

AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (this “Agreement”) is made and entered into this 24th day of March, 2025 (the “Effective Date”), by and between COOPERATIVE EDUCATIONAL SERVICE AGENCY1 (“CESA1”), and West Allis-West Milwaukee School District (“Service Recipient”). In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CESA1 and Service Recipient (hereinafter, collectively, the “parties”, or each, individually, a “party”) agree as follows:

1. Services. CESA1 shall provide to Service Recipient the services as described in more detail in one or more Statements of Work (the “Services”). The initial accepted Statement of Work is attached hereto as an exhibit. Additional Statements of Work shall be deemed issued and accepted only if signed by an authorized representative of CESA1 and Service Recipient, respectively.
2. CESA1’s Obligations. CESA1 shall: (a) designate one or more employees whom CESA1 determines, in its sole discretion, to be capable of serving as a primary contact with respect to all matters pertaining to this Agreement; and (b) provide a number of employees that CESA1, in its sole discretion, deems sufficient to perform the Services set out in each Statement of Work.
3. Service Recipient’s Obligations. Service Recipient shall: (a) designate one or more of its employees to serve as its primary contact with respect to all matters pertaining to this Agreement; (b) require its personnel and/or agents to respond promptly to any reasonable requests from CESA1 for instructions, information, or approvals required by CESA1 to provide the Services; (c) provide such information as CESA1 may reasonably request in order to carry out the Services, in a timely manner, and ensure that such information is complete and accurate in all material respects; and (d) cooperate with CESA1 in its performance of the Services and provide access to Service Recipient’s premises, employees, contractors, and equipment as required to enable CESA1 to provide the Services.
4. Process. CESA1 will provide Service Recipient with an initial Statement of Work describing the Services to be provided and the anticipated total fees to be charged for those Services. Anticipated total fees included in an initial Statement of Work are based on the expected demand for the Services and the need for CESA1 to provide adequate staffing for the Services and, therefore, are subject to change should the actual demand for Services deviate from the anticipated demand. For this reason, the total fee for Services invoiced may vary from the anticipated total fee indicated previously. If actual demand for Services varies from the anticipated demand CESA1 may, at its sole discretion, modify the total fee for Services and adjust the amount invoiced accordingly.
5. Fees. In consideration for the Services provided by CESA1 and the rights granted to Service Recipient hereunder, Service Recipient shall pay the fees, costs, and/or expenses invoiced. Unless otherwise provided in the applicable invoice, said fees, costs, and/or expenses shall be paid by Service Recipient within thirty (30) days of Service Recipient’s receipt of the invoice from CESA1. In addition to all other remedies available under this Agreement or at law (which CESA1 does not waive by the exercise of any rights hereunder), CESA1 shall be entitled to suspend the provision of any Services if Service Recipient fails to pay any fees, costs, and/or expenses when due hereunder or in accordance with any applicable Statement of Work and such failure continues for thirty (30) days following written notice thereof. Service Recipient’s obligation to pay CESA1

in accordance with this Section 5 shall survive termination of this Agreement.

6. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work (the “Term”), unless terminated earlier pursuant to the terms of this Agreement. Either Party may terminate this Agreement, effective upon written notice to the other Party (the “Defaulting Party”), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach. Notwithstanding anything herein to the contrary, this Agreement may be terminated by CESA1 before the end of the Term upon written notice to Service Recipient if Service Recipient fails to pay any amount when due hereunder or any applicable Statement of Work and such failure continues for thirty (30) days after Service Recipient’s receipt of written notice of nonpayment. Additionally, CESA 1 may, at its sole discretion, terminate this Agreement without cause upon fifteen (15) calendar days’ notice to the Service Recipient.

In the event this Agreement is terminated for any reason prior to the end of the Term, Service Recipient shall pay, in accordance with Section 4 above, CESA1 for the Services performed, including any costs and/or expenses permitted by the applicable Statement of Work, through the termination date.

7. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “Intellectual Property Rights”) in and to all documents, work product and other materials that are delivered to Service Recipient under this Agreement or prepared by or on behalf of CESA1 in the course of performing the Services (collectively, the “Deliverables”) shall be owned by CESA1. CESA1 hereby grants Service Recipient a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Service Recipient to make reasonable use of the Deliverables and the Services.
8. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
9. Indemnification. Service Recipient shall defend, indemnify, and hold CESA1 harmless from any and all expenses, costs, charges, allegations, damages, claims, suits, losses, fines, penalties, liabilities or expenses (including attorney fees) of every kind whatsoever resulting from Service Recipient’s breach of this Agreement and/or for property damage, bodily injury, or death resulting from Service Recipient’s, or its employees, agents, or representatives, acts or omissions.
10. Insurance. During the term of this Agreement, Service Recipient shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect, that includes, at a minimum general liability coverage, as well as worker’s compensation insurance

in at least the minimum amount required by law. Upon CESA1's written request, Service Recipient shall provide CESA1 with a certificate of insurance from Service Recipient's insurer evidencing the insurance specified in this Agreement. Service Recipient shall provide Customer with thirty (30) days' advance written notice in the event of a cancellation or material change in Service Recipient's insurance policy.

