

(ATTACHMENT 21) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition Number: CR024620
Contract Number: C025560
Vendor Number: V0431311

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

On September 1, 2016, the Milwaukee Board of School Directors (“MPS”) and Marquette University (“Contractor”) entered into Professional Services Contract number C025560 (“Contract”) with a term of September 1, 2016 through September 30, 2017. The parties now mutually agree to extend the Contract for an additional term.

As such, the Contract will be extended, from October 1, 2017 through September 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 \$85,000.00 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 shall provide 1 FTE to serve as project development consultants/program coordinator of teaching, learning, and services rendered between Marquette University and Milwaukee Public School (MPS) TEAM GEAR UP (TGU). Contractor shall provide the specific services outlined below.

CLASS Trips:

Contractor will host one Marquette University Campus Immersion Visit (Campus visit, Admission, Academics, Financial Aid, Social, Survey) Trips for TEAM GEAR UP 12th grade students and parents. One trip will occur in the fall of 2017 and Marquette University EOP College Signing Day trip will occur in the spring of 2018. College tour will accommodate up to 100 students and parents. The CLASS Trips during the MPS school day must be at least 90 minutes long. The Marquette University and TEAM GEAR UP will be responsible for recruiting, selecting, and coordinating the participation of students and parents who participate in the college tours.

During the college tour, Contractor will provide students and parents with information about degree programs, financial aid, student life/college experience and Marquette Educational Opportunity Programs. Contractor will discuss the application process with students and parents. It is understood that students and parents may be photographed and/or filmed in connection with and while participating in these events. Participation includes implied consent. The contractor, at the start of each tour, will inform tour participants of the implied consent and allow participants the option of not being photographed or filmed.

Each student will leave with one college memorabilia item. TGU will reimburse Marquette for incidental costs such as student meals and memorabilia incurred during the college tour. Contractor will follow its college tour guidelines. Contractor provides one (1) college tour guide for every ten (10) students participating in the tour.

College Bound Scholars (CBS) School Visits:

Contractor will hold 12th College Bound Scholars (CBS) In-school presentations. 8 presentations during the fall semester of 2017 at all interested TGU Campus to inform students about the application process and financial aid as well as Marquette University and its colleges and programs. The Marquette staff will inform the students of the challenge through presentations and the distribution materials. Contractor agrees to work with the TEAM GEAR UP advisors and/or school counselors to monitor the progress of students who enroll in the program. During these presentations students will receive information about appropriate steps they need to take to prepare them for post-secondary education as well as information from Marquette and its colleges and programs.

Marquette University Advancement via Individual Determination (AVID) SUPPORTIVE SERVICES:

Contractor will work with Marshall Campus as the adopted school for AVID Supportive Services. AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society. Contractor will meet directly with the school's principal, counselor, teachers, and staff to assess the needs of the school AVID program and develop the parameters of the partnership. Contractor will provide the school with Marquette University information, promotional materials and financial aid information to help foster a college-going culture at the school. Contractor will also provide Marquette University visits from a variety of schools, colleges, departments, programs, and diverse students at Marquette University to supplement the AVID classrooms curriculum with academic enrichment activities, motivate and assist students in the achievement excellence, and promote a college-bound culture throughout the school. Additional tutoring will be provided at the school, as mutually agreed upon and determined based on the needs and resources of the school and Marquette.

Marquette University Summer Pre-College and Bridge Camps:

Contractor will negotiate with campus partners to mitigate the cost of participation as much as possible.

Contractor will attend college presentations and fairs that target TEAM GEAR UP students to promote attendance at the summer programs. Contractor will also work closely with TEAM GEAR-UP advisors and/or the district office to mail materials directly to the parents of targeted qualified students to recruit them into the summer programs. Contractor, assisted by TEAM GEAR UP advisors and MPS staff, will facilitate and guide parents and students through the Marquette program application and review processes. Contractor will assist TEAM GEAR UP advisors to secure completed application packages from students and parents. The contractor will serve as the recipient of the complete packages, and will advocate, within Marquette, for admission of TEAM GEAR UP students. Contractor will also host and coordinate a special orientation for the parents of students accepted into the programs to familiarize parents with the summer programs' objectives, activities, rules, regulations, living and dining areas, and program administrators.

Contractor will host a special orientation session for parents, where they will be asked to complete and sign the appropriate application materials and clearances.

Contractor will assist TEAM GEAR UP to reserve for GEAR UP students seats in Marquette SSS summer bridge programs and Summer Leadership program as shown in the chart below. TEAM GEAR UP will be responsible for the cost. Contractor will assist TEAM GEAR UP reduce the costs of the summer programs where possible. Costs associated with these seats are not included in this contract.

Program	Number of Seats
Summer SSS Bridge	20
College of Communication/ Nursing/ Engineering Camps (tentative)	10
MU Summer Preview	20

Research Rocks:

Marquette will host a symposium for 75 TGU students in early July 2018, entitled Research Rocks. During this time, students will be exposed to research being conducted by students participating in the Ronald E. McNair Post Baccalaureate Achievement Program, as well as other cultural or campus programming.

Supervision:

Contractor will also ensure that a 1:10 student supervision ratio is maintained at all times while the students are participating in events on the Marquette campus to ensure the health and safety of program participants.

In Kind:

Contractor will design, collaborate, coordinate, and implement access to and the services of Marquette staff, facilities, and other in-kind contributions made by schools, colleges, programs, departments, and students from across the entire campus. This includes the cost of support staff wages and benefits, travel, facilities use, equipment and supplies, resources, materials, special access, and other costs associated with program administration and the conduction of campus tours, summer precollege programs, Marquette University visits, student panels, and other meetings and events associated with the provisions of this contract.

Contractor will also ensure the facilities, staff, and information materials are arranged prior to the college tour participants arriving and will include enough college information materials and Marquette promotional items are available for all students and parents in attendance.

Contractor also agrees to provide college readiness materials to parents and students at mutually agreed on times and locations. The staff and materials will be considered in-kind contributions.

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.

College Tour Performance Measures:

1. 100% of the students attending the Marquette tours will actively engage in activities associated with assisting students in their academic preparation for college.

2. 90% of the students attending the Marquette college tours will demonstrate knowledge of available financial aid and the cost and benefits of pursuing post-secondary education.
 3. 90% of the students attending the Marquette college tours will gain awareness of college pathways and preparation.
2. Paragraph 3 of the Contract is modified as follows: "Total compensation for the term from October 1, 2017 through September 30, 2018 shall not exceed \$85,000.00" is added.
3. 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

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____

By: _____

*Aaron A. Konkol J.D., Director
Procurement & Risk Management*

Date: _____

Date: _____

Marquette University
PO Box 1881

*Darienne B. Driver, Ed. D.
Superintendent of Schools*

Milwaukee, WI 53201-1881

Date: _____

Tax ID:

By: _____

Mark A. Sain, President

Budget code(s): GEN-0-S-GQ8-EO-ECTS

Milwaukee Board of School Directors

Date: _____

Board Approval Date: _____

Reviewed By: _____

Risk Management

Date: _____