

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT for SERVICES UNDER \$1,000**

This Contract entered into this ___ day of ___ 2017, by and between _____ (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

1. SCOPE OF SERVICES

Contractor shall specifically perform the following services:

Contractor shall _____

Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract. Contractor shall not hire, retain or utilize any member, officer or other MPS employee or any other person known to Contractor to have a conflict of interest.

MPS does not pay in advance for contracted services. As a matter of practice MPS attempts to pay all invoices within 30 days of receipt, however, the State of Wisconsin’s “Prompt Pay Law”, Wis. Stat. §§ 16.528, 16.53(2),(11), does not apply to this Contract.

Contractor shall provide MPS with an itemized invoice of services rendered within 30 days of completion of services including:

- (a) Name of Contractor or Contractor’s staff.
- (b) Dates and events worked.
- (c) General task performed and
- (d) Detail of allowable expenditures.

This Contract shall be governed in all respects by and construed in accordance with the laws of the State of Wisconsin. The venue of any action hereunder shall be in the Milwaukee County, Wisconsin. All agreements and covenants herein are severable and in the event any single covenant is found invalid by an agency or court of competent jurisdiction, the Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

2. TERM

This Contract shall be in effect _____.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract.

3. COMPENSATION

Total compensation under this Contract shall not exceed \$_____.

4. CONTRACT DOCUMENTS

Contract Page and Supplemental Terms and Conditions.

Contractor: Vendor # _____

Milwaukee Board of School Directors

Authorized Representative

Kari H. Race, J.D., Acting Director, Procurement and Risk Management

Dated: _____

Dated: _____

NAME
ADDRESS
CITY
PHONE
SSN / FEIN: _____
Budget Code: XXX-X-X-XXX-XX-XXXX

Supplemental Terms and Conditions

Contractor shall permit the authorized representative of MPS, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this Contract for a period up to three years after completion of the Contract.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, MPS, its agents, officer and employees, from and against all loss or expense, including costs and 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.

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 shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

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 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. Any arbitrator rendering a decision pursuant to paragraph seven (7) below, therefore, shall be entitled to award such remedies if appropriate.

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 thirty (30) days written notice of termination of contract, specifying the alleged violations, and effective date of termination. It 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.

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor 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.

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 that such outside functions do not in any way restrict Contractor in performing the services provided for in this Contract.

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. 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.

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.

Notices to MPS provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to (name and address or responsible administrator) and notices to Contractor shall be sufficient if sent by Certified or Registered mail, postage prepaid, to (name and address of Contractor), or to such other respective addresses as the parties may designate to each other in writing from time to time.

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."