

CONTRACT FOR SERVICES

SERVICE DESCRIPTION (General): Educational Oversight Services for the Milwaukee Charter School Review Committee

TIME OF PERFORMANCE: January 1, 2014-December 31, 2014, with the option to extend the contract for one additional one-year term.

TOTAL AMOUNT OF CONTRACT: Maximum Amount of Compensation Not to Exceed \$175,000.00

THIS AGREEMENT, entered into by and between MARQUETTE UNIVERSITY (hereinafter referred to as the "CONTRACTOR"), and the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, acting through its CHARTER SCHOOL REVIEW COMMITTEE ("CSRC") pursuant to sec. 320-41-6-d-1, Milwaukee Code of Ordinances.

Performance and schedules will be approved by CSRC, of the City of Milwaukee.

The following constitute the Contract documents. If there is a conflict or ambiguity, the Contract shall be governed by these listed documents in descending order of precedence.

- A. This Contract for Services
- B. July 23, 2010 Memorandum from the Institute for the Transformation of Learning at Marquette University

Work may commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) been notified in writing to commence the Performance of Services, or (b) received from the CITY an original of the Contract that is complete and fully executed.

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent entrepreneur and not as an employee of the CITY; and

WHEREAS, THE CSRC is authorized to enter into this Contract on behalf of the City pursuant to sec. 320-41-6-d-1, Milwaukee Code of Ordinances.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. **RETENTION OF SERVICES.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract. CONTRACTOR agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.
- II. **REQUIREMENTS.** The CONTRACTOR is required to
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in this contract.

- B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.

The provisions of this contract have been approved by the Office of the City Attorney.

- C. Comply with time schedules and payment terms.

- III. **SCOPE OF SERVICES.** (To include specific duties and responsibilities, time schedules and deadlines, compensation, terms, and approval requirements.) CONTRACTOR will perform the services outlined in Contractor's November 26, 2013 Memorandum to the City, attached to this Contract as Exhibit A.

CONTINUATION OF THIS CONTRACT BEYOND DECEMBER 31 OF ANY YEAR IS CONTINGENT UPON THE APPROPRIATION OF SUFFICIENT FUNDS BY THE PROPER CITY OFFICIALS.

- IV. **SPECIFIC CONDITIONS OF PAYMENT.** Payment will be made to the following schedules if completion is satisfactory.

An initial payment of \$87,500.00 shall be made upon full execution of this Contract and receipt of Contractor's invoice. A final payment not to exceed \$87,500.00 shall be made upon receipt by the City of Contractor's invoice, on or about March 1, 2014. Contractor shall be compensated for the amounts specified in the budget included in Contractor's November 26, 2013 Memorandum to the City, attached to this Contract as Exhibit A. The total amount for all work under this contract shall not exceed \$175,000.00.

THE CITY STRIVES TO MAKE TIMELY PAYMENT ON ALL INVOICES. 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 OR RECEIPT AND ACCEPTANCE OF THE PROPERTY OR SERVICE UNDER THE ORDER OR CONTRACT, WHICHEVER IS LATER. IF THE CITY DOES NOT MAKE PAYMENT BY THE 60TH CALENDAR DAY, THE CITY SHALL PAY SIMPLE INTEREST BEGINNING WITH THE 31ST CALENDAR DAY AT THE RATE OF ONE PERCENT (1%) PER MONTH (UNLESS THE CITY DISPUTES THE AMOUNT OF THE INVOICE). REFERENCE COMMON COUNCIL FILE NO. 900859 ADOPTED OCTOBER 16, 1990, PROVISIONS OF STATE STATUTE 66.285 AND 66.286.

- V. **NOTICES.** Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the CONTRACTOR at:

Ms. Sherri Kirsch
Contract Administrator
Marquette University
Office of Research and Sponsored Programs
1324 West Wisconsin Avenue, Room 341
Milwaukee, WI 53233

CONTRACT FOR SERVICES

SERVICE DESCRIPTION (General): Educational Oversight Services for the Milwaukee Charter School Review Committee

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- III. **SCOPE OF SERVICES.** (To include specific duties and responsibilities, time schedules and deadlines, compensation, terms, and approval requirements.) CONTRACTOR will perform the services outlined in Contractor's December 2, 2014 Memorandum to the City, attached to this Contract as Exhibit A.

CONTINUATION OF THIS CONTRACT BEYOND DECEMBER 31 OF ANY YEAR IS CONTINGENT UPON THE APPROPRIATION OF SUFFICIENT FUNDS BY THE PROPER CITY OFFICIALS.

