



CONTRACT FOR SERVICES
Contract #505255-S23-PAC0849-01
Graduation Alliance Consulting for Chronically Absent Students

Supplier: Graduation Alliance (“Supplier”)

Today’s Date: July 22, 2022

Period of Performance: March 8, 2023 – June 1, 2024

Funding Source: ARP ESSER III federal stimulus funds

Services: The Wisconsin Joint Committee on Finance has directed DPI to use a portion of American Rescue Plan Act federal funds to contract with a specified supplier, Graduation Alliance, to work with Wisconsin LEAs to identify and re-engage students who have been chronically absent and/or are not on track for high school graduation.

Pricing: not to exceed \$5,000,000

Incorporated Documents:

Attachment 1, WI Department of Administration, DOA-3054A, Standard Terms and Conditions

Attachment 2, Motion 57 excerpt

Attachment 3, LEA Data Sharing Agreement

Contacts:

Department of Public Instruction
Literacy & Mathematics
Attn: Laura Adams
125 South Webster Street
Madison, WI 53703
Telephone: 608-267-9268
Email: laura.adams@dpi.wi.gov

Department of Public Instruction
Business Services
Attn: Contracts Specialist
125 South Webster Street
Madison, WI 53703
Email: contracts@dpi.wi.gov



Graduation Alliance Consulting

Jill K. Underly, PhD, State Superintendent

Graduation Alliance
Attn: Erin Luper
310 S Main St, Salt Lake City, UT, 84101
Telephone: 866-689-1932
Email: erin.luper@graduationalliance.com

Background Checks: Supplier shall ensure that state criminal background checks are conducted on all staff (including supervisors), volunteers, authorized agents, and subcontractors that have contact with DPI personnel, property, agents, invitees, and students. If any of the aforementioned persons have lived, worked, or attended school in the last ten (10) years outside of the state of Wisconsin, the criminal background check must also include a Federal Bureau of Investigation fingerprint check, or equivalent. Supplier shall confirm to the Department of Public Instruction ("DPI") that background checks have been completed and are satisfactory so as to exercise reasonable care for protecting DPI personnel, property, agents, invitees, and students, from physical, mental, or emotional harm, or any other injuries, to the extent permitted by law, whether local, state, or federal law. The actual state or federal records do not have to be submitted. During the term of this Contract, Supplier shall require its staff and subcontractors to notify Supplier of any changes, convictions, or misdemeanor offenses, and shall take appropriate action based on the results to remain in compliance with this provision. By signing this Contract, Supplier attests that it has completed, or will have completed, prior to the commencement of the services described herein, the required background checks pursuant to this provision.

Supplier accepts all liability in connection with conducting the background check(s). If DPI, in its sole discretion, deems that this provision has been violated in any way, it reserves the right to terminate this Contract immediately with written notice; or, in the alternative, DPI may request the replacement or supervision on any personnel working with students, or at a DPI facility.

Description of Work:

Services shall include the following:

- Supplier shall identify and provide supports and resources in the form of both staff to deliver support and instruction, and coursework to at least 9,500 Wisconsin students who have been chronically absent and/or are not on track to high school graduation.
- Supplier shall contact administrators of Wisconsin LEAs to explain services and identify interested LEAs. DPI shall take all steps reasonably necessary to enable, endorse, and support Supplier's outreach to LEAs including, but not limited to (1) furnishing Supplier with current and complete contact information for all eligible LEAs, (2) approval of Supplier's Data Sharing Agreement attached hereto as Attachment 3, and (3) providing communication support for LEAs including a memo from the State Superintendent, participation in information sessions, and introductions to LEAs as appropriate.



