

# (ATTACHMENT 11) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Purchase Requisition Number: CR031214

Contract Number: C026601

Vendor Number: V028413

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

On August 1, 2017, the Milwaukee Board of School Directors and Reset-Mindbody, LLC entered into Professional Services Contract number C026601, with a term of August 1, 2017 through July 31, 2018. The Contract, (¶ 2), provided for two additional one-year extensions upon mutual written consent of the parties and in consideration of the Performance Objectives listed therein. Based on the Contractor's compliance with the Performance Objectives, the parties now mutually agree to extend the Contract for the first additional one-year term.

As such, the Contract will be extended from August 1, 2018 through July 31, 2019 ("Year 2"), under the same terms and conditions as set forth in the original Contract, except for those specifically modified below.

In accordance with ¶ 20 of the Contract, the parties also modify those terms and conditions identified below.

### **MODIFIED TERMS:**

1. Paragraph 1 of the Contract is modified as follows: Section 1(a), 1(b) and 1(c) are deleted and replaced with the following:
  - a) Working in 25 schools Contractor shall provide in-classroom instruction sessions to a minimum of 5 classrooms over the term of the Contract. K-8 classrooms shall receive 10, 15-20 minute sessions over the course of 10 weeks and high school classrooms shall receive 9, full class period sessions over the course of 9 weeks.
  - b) Working in 25 schools Contractor shall provide one set of 4 sessions (one-hour in length) of "Introduction to Mindful Parenting" over the term of the Contract. The maximum number of parents, guardians and community members per 4 sessions at each school will be 30 individuals, meaning 60 parents, guardians or community members at each school will be able to be serviced over the course of the school year.
    - a. Contractor shall provide each school with a monthly school specific newsletter to distribute to parents, guardians and community members.
  - c) Working in 25 schools Contractor shall provide a "Student Mindful Mentor Program" to a minimum of 5 students and a maximum of 10 students at each school over the course of the school year. The program shall consist of 9 sessions (30-60 minutes in length).
  - d) Working in 40 schools Contractor shall provide one set of six sessions (45-60 minutes in length) of "Mentoring for Mindfulness Champions and Administration" over the term of the Contract to a minimum 4 MPS staff members.
    - a. Contractor will work together with student mentors and Champions/Administration to help create opportunities for student mentors to practice mindfulness school-wide and to train future student mentors.
    - b. Program will allow Champions/Administration to practice and receive feedback on the specific skills developed in the lesson modeled by Contractor's instructors.
    - c. Contractor shall provide an action plan that links to the individual school's "SIP" (School Improvement Plan) developed for each individual school for the Champions/Administration for sustainability of mindfulness practice at the schools.

In order to properly track services, Contractor shall be required to provide the selected MPS staff member with scheduling information for onsite trainings no less than 2 weeks prior to the service date.

Sessions cancelled by MPS with less than 24-hour notice will not be rescheduled unless specifically requested by the school contact. MPS will subsequently be invoiced for the cancelled class, as well as, any rescheduled sessions. Additionally, Contractor reserves the right to leave a classroom if the classroom is highly dis-regulated or the classroom teacher is not present. In the event that an instructor finds it necessary to cancel any sessions, they will notify the school contact and selected MPS staff member contact with a minimum of 24 hours' notice and arrange to reschedule any missed sessions. Sessions may be rescheduled for a date and time that is convenient for all parties, within the instructor's 10 week teaching term. Contractor also sets aside a make-up week at the end of each term should instructors and schools need to take advantage of it for rescheduling purposes.

If Contractor would like additional data above what is required and released as a performance objective (satisfaction survey, attendance data, and referral data), the Contractor must submit a research application in accordance with MPS Administrative Policy 2.15. Please see the *Conducting Research, Evaluation, and Surveys in MPS website* (<http://mps.milwaukee.k12.wi.us/en/District/Initiatives/Research-Development/Conducting-Research-in-MPS.htm>) for additional information.

- Paragraph 2 of the Contract is modified as follows: the Performance Objective table is deleted in its entirety and replaced with the following:

