

(ATTACHMENT 6) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition Number: CR029845

Contract Number: C026329

Vendor Number: V001181

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT MODIFICATION

On July 1, 2017, the Milwaukee Board of School Directors and The Owners Group, Inc. d/b/a Learning Exchange entered into Professional Services Contract number C026329 (“Contract”), with a term of July 1, 2017 through June 30, 2018 for Title I, II and III services. Upon receipt of finalized contract dollar amounts by school and expenditure type from the Wisconsin Department of Public Instruction, as contemplated by Section III of the Contract, MPS learned it was awarded Title IV funding, which was not previously included in the Contract.

As such, the Parties now mutually agree to modify the Contract under the same terms and conditions as set forth in the original Contract, except for those specifically set forth below.

MODIFIED TERMS:

1. Section II of the Contract is modified to include the following:

“Vendor will provide Title IVA professional development services to private school personnel and supplemental student support services to private school students. Title IVA authorizes activities in three broad areas: providing students with a well-rounded education; supporting safe and healthy students; and supporting the effective use of technology. In no event shall reimbursement for Title IVA professional development services for non-public school personnel exceed amounts allocated per school. It is expected that Title IVA services will be delivered based upon available school allocations.

Recruitment and marketing to schools outside of the Provider’s clientele is limited to the times and methods as detailed below. Any marketing, visiting, or solicitation outside of the circumstances and events listed below are in breach of Contract.

During the Vendor Selection Period for new schools only the following may occur:

- A. Vendor Fair: Providers will have the opportunity to set up displays to advertise their services.
- B. Invitation by School: In the event a school (outside of the Provider’s clientele) would like to learn more about a Provider, the school may extend an invitation to the Provider. The Provider may at that point visit the school and/or present information on their services.
- C. Provider may send mailings to schools to present information on their services.
- D. Provider may have one showcase presentation to which they invite the nonpublic community through a mailing. Provider must submit a copy of the invitation to the Title I office prior to sending it out.
- E. Provider may not give anything of value exceeding \$25.00 in a contract year to any non-public school official or agent (including the Provider’s clientele), MPS employee, or member of the Religious and Independent School Advisory Committee (RISAC) committee.
- F. Any recruitment or marketing outside of this section shall be cause for termination pursuant to Section XIV.

During Consultation Meeting (Maximum of two):

- A. Vendor Booth Setup at Consultation Meetings (with prior MPS approval).
- B. Provider may solicit sign up for their company's listserv at two consultation meetings determined by MPS. Provider must allow users to unsubscribe.

Clarification Regarding School Closings:

- A. Provider will inform MPS immediately if a school is planning to close or has closed for the school year."

2. Section III of the Contract is modified as follows:

"The total dollar amount of this Contract is not to exceed \$9,152,885.47. The total dollar amount is a combination of Title IA and Title IIA funding. When separated by funding source the dollar amount of this Contract is not to exceed \$8,148,068.39 for Title IA services, not to exceed \$919,217.08 for Title IIA services, and not to exceed \$85,600.00 for Title IIIA services," is deleted and replaced with "The total dollar amount of this Contract is not to exceed \$8,309,593.98. The total dollar amount is a combination of Title IA and Title IIA funding. When separated by funding source, the dollar amount of this Contract is not to exceed: \$7,074,016.59 for Title IA services; \$1,033,145.25 for Title IIA services; \$134,138.96 for Title IIIA services; and \$68,293.18 for Title IVA services,"

3. Section V of the Contract is modified to include the following provisions:

- E. Provider may invoice for a maximum of 40 teacher hours per week.
- F. Provider may not invoice MPS for instructional hours when the teacher is not in attendance or school is not in session (e.g., winter break, spring break, early release time, teacher absent days, non-school days, snow days, etc.) except as otherwise provided in Section II of the Contract. Instructional hours must match attendance.
- G. Provider will submit a resume for all subcontractors providing professional development activities.
- H. Provider will reimburse eligible private school personnel only. No Title I funds may be paid to a private school.

PROVIDER

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____

By: _____

Aaron A. Konkol, J.D.

Director, Procurement & Risk Management

Date: _____

Date: _____

The Owners Group, Inc. d/b/a Learning Exchange
16875 W. Wisconsin Avenue
Brookfield, WI 53005
(262) 641-0500

By: _____

Keith P. Posley, Ed.D.

Interim Superintendent of Schools

Tax ID:

Date: _____

Budget code(s): MSS-0-S-4B8-1S-ECTS

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

Date: _____

Reviewed By: _____
Risk Management

Date: _____