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- Supplier shall utilize data supplied by LEAs to contact students identified as chronically absent or in danger of not graduating from high school on-time via email, phone, text, targeted social media, and/or other means.
- Supplier shall comply with all state and federal laws related to collection, use, and release of personally identifiable information.
- Supplier shall restrict access to personally identifiable information (PII) to the person(s) who provide direct services to students participating in the project or to the person(s) within the supplier's organization who have been tasked with analyzing data; and the Supplier shall provide training in the state and federal laws related to collection, use, and the release of PII.
- Supplier shall take industry standard security precautions and protections to ensure that only authorized persons are able to view personally identifiable information.
- Supplier shall provide LEAs, targeted students, and parents/guardians of targeted students information about personally identifiable information and data that will be collected and how the information and data will be used.
- Supplier shall create a learning plan to meet the needs of students who have opted to participate in the program services, and whose parents/guardians have also opted to participate based on data supplied by LEA.
- Supplier shall match students who have opted into services, and whose parents/guardians have also opted into services, with staff and resources aligned to students' needs to meet goals of learning plan.
- Supplier shall ensure that any coursework provided to the students meets the Wisconsin graduation requirements, and that any educator facilitating instruction meets the Wisconsin licensing requirements.
- Supplier shall provide LEAs with weekly reports on student outreach efforts, student self-identification of barriers, details of supports provided to students, and progress towards student learning plan via a secure web portal.
- Supplier shall provide the DPI contact with quarterly reports via email that include:
 - Number of students served
 - Data on services provided to Wisconsin students
 - Geographic areas of students served
 - Successes and challenges in serving Wisconsin students
- Supplier shall provide the DPI contact with one formal report within 60 days of the end of the contract with the following information:
 - Final number of students served
 - Data on number of students who earned credits and/or high school diplomas
 - Data on services provided to Wisconsin students
 - Geographic areas of students served
 - Successes and challenges in serving Wisconsin students



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Deliverables Schedule/Timeline of Services: This is a short-term project. In order to meet federal deadlines on use of American Rescue Plan Act funds, Supplier shall provide stated services to as many as 9,500 students by June 1, 2024. DPI project contact will engage in quarterly check-in meetings with the Supplier to establish and monitor progress of project milestones that meet necessary deadlines.

Acceptance Criteria: This Contract will be satisfied when Supplier has completed the deliverables and services as outlined in this Contract, and DPI has approved of them. Supplier shall ensure confidentiality of personally identifiable information and include a disclaimer about personally identifiable information gathering and use in communications about services to LEAs, families, and students.

Travel: No travel expenses will be reimbursed on this contract.

Budget: Not to exceed \$5,000,000

Invoices/Payment: Supplier shall invoice DPI \$300,000 monthly for the services/deliverables listed above, with the remaining balance being paid upon completion OR upon serving a total of 9,500 students. Monthly Invoices must include data about outreach and students served. Invoices must reference the DPI purchase order number issued for the services/deliverables described herein and be mailed to:

Via email: DPI.AccountsPayable@dpi.wi.gov **OR via U.S. mail:** Wisconsin Department of Public Instruction, Attn: Business Office, PO Box 7841, Madison, WI 53707-7841.

Payment shall be made within 30 days of DPI's receipt of accepted invoice.

Wisconsin Standard Terms: The terms and conditions found in Attachment 1, WI Department of Administration, DOA-3054A, Standard Terms and Conditions, shall apply to this Contract.

Independent Contractor: The Supplier is an independent contractor. Nothing in this Contract shall be construed to establish a relationship such as a franchise, dealership, partnership, or joint venture, between DPI and Supplier. The Supplier is responsible for all federal, state, and local taxes, fees, fines, and assessments arising out of the operation of the Supplier's business. DPI and Supplier are not authorized to enter into any contract or assume an obligation for the other party. Any such unauthorized act will create separate liability on the party so acting, and any and all third parties affected hereby.

Debarment: By signing this Contract, Supplier attests that it is not debarred from participating in state or federal procurements.



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Contract Revisions: The DPI and Supplier agree to collaboratively renegotiate the terms and conditions of this Contract in such circumstances as: increased or decreased volume of services, changes required by state and federal law or regulations or court action, or a change in the scope of work or budget.

DPI and Supplier will document the changes in writing and amend this Contract accordingly. DPI and Supplier shall sign the amendment before beginning any work outside the original scope or budget.

