

# (ATTACHMENT 15) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition Number: CR017504  
Contract Number: C024191  
Vendor Number: V004186

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

On October 1, 2015, the Milwaukee Board of School Directors and Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison (PEOPLE) entered into Professional Services Contract number C024191 ("Contract") with a term of October 1, 2015 through September 30, 2016. 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 October 1, 2016 through September 30, 2017, under the same terms and conditions as set forth in the original Contract, except for those specifically set forth below.

The amount to be encumbered on the Contract shall not exceed \$166,073.06 in Year 2.

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

### MODIFIED TERMS:

1. Paragraph 1 is modified as follows:

- a. All references to "tenth grade" and "eleventh grade" students are replaced, respectively, with "eleventh grade" and "twelfth grade" students.
- b. All references to "2015" and "2016" are replaced, respectively, with "2016" and "2017".
- c. "Eleventh grade students will also begin an individualized developmental process that will prepare them for an internship experience in their selected college major and/or career option during the summer of 2016. Both cohorts will participate in statewide or regional meetings that will provide college readiness programming to assist students in critical thinking, leadership skills development, self-efficacy, positive peer-to-peer college bound student relationships, and prepare students socially, culturally, professionally, and personally for post-secondary education" is deleted and replaced with the following: "Eleventh grade students also began an individualized development process that prepared them for an internship experience in their selected college major and/or career option during summer of 2016. Both cohorts will participate in statewide or regional cohort meetings that will provide college readiness programming to assist students in critical thinking, leadership skills development, self-efficacy, positive peer-to-peer college bound student relationships, and generally prepare students socially, culturally, professionally, and personally for post-secondary education".
- d. The table found therein is deleted and replaced with the following table:

Program Name	Number of Seats	Cost per Seat	Total Cost
Accelerated Learning Program (ALP)	6	\$2,660	\$15,960
College Access Program (CAP)	10	\$525	\$5,250
Summer Music Clinic – Senior Session	10	\$700	\$7,000

2. Paragraph 3 of the Contract is modified as follows:

- a. "Total compensation under this Contract shall not exceed \$162,556.00" is deleted and replaced with "Total compensation under this Contract in the first term shall not exceed

\$162,556.00. Total compensation under this Contract for the term from October 1, 2016 through September 30, 2017 shall not exceed \$166,073.06.”

b. “Dr, John Hill” is deleted and 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 the 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 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](mailto: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 6; 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:   
Robert Gratzl  
Managing Officer, RSP

Date: 9/16/2016  
Board of Regents of the University of Wisconsin  
System on behalf of the University of  
Wisconsin-Madison (PEOPLE)  
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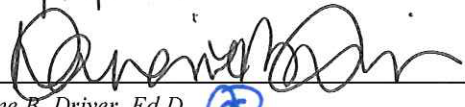
Budget code(s): GEN-0-I-GQ7-EO-ECTS

Reviewed By:   
Risk Management

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By:   
Kristen DeCato, Director  
Procurement & Risk Management

Date: 9/19/16

By:   
Darienne B. Driver, Ed.D.  
Superintendent of Schools

Date: 9/28/16

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

Date: 10-3-16

Date: 9-19-16