above stated HUB participation rates to non-salary portions of contract amounts if the vendor assures the hiring of educational and support staff that reflects the diversity present in the population to be served.

**CATAPULT LEARNING**

IS PRIME HUB CERTIFIED?	PRIME PRICE QUOTE	PRIME EMPLOYEE INFORMATION			HUB PARTICIPATION INFORMATION				
		Total	Minority	Women	Required	Proposed	\$ Value	Type of Business	Type of Purchase
No	\$7,894,658	1877	437	1691	25%	25.1%	\$1,489,300*	Professional Services	Educational Services

\*estimated amount of HUB dollars

Figures in table above are based upon original RFP responses. Provider is required to submit updated HUB percentages and dollar values based upon actual contract amounts within 15 days of signing this contract. Information should be submitted directly to the Milwaukee Public Schools Division of Diversity & Community Engagement (DDCE) office. Also attached to this contract is a HUB Affidavit of Payment Form (that may be duplicated) to be submitted with each invoice to MPS for services. The original Affidavit and a copy of the invoice should be submitted to the (DDCE) office prior to, or at the same time the original invoice is submitted to the Title 1 office.

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

**PROVIDER: SERVICE PROVIDER NAME**

**MILWAUKEE BOARD OF SCHOOL DIRECTORS:**

By \_\_\_\_\_

By \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

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

By \_\_\_\_\_

Telephone # \_\_\_\_\_

Tax ID or SS# \_\_\_\_\_

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

Is your business a certified HUB vendor?       Yes       No

If you are certified, identify MBE, WBE, SBA, EBE or DBE Certifying Agency

\_\_\_\_\_  
\_\_\_\_\_

(Please attach copy of certification letter)

If not certified, are you a  Female or a  Minority individual service provider?

**For Office Use Only**

Budget Code:

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 \_\_\_\_\_