

(ATTACHMENT 24) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Purchase Requisition Number: CR019012
Contract Number: C024493
Vendor Number: V021240

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

On December 1, 2015, the Milwaukee Board of School Directors (“MPS”) and Edgenuity Inc. (“Contractor”) entered into Professional Services Contract number C024493 (“Contract”) with a term of January 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 term.

As such, the Contract will be extended for a second term, from July 1, 2017 through June 30, 2018, 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 \$350,000 in Year 2.

In accordance with ¶ 19 of the Contract, the parties modify those terms and conditions identified below.

MODIFIED TERMS:

1. Paragraph 3 is modified to include the following provision: “Total compensation under this Contract for the term from July 1, 2017 through June 30, 2018 shall not exceed \$350,000.”

2. 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 the Contractor ineligible to participate in future contracts with MPS.”

3. 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 contact” 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.”

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."

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

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: *Sari G. Factor*
Sari G. Factor, Chief Executive Officer

By: *Kari H. Race*
Kari H. Race J.D., Acting Director
Procurement & Risk Management

Date: June 5, 2017
Edgenuity Inc.
Dept LA 24561
Pasadena, CA 91185
(480) 423-0118

Date: 06/06/17
By: *Darlene B. Driver*
Darlene B. Driver, Ed.D.
Superintendent of Schools

Tax ID: _____

Date: 6/8/17

Budget code(s): GSP-0-S-SRT-DW-ECTS

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

Date: 6-13-17

Board Approval Date: 5/25/17

Reviewed By: *Shirlean Clayton*
Risk Management

Date: 6/20/17