

(ATTACHMENT 9) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition Number: CR017027
Contract Number: C023982
Vendor Number: V004186

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

On August 1, 2015, the Milwaukee Board of School Directors ("MPS" or "Board") and Board of Regents of the University of Wisconsin System on behalf of UWM - TRIO ("Contractor") entered into Professional Services Contract number C023982 ("Contract") with a term of September 1, 2015 through August 31, 2016. The Contract, (¶ 2), provided for two additional one-year extensions upon mutual agreement. The parties now mutually agree to extend the Contract for an additional term.

As such, the Contract will be extended for an additional term, from September 1, 2016 through September 30, 2017, 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 \$236,305.00 in Year 2.

In accordance with ¶ 19 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:

College Major Exploration and Campus Visits:

Contractor will host 8 campus visits for 50 students and parents for a total of 400 students. Students will spend the day being introduced to a specific major and/or possible onsite workspace exploration. University of Wisconsin-Milwaukee ("UWM") faculty and staff will assist to provide students with hands on experiences on or off campus related to the major. Contractor will target three - four major offerings during each visit. Students will arrive at 9:30am and depart at 1:30pm. Students will receive lunch on campus. Students will also tour the UWM campus to get a firsthand experience of being on a college campus. This can include, but is not limited to: the dorms; athletic department; library; college panel; lectures; and student organizations. When possible, Contractor will arrange representatives from the departments to talk with students and provide literature for students to take home to reference. Participating students will receive one UWM T-Shirt and a UWM campus map from the visit.

Senior Outreach, College Student Shadow Days, and On-site Admissions

Contractor will also make at least two trips to each of the TEAM GEAR UP school sites to meet with seniors who are applying to UWM. Each of these visits will include small group presentations to students and coordinating a college student shadow day for interested and eligible students. Contractor, assisted by TEAM GEAR UP advisors and MPS staff, will facilitate and guide parents and students through the UWM application and review processes. Contractor will assist TEAM GEAR UP advisors to secure completed application packages from students and parents. Contractor will serve as the recipient of the complete packages, and will advocate, within UWM, for admission of TEAM GEAR UP students. Contractor will also host and coordinate a special orientation for the parents of students accepted into UWM to familiarize parents with the programs' objectives, activities, rules, regulations, and program administrators. After TEAM GEAR UP students have applied to UWM, a member of UWM admissions staff will visit each GEAR UP site and do an on-site admissions day for students that are accepted into UWM for the 2017-2018 school year.

School Partnerships: Reality Check

Contractor will coordinate a Reality Check simulation for 100 students from mutually-agreed upon schools. Students will spend the day at UWM to gain information about budgeting and finances. They will participate in a life simulation of getting an occupation, salary and lifestyle. They will have to budget their resources to "purchase" life's wants and needs. Contractor agrees to visit students at their school to conduct a follow-up activity which relates to preparing a college.

Summer ACT Preparation Course and Freshman Bridge Program:

Contractor will provide a 10 day (Monday through Tuesday of the following week) ACT Preparation Summer Camp for 60 TEAM GEAR UP rising seniors for 2 hours per day. Students will receive an incentive item each day for their attendance and the camp will conclude with a field trip on Wednesday. Classes will be taught by UWM instructors/MPS teachers mutually hired by UWM and MPS staff. Contractor will administer pre and post ACT assessment.

Contractor will also create a summer bridge program for students that have been accepted to UWM. The three - five week program will help acclimate incoming TEAM GEAR UP freshman to the UWM campus, staff, programs, and students. Contractor will provide academic preparation, college classroom, and social experiences to help them transition to their first semester of college. Additionally, participating students will be invited to view the Ronald E. McNair summer research presentations.

UWM shall be responsible for reserving classrooms and other needed space, organizing programs, field trips, parent and teacher orientations, closing ceremonies, assisting MPS staff with student enrollment, follow-up with parents and staff concerning precollege opportunities, ensuring that attendance is taken each day, supervising mentors and handling student discipline issues and supervision of the residential portion of the camp.

Saturday ACT Preparation Camps:

Contractor will recruit 10 - 15 students (for a total of 20-30 students) to participate in the ACT Preparation Sessions offered on Saturdays at UWM through the UWM Mini Courses program. In addition to the six sessions, Contractor will offer one mock ACT testing day and an additional one if needed. All rooms will be provided by UWM. UWM will provide staff to proctor. All transportation to and from the ACT Preparation Saturday Sessions will be provided by TEAM GEAR UP.

MPI and Parent College Nights:

Contractor will provide information about the UWM sponsored parent conference to 50 TEAM GEAR UP parents and support registration efforts.

Contractor will provide UWM admission information to TEAM GEAR UP parents participating in the MPS Milwaukee Parent Institute at two designated parent nights hosted at and MPS or UWM site. UWM will also provide information concerning admission requirements for adults return to college or entering college as a non-traditional college student.

Evaluation:

Contractor shall also provide data to MPS needed to complete summative and formative evaluations for the United States Department of Education, TEAM GEAR UP grant.

In Kind:

Contractor shall provide \$236,305 of in kind services to the TEAM GEAR UP grant in services, materials, supplies, postage, facility space and scholarships.

Scholarships:

Contractor's TPP Department will provide up to five spots for ACT test taking experience classes through Mini-Courses once Mini Courses has exhausted all DPI scholarships.

Performance Measures:

1. 90% of the participants attending College Visits will increase their understanding of careers, college readiness and financial aid options.
 2. 80% of students participating in the Summer Academy will show growth on the post assessment.
2. Paragraph 3 of the Contract is modified as follows:
- a. "Total compensation under this Contract shall not exceed \$236,305.00" is deleted and replaced with "Total compensation under this Contract for the term from September 1, 2016 through September 30, 2017 will not exceed \$236,305.00".
 - b. "Dr. John Hill, Director" is replaced with "James Sokolowski".
3. Paragraph 5 of the Contract is deleted in its entirety and replaced with the following:

"In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem Contractor ineligible to participate in future contracts with MPS."

4. Paragraph 7 of the Contract is deleted in its entirety and replaced with the following:

"Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contract" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7."

5. Paragraph 16(C) of the Contract is deleted in its entirety and replaced with the following:

"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'."

CONTRACTOR

By: Ronald Fleischmann 8/31/2016
Ronald Fleischmann
Associate Director

OFFICE OF SPONSORED PROGRAMS
Date: On behalf of the Board of Regents of the University of Wisconsin System
Board of Regents of the University of Wisconsin System on behalf of UWM - TRIO
PO Box 340
Milwaukee, WI 53201-0340

Tax ID:

Budget code(s): GEN-0-S-GQ7-EO-ECTS

Board Approval Date: _____

Reviewed By: [Signature]
Risk Management

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: Kristen DeCato
Kristen DeCato, Director
Procurement & Risk Management

By: Darienne E. Driven
Darienne E. Driven, Ed.D.
Superintendent of Schools

Date: 9/20/16

By: Mark A. Sain
Mark A. Sain, President
Milwaukee Board of School Directors

Date: 9-20-16

Date: 9-19-16