| <b>Performance Objective</b>  | <b>Measurement Mechanism</b>  | <b>Performance Threshold</b>  |
|---|---|---|
| Utilizing MPS's selected platform Contractor will report to MPS's Department of Specialized Services program outputs, or deliverables, on the number of classroom instructions session, by school and month.  | These reports will be delivered to MPS's Department of Specialized Services once a month during each contract year. | Contractor must provide these reports to be eligible for annual contract renewal; however, provision of reports is not a guarantee of contract extension. |
| Utilizing MPS's selected platform Contractor will report to MPS's Department of Specialized Services program outputs, or deliverables, on the number of parents/guardians, by school and month, who have attended "Introduction to Mindful Parenting"           | These reports will be delivered to MPS's Department of Specialized Services once a month during each contract year. | Contractor must provide these reports to be eligible for annual contract renewal; however, provision of reports is not a guarantee of contract extension. |
| Utilizing MPS's selected platform Contractor will report to MPS's Department of Specialized Services program outputs, or deliverables, on the number of students, by school, month, and session, who have participated in the "Student Mindful Mentor Program." | These reports will be delivered to MPS's Department of Specialized Services once a month during each contract year. | Contractor must provide these reports to be eligible for annual contract renewal; however, provision of reports is not a guarantee of contract extension. |
| Utilizing MPS's selected platform Contractor will report to MPS's Department of Specialized Services program outputs, or deliverables, on   | These reports will be delivered to MPS's Department of Specialized Services once a month during each contract year. | Contractor must provide these reports to be eligible for annual contract renewal; however, provision of reports is not a                                  |

|  |   |   |
|--|---|---|
| the number of staff, number of classrooms, by school, month, and session, who have participated in the "Mentoring for Mindfulness Champions and Administration."   |   | guarantee of contract extension.  |
| Contractor will report to MPS's Department of Specialized Services program outcomes, including a reduction in referrals and an increase in school attendance, for each school that had/is receiving services.  | MPS's Department of Specialized Services will work with the Division of Research and Evaluation to pull data for this report and provide it to the contractor by December 1, March 1, and July 1. These reports will delivered to MPS's Department of Specialized Services by January 1, April 1, and August 1. | Improvement in one of the listed performance measures for a minimum of 50% of schools in order for Contractor to be eligible for annual contract renewal. Data will be reviewed as a component of the annual contract renewal.                        |
| Contractor must measure MPS staff and administration satisfaction with the program via an MPS-supplied survey of six questions ( <b>Exhibit A</b> ). These questions may be included as part of lengthier Contractor survey but will be measured and evaluated separately. | Survey results will be reported to the Department of Specialized Services by May 1st of each year.  | Contractor must provide these survey results to be eligible for annual contract renewal; however, provision is not a guarantee of contract extension. Survey results must demonstrate a minimum satisfaction level of 75% and a response rate of 50%. |

3. Paragraph 3 of the Contract is modified as follows: "Total compensation under this Contract shall not exceed \$150,000.00 in Year 2." is added after the first sentence. Section 3(a), 3(b) and 3(c) are deleted and replaced with the following:

- a) In classroom instruction sessions shall be provided at a rate of \$350.00 per K-8 classroom and a rate of \$550.00 per high school classroom.
- b) "Introduction to Mindful Parenting" shall be provided at a rate of \$400.00 per school.
- c) "Student Mindful Mentor Program" shall be provided at a rate of \$625.00 per school.
- d) "Mentoring for Mindfulness Champions and Administration" shall be provided at a rate of \$625.00 per school.

4. Exhibit A of the Contract is deleted and replaced with the attached Exhibit A.

CONTRACTOR

MILWAUKEE BOARD OF SCHOOL DIRECTORS

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

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

*Thomas P. Conjurski  
 Chief Financial Officer, Office of Finance*

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

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

Reset-Mindbody, LLC  
 104 W Juniper Lane  
 Mequon, WI 53092  
 (414) 861-3027

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

*Keith P. Posley, Ed.D.  
 Interim Superintendent of Schools*

Tax ID:

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

Budget code: SDV-0-S-4H9-DW-ECTS

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

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

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

Reviewed By: \_\_\_\_\_  
*Risk Management*

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

## Exhibit A

The following questions are a required satisfaction component of your contract. MPS will host the questions in its survey software, and the link will be shared with the Contractor. It is up to the Contractor to disseminate the link to individuals who have participated in trainings.

1. {Mindfulness vendor} representatives are knowledgeable about mindfulness topics.
  - a. Strongly agree
  - b. Agree
  - c. Disagree
  - d. Strongly disagree
2. {Mindfulness vendor} representatives have worked collaboratively at my school to conduct trainings, perform assemblies, etc.
  - a. Strongly agree
  - b. Agree
  - c. Disagree
  - d. Strongly disagree
3. I would recommend {mindfulness vendor} to a colleague.
  - a. Strongly agree
  - b. Agree
  - c. Disagree
  - d. Strongly disagree
4. Overall, I am satisfied with the way {mindfulness vendor} is performing at my school.
  - a. Strongly agree
  - b. Agree
  - c. Disagree
  - d. Strongly disagree
5. I will use the mindfulness strategies that I was taught in my classroom/school/department.
  - a. Strongly agree
  - b. Agree
  - c. Disagree
  - d. Strongly disagree
6. I will use the mindfulness strategies that I was taught in my own practice.
  - a. Strongly agree
  - b. Agree
  - c. Disagree
  - d. Strongly disagree