

## (ATTACHMENT 19) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition Number: R276248

Contract Number: C023938

Vendor Number: V0285730

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

On August 1, 2015, the Milwaukee Board of School Directors (“MPS”) and Boys and Girls Clubs of Greater Milwaukee, Inc. (“Contractor”) entered into Professional Services Contract number C023938 (“Contract”) with a term of September 1, 2015 through August 31, 2016. The Contract was previously extended for an additional one-year term of September 1, 2016 through September 30, 2017 (the “First Extension”). The parties now mutually agree to extend the Contract for a second and final additional one-year term.

As such, the Contract will be extended, from October 1, 2017 through September 30, 2018 (“Year 3”), 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 \$85,312.50 in Year 3.

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:

Contractor agrees to identify and accept ten MPS Pre-Stein students into the "Sponsor-A-Scholar" Program. Contractor is responsible for providing official documentation for being selected into the programs and providing literature on the benefits of the Program. This information will be told to students and parents at a meeting and mailed home to all selected participants. The aim of the Program is to provide individualized attention and scholarship support that will help students successfully graduate from college. The services being provided include, but are not limited to, academic advising, tutoring, college application assistance, internships, college workshops, family engagement and character and leadership development. By completing the Sponsor-A Scholar Program, students will be guaranteed college scholarships.

Contractor also agrees to provide college and career planning to 30 students from Bradley Tech High School. The Team Gear Up (TGU) Boys and Girls Clubs of Greater Milwaukee site coordinators will recruit students and request recommendations from teachers. Contractor will accept 30 students to provide academic advising, tutoring, college application assistance, internships, college workshops, family engagement and character and leadership development. By attending these planning sessions, students will become eligible for college scholarships from Contractor.

These 30 students will meet bi-weekly to receive college access and success programming services. The students will be assigned an Advisor by Contractor to ensure student success, MPS TGU Coordinators and Contractor's Advisors

will meet on a quarterly basis to review student progress, discuss program activities, monitor the academic success of the 30 students and review the program budget. Other components of the college and career planning program to be managed by Contractor include:

- Individual and small group tutoring, in the core subject areas - English, social sciences, science and math - to all students after school for two hours Mondays through Thursdays at Bradley Tech.
- Students and their Advisor will enter into a contract with Contractor to establish an Academic Advising Plan which includes goals for high school completion and college entrance. The Academic Advising Plan will be signed by the student, parent and Contractor's staff and will outline academic strengths and weaknesses by class, illustrate action steps, tasks, timelines and follow-up needed to achieve improved subject content knowledge and cumulative GPA.
- Bi-weekly academic workshops and test preparation. Contractor will address barriers with content of subject matter and potential academic deficiencies for a) district proficiency assessment and b) college entrance exams. In addition, ACT prep courses will be implemented during the summer prior to the academic school year and offered during the fall and spring to align with testing. Math, reading, writing and science reasoning should be covered in an intense classroom instruction and review and students provided a realistic pre-test and post-test experience. Students will not receive instruction that "teaches to the test," but will be engaged in programming to address academic barriers and gain study skills.

**In Kind:**

Contractor will provide a program director to oversee and support the partnership with TGU. In addition, services provided to TGU students participating at any legacy site of Contractor will be considered in-kind services to TEAM GEAR UP. The total in kind contribution will be \$85,312.50.

**Evaluation:**

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

The following performance measures are conditions of this Contract:

- a) 90% of the students attending the Sponsor-A-Scholar Program will be on track to meet the scholarship requirements.
- b) 90% of the students will meet the requirements to meet Boys and Girls Clubs of Greater Milwaukee Scholarships.

2. Paragraph 3 of the Contract is modified as follows: "Total compensation under this Contract for the term from September 1, 2016 through September 30, 2017 shall not exceed \$113,750.00" is deleted and replaced with "Total compensation for the term from October 1, 2017 through September 30, 2018 shall not exceed \$85,312.50".
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: \_\_\_\_\_  
Boys and Girls Clubs of Greater Milwaukee, Inc.  
1558 N. 6<sup>th</sup> Street  
Milwaukee, WI 53212

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Tax ID:

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

By: \_\_\_\_\_

*Mark A. Sain, President*

*Milwaukee Board of School Directors*

Date: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

*Risk Management*

Date: \_\_\_\_\_