Cancellation: DPI reserves the right to cancel this Contract immediately, in whole or in part, without penalty, and without prior notice, if the Supplier: fails to protect DPI's confidential information, as defined by applicable law or in this Contract; performs in a manner that threatens the health or safety of a State employee, citizen, or customer; files a petition in bankruptcy, becomes insolvent, or otherwise acts to dissolve as a legal entity; makes an assignment for the benefit of creditors; fails to maintain and keep in force all required insurance, permits and or material licenses; fails to follow the sales and use tax certification requirements of Wis. Stat. section 77.66, and incurs a delinquent Wisconsin tax liability; or becomes a state or federally debarred contractor.

In addition, DPI reserves the right to cancel this Contract, in whole or in part, without penalty, with 30 days' notice, if the Supplier: fails to follow the non-discrimination or affirmative action requirements, as required by law.

Termination for Cause: DPI may terminate this Contract immediately as a result of Supplier's breach of any provisions or terms of this Contract if Supplier fails, after 30 days, to cure such breach to DPI's reasonable satisfaction.

Termination for Convenience: DPI may terminate this Contract for convenience with 90 days' notice should the service no longer be needed as specified in the Contract.

Termination Due to Non-Appropriation of Funds. DPI may terminate this Contract due to non-appropriation of funds. In that event, DPI shall notify the Supplier as soon as reasonably possible, and the parties shall mutually agree on a work stop date.



Effect of Cancellation or Termination: In the event of cancellation or termination of this Contract by DPI, Supplier shall be entitled to receive compensation for any completed or partially completed services rendered, or goods provided, that is satisfactory to the Acceptance Criteria. Compensation for partially completed services, satisfactory to the Acceptance Criteria, will be provided based on: no more than the percentage of the completion of the services requested multiplied by the corresponding payment for completion of such services; or actual service hours provided, whichever is applicable. DPI shall be entitled to a refund for goods or services paid for but not received or implemented, and such refund shall be paid within 30 days of the written notice to the Supplier by DPI.

In addition, the parties will cooperate in good faith to return all documents, records, and information created under this Contract.

Force Majeure: Neither party shall be responsible for any inability or failure to comply with the terms of this Contract due to causes beyond its control and without the negligence or malfeasance of such party. These causes shall include, but not be restricted to: fire, storm, flood, earthquake, explosion, acts of the public enemy, war, rebellion, insurrection, mutiny, sabotage, epidemic, pandemic, quarantine restrictions, labor disputes, embargoes, acts of God, acts of the United States or any other government, including the failure of any government to grant export or import licenses or permits.

Supplier shall, to the greatest extent practicable, continue to pay its employees and contractors during the period of any disruptions or closures related to coronavirus.



WISCONSIN DEPARTMENT OF
Public Instruction

Graduation Alliance Consulting

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Contract Effective Date: This Contract shall become effective upon the date of the last signature below. Notwithstanding the foregoing, or the Period of Performance, this Contract does not go into effect until DPI issues an official DPI Purchase Order to the Supplier.

Authorized Signatures:

On behalf of DPI:

DocuSigned by:
John Johnson 3/6/2023
44691FCAEDF54AA...

Dr. John Johnson Date (mm/dd/yyyy)
Deputy State Superintendent
Wisconsin Department of Public Instruction

DocuSigned by:
Michele Gundrum McGaffin 3/6/2023
6B87FED5C3F94D5

Michele McGaffin Date (mm/dd/yyyy)
Director, Business Services
Division for Finance and Management

On behalf of Supplier:

DocuSigned by:
Andy Cusimano 3/6/2023
7C03C852F60F410...

Authorized Signature Date (mm/dd/yyyy)
Andy Cusimano
CFO – Graduation Alliance

Wisconsin Department of Administration
Chs. 16, 51 Wis. Stats.
DOA-3054A (R 03/2019)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision 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 apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Effective August 2016, the contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

TERMS AND CONDITIONS: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.