

## (ATTACHMENT 23) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition Number: CR024568  
Contract Number: C025544  
Vendor Number: V024596

### MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT FIRST EXTENSION & MODIFICATION

On September 1, 2016, the Milwaukee Board of School Directors (“MPS”) and Milwaukee Achiever Literacy Services, Inc. (“Contractor”) entered into Professional Services Contract number C025544 (“Contract”) with a term of September 1, 2016 through June 30, 2017. The Contract, (¶ 2), provided for two additional one-year extensions upon mutual written consent of the parties and in consideration of the performance metrics listed therein. Based on the Contractor’s achievement of those performance metrics, the parties now mutually agree to extend the Contract for the first additional one-year period.

As such, the Contract will be extended, from July 1, 2017 through June 30, 2018 (“Year 2”), under the same terms and conditions as set forth in the Contract, except as specifically set forth below.

The amount to be encumbered on the Contract shall not exceed \$90,000.00 in Year 2.

In accordance with ¶ 20 of the Contract, the parties modify those terms and conditions identified below.

#### **MODIFIED TERMS:**

1. Paragraph 1 of the Contract is deleted in its entirety and replaced with the following:

Contractor will provide an adult learning lab and the management of services at two MPS locations - North Division and South Division. Services provided shall take place during the hours of operation for both locations; any services rendered outside of the hours of operation may require fee payment by contractor for building use related to security and building permit procedures. Contractor will provide a consistent schedule for families.

Contractor may additionally provide a “traveling classroom” to schools as requested and determined by MPS and contractor. The traveling classroom hours could require early closing of an adult learning lab.

Contractor shall be responsible for recruitment of participants with MPS families as primary target populations. In addition to recruitment efforts by contractor, MPS will also assist in recruitment efforts through parent coordinators, website announcements, and other opportunities.

Contractor will provide services for families as requested including: Adult Basic Education (ABE), General Educational Development (GED), HSED/5.09 Program, GED testing, and English as a second language (ESL)/English language learning.

2. Paragraph 2 of the Contract is modified as follows: The paragraph that begins “Successful performance will be measured...” is replaced with “Successful performance will be measured by the monthly submission of:
  - Number of participants for the month and year to date in each service/program
  - List of school(s) the child(ren) of participants attend
  - # and % of participants that improve skill levels (measurement to be determined depending on program/service)

- # and % of participants that receive HSED/GED.”
3. Paragraph 3 of the Contract is modified as follows:
- a. “Total compensation for the term from July 1, 2017 through June 30, 2018 shall not exceed \$90,000.00” is added.
  - b. “JoeMar Hooper, Director” is replaced with “Danielle Costello”.
4. Paragraph 8 of the Contract is deleted in its entirety and replaced with the following:
- “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. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employers’ Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella 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 Contractor by MPS shall be:

Workers’ Compensation	Statutory Limits
Employers’ Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor’s and subcontractors’ general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor’s insurers providing the coverages required by MPS for the duration of this Contract.”

CONTRACTOR

By: Ginger Duiven

Date: 10/4/17

~~Milwaukee Achiever Literacy Services, Inc.~~  
~~5566 N. 69<sup>th</sup> Street~~  
Milwaukee, WI 53218

Literacy Services of Wisconsin  
555 N. Plankinton Ave  
Milwaukee, WI 53203

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: A.A. 16  
Aaron A. Konkol J.D., Director  
Procurement & Risk Management

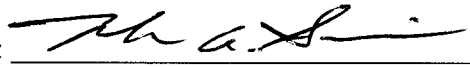
Date: 10/6/2017

~~Darienne B. Driver, Ed. D.~~  
~~Superintendent of Schools~~  
By: [Signature]

Date: 10/16/2017

Tax ID: [REDACTED]

Budget code(s): DTI-0-S-1C8-IF-ECTS

By: 

Mark A. Sain, President  
Milwaukee Board of School Directors

Date: 10-24-17

Board Approval Date: 9/28/17

Reviewed By:   
Risk Management

Date: 11/10/17