11. Limitation of Liability. IN NO EVENT SHALL CESA1 BE LIABLE TO SERVICE RECIPIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CESA1 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
12. Assignment. Service Recipient shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of CESA1. Any purported assignment or delegation in violation of this Section 11 shall be null and void. No assignment or delegation shall relieve Service Recipient of any of its obligations under this Agreement.
13. Force Majeure. Neither party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the party which failed to perform and/or whose performance was delayed including, without limitation, acts of God, flood, fire, earthquake, explosion, war, invasion or hostilities, terrorist threats or acts, riot, or other civil unrest, national emergency, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or telecommunication breakdown or power outage. Dates and times of performance shall be extended to the extent of the failure to perform and/or delay excused by this Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of the delay.
14. Governing Law. This Agreement shall be construed, governed, and interpreted in accordance with the laws of the State of Wisconsin without giving effect to any conflicts of law provisions.
15. Forum/Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, in any forum other than Circuit Court for Waukesha County, Wisconsin, or, if such court does not have subject matter jurisdiction, the United States District Court for the Eastern District of Wisconsin, these courts being the sole, exclusive, and mandatory venue and jurisdiction for any disputes between the parties arising from or relating to this Agreement. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in Circuit Court for Waukesha County, Wisconsin, or, if such court does not have subject matter jurisdiction, the United States District Court for the Eastern District of Wisconsin.

16. Notice. Any notice to be given hereunder shall be deemed sufficient if addressed in writing and delivered by registered or certified mail or delivered personally to the receiving party's principal business office or to such other address as each party may designate in writing to the other.
17. Amendment. No amendment to or modification of this Agreement or any Statement of Work is effective unless it is in writing, identified as an amendment to or modification of this Agreement or the applicable Statement of Work and signed by an authorized representative of each party.
18. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
19. Counterparts. The parties agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
20. Severability. The parties understand and agree that the provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions or clauses shall not affect the validity or enforceability of the other provisions or clauses hereof.
21. Complete Agreement. This Agreement, together with any exhibits hereto, represents the full and final agreement between the parties, superseding any oral, written or other agreement between the parties concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CESA 1

SERVICE RECIPIENT

 By: Sue L. Doyle
 Title: Secretary, CESA 1 Board of Control
 Date: _____

 By: Tarrynce Robinson
 Title: _____
 Date: _____



Cooperative Educational Service Agency #1

2025-26 INITIAL STATEMENT OF WORK

CLIENT INFORMATION	AGREEMENT INFORMATION
Name: West Allis-West Milwaukee School District Address: 9333 W. Lincoln Avenue West Allis, WI 53227	Account/Payor Number: 140 Agreement Number: 34939 Agreement Term: 07/01/2025 - 06/30/2026 CESA #1 Member: <input checked="" type="checkbox"/>

Item	Code	Service Title	Projected Qty/Seats	Cost
1	10102	CESA 1 Membership		2,800.00
2	20101	Turning Point	3	157,500.00
3	20301	New Connections	2	105,000.00
4	20401	Project Success: Parkway	2	48,000.00
5	35401	Educational Audiologist*		14,985.00
6	81001	i4PL District Membership		2,200.00
7				
8				
9				
10				
11				
12				
13				
14				
15				

*Amounts for **itinerant services** are based on caseloads as of 02/20/25 projected as being delivered over the full 2025-26 school year. *Please note:* The final cost for itinerant services will be based on actual 2025-26 caseloads and may differ from the projected cost shown above.

Total Projected Cost: **\$ 330,485.00**

This Initial Statement of Work is attached as an exhibit to the 2025-26 Agreement for Services. Please initial and date below indicating acceptance of the service(s) and the total projected amount shown above.

If you have any questions, please contact us. We appreciate your business and look forward to working with you!

Administrator or
Designee Initials

Title

Date

Certificate Of Completion

Envelope Id: B545ACE0-63A9-4DE3-87A6-4EB4CEE12C7

Status: Sent

Subject: Complete with Docusign: 2025-26 CESA 1 Agreement for Services - WEST ALLIS-WEST MILWAUKEE

Source Envelope:

Document Pages: 5

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Lauren Bice

AutoNav: Enabled

N25 W23131 Paul Rd Suite 100

Envelopeld Stamping: Enabled

Pewaukee, WI 53072

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

lbice@cesa1.k12.wi.us

IP Address: 216.56.81.18

Record Tracking

Status: Original

Holder: Lauren Bice

Location: DocuSign

3/26/2025 9:42:27 AM

lbice@cesa1.k12.wi.us

Signer Events

Signature

Timestamp

Tarrynce Robinson

robsont1@wawmsd.org

Security Level: Email, Account Authentication
(None)

Sent: 3/26/2025 9:44:41 AM

Viewed: 6/17/2025 1:09:54 PM

Electronic Record and Signature Disclosure:

Accepted: 3/11/2024 1:21:43 PM

ID: 4937b33b-3f8e-4934-aff-da55c89ab87a

Sue L Doyle

sdoyle@cesa1.k12.wi.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/26/2025 9:44:42 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Cooperative Educational Service Agency 1 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Cooperative Educational Service Agency 1:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lbice@cesa1.k12.wi.us

To advise Cooperative Educational Service Agency 1 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lbice@cesa1.k12.wi.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Cooperative Educational Service Agency 1

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lbice@cesa1.k12.wi.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Cooperative Educational Service Agency 1

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lbice@cesa1.k12.wi.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cooperative Educational Service Agency 1 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cooperative Educational Service Agency 1 during the course of your relationship with Cooperative Educational Service Agency 1.