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Ms. Sherri Kirsch
Contract Administrator
Marquette University
Office of Research and Sponsored Programs
1324 West Wisconsin Avenue, Room 341
Milwaukee, WI 53233

May 1, 2012

TO: Charter School Review Committee

FROM: Institute for the Transformation of Learning at Marquette University

RE: Contract with ITL for authorizing services

At the September 2, 2009 meeting of the Charter School Review Committee (CSRC), the committee voted to engage the Institute for the Transformation of Learning at Marquette University (ITL) to support the CSRC's efforts to authorize quality schools in Milwaukee. During the 2011-12 school year, ITL directed the city's charter school initiative governed by the Common Council's Charter School Review Committee.

This memo outlines work for the 2012-13 fiscal year.

1. ITL staff will direct the operations of the CSRC as implemented by CRC, M.L. Tharps, its own staff, and staff at city hall. This includes:
 - A. Contract management
 - B. Budget development for operations of CSRC
 - C. Monitoring revenue and expenses of the CSRC
 - D. Managing the application process and charter renewal/revocation processes
 - E. Developing and documenting CSRC policies and procedures and communicating them with the necessary stakeholders
 - F. Identifying and recommending changes to the strategy, policies, or operations of the CSRC.

2. ITL will serve a liaison role for the CSRC with:
 - A. the Wisconsin Department of Public Instruction
 - B. with elected officials at all levels

3. ITL staff will serve as clerk for the CSRC by
 - A. Managing the charter school application process
 - B. Preparing reports, in particular the annual report, and others as identified for the CSRC and Common Council
 - C. Preparing agendas and materials for meetings

4. ITL staff will represent the CSRC with various partner organizations, particularly in public policy discussions about improving student achievement in Milwaukee through charter schools.

EXHIBIT **A**

5. ITL staff will monitor compliance with No Child Left Behind and other federal regulations not monitored by CRC or WI DPI.
6. ITL staff will share information to scholars, researchers, university students and others in the interest of informing the debate about public policy.

Fee for 2012-13

\$211,649

Fee represents the full cost of providing services to the Charter School Review Committee. This represents a 3% increase over last year's fee. Any funds not spent in the year of the contract can be rolled over into the following year.



INSTITUTE FOR THE TRANSFORMATION OF LEARNING

1618 West Wells Street, Milwaukee, WI 53233 414/288-5775

August 6, 2015

TO: Charter School Review Committee

FROM: Institute for the Transformation of Learning at Marquette University

RE: Contract with ITL for authorizing services

“At the September 2, 2009 meeting of the Charter School Review Committee (CSRC), the committee voted to engage the Institute for the Transformation of Learning at Marquette University (ITL) to support the CSRC’s efforts to authorize quality schools in Milwaukee.”

During the 2015-2016 school year, and through December 31, 2018, Marquette University’s ITL will direct the initiatives of the city’s charter school initiative governed by the Common Council’s Charter School Review Committee (CSRC).

This memo outlines work for the duration of the aforementioned fiscal years, namely 2016, 2017, and 2018.

1. ITL staff will direct the operations of the CSRC as implemented by the CRC, M.L. Tharps, its own staff, and staff at city hall. This includes:
 - A. Contract management
 - B. Budget development for operations of the CSRC
 - C. Monitoring revenue and expenses of the CSRC
 - D. Managing the application process and charter renewal/revocation processes
 - E. Developing and documenting CSRC policies and procedures and communicating them with necessary stakeholders
 - F. Identifying and recommending changes to the strategy, policies, or operations of the CSRC.

2. ITL will serve a liaison role for the CSRC with:
 - A. The Wisconsin Department of Public Instruction
 - B. Elected officials at all levels
 - C. Schools authorized by the Common Council
 - D. The Commissioner or representative of the Opportunity Schools and Partnership Programs
 - E. Local and national authorizers
 - F. The National Association of Charter School Authorizers or its representatives

3. ITL staff will serve as administrator for the CSRC by:
 - A. Managing the charter school application process
 - B. Execute technical reviews of all charter applications
 - C. Preparing reports, in particular the annual report, and others as identified for the CSRC and Common Council
 - D. Working with city of Milwaukee staff to prepare agendas and materials for meetings
 - E. Working with city of Milwaukee staff to integrate CSRC documents and files onto the city's legislative tracking system
 - F. Working with members of the press to answer questions about the city's authorizing and to education them about authorizing generally
 - G. Working with city of Milwaukee staff to onboard new CSRC members
4. ITL staff will represent the CSRC with various partner organizations, particularly in public policy discussions about improving student achievement in Milwaukee through charter schools.
5. ITL staff will monitor compliance with federal and state regulations not monitored by CRC or the Wisconsin Department of Public Instruction.
6. ITL staff will share information with scholars, researchers, university students and others in the interest of informing the debate about public policy and through proper channels.
7. ITL staff will identify opportunities for CSRC development through proper channels including local and national conferences.
8. Ensure compliance with the National Association of Charter School Authorizers' guidelines and principles.