

(ATTACHMENT 3) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

MILWAUKEE PUBLIC SCHOOLS
PURCHASING DEPT.

Purchase Requisition Number: CR016660

Contract Number: B0001119

Vendor Number: V022803

2016 AUG -1 P 3: 04

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT EXTENSION & MODIFICATION

On July 1, 2015 the Milwaukee Board of School Directors ("MPS") and Playworks Education Energized ("Contractor") entered into Professional Services Contract number B0001119 with a term of July 1, 2015 through June 30, 2016. 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 period.

As such, the Contract will be extended for a second term from July 1, 2016 through June 30, 2017, under the same terms and conditions as set forth in the original Contract, except for those specifically modified below.

The amount to be encumbered on the Contract shall not exceed \$529,020.00 in Year 2.

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

MODIFIED TERMS:

1. Paragraph 1, Line 1 of Component C, is modified as follows: the existing text "not otherwise receiving services via Component A or B" shall be deleted.
2. Paragraph 1, following the existing text "Such report will include: information related to the program's processes, activities and operations, what worked well; what has not worked well' possible obstacles and challenges; and plans for overcoming obstacles and challenges," the remainder of Paragraph 1 shall be deleted and replaced with:

"Provision of Services:

Contractor will provide, at its own expense, all personnel required to perform the services under this Contract. Specific requirements regarding staff qualifications and scheduling are found in the RFP. Subject to the parameters set forth below, Contractor will address any staffing concerns raised by MPS within two school days; MPS reserves the right to request a substitution of Contractor's personnel. In such event, Service Provider shall substitute the personnel with no additional charges to MPS. Failure on the part of Contractor to provide a substitute deemed suitable by MPS shall be cause for termination for cause of this Contract.

Contractor shall notify MPS's Wellness and Prevention Office of any staff absence as soon as possible. For short-term absences, defined as five (5) consecutive school days or less, Contractor's program management staff shall serve as substitutes whenever possible. For long-term absences, defined as more than five (5) consecutive school days, Contractor shall undertake the following measures to ensure programming continues at the affected school:

- If the absent staff member is an AmeriCorps member, Contractor will replace the person with the AmeriCorps Flex Coach on a full-time basis until a permanent replacement can be hired.
- If the absent staff member is Contractor's employee, Contractor will cooperate with MPS to ensure that the four major components of programming (recess, junior coach program, class game time and athletic leagues) continue until a permanent replacement can be hired. Contractor's program management staff will (1) run recess three days per week; (2) run the

Junior Coach after school program one day per week; and (3) run athletic leaves. If possible, MPS staff will run recess the remaining two days per week and run class game times with direction and curriculum provided by Contractor's program staff. For the duration of the absence, MPS shall receive a 50 percent credit from Contractor on those part-time services provided at the affected school.

Notwithstanding the foregoing, MPS shall not pay Contractor for each day in which a substitute is not provided, and shall receive a 50 percent credit from Contractor for each day in which a substitute is provided on a less than full-time basis.

All curricula and materials used by Contractor in providing these services require review and approval by MPS's Wellness and Prevention Office.

MPS acknowledges the number of schools and component mix Contractor can provide at each school is not unlimited. Schools already partnering with Contractor will have priority to receive services in future terms, but the continuation of partnerships shall be mutually agreed upon by MPS and Contractor. Throughout this Contract, Contractor shall communicate with MPS's Wellness and Prevention Office and school leadership to address any concerns relating to the provision of services herein, so the concerns can be addressed and resolved in a timely manner. Termination of services at a school will only be considered by the parties in extraordinary circumstances. In such event, Contractor will provide MPS a pro rata school fee adjustment based on actual services rendered."

3. Paragraph 2 of the Contract is modified as follows: In Line 1, Performance Objective, the existing text "February 15th" shall be replaced with "March 1st." After June 30th the following sentence shall be added: "Additionally, Contractor will submit a report for the proposed school partnerships for the following school year by May 15th of the preceding school year.
4. Paragraph 2 of the Contract is modified as follows: In Line 1, Measurement Mechanism, "program outputs" shall be added between "These" and reports" in the first sentence; the existing text "February 15th and June 30th" shall be deleted and replaced with "March 1st and June 30th;" and the following sentence shall be added thereafter "The report on proposed school partnerships will be delivered on May 15th of each contract year."
5. Paragraph 2 of the Contract is modified as follows: In Line 3, Performance Objective, the existing text "reduction in referrals given on the playground; increase in school attendance; and reduction in referrals or suspensions that occur post-recess" shall be deleted and replaced with "reduction in referrals given on the playground and/or a reduction in the percentage of referrals given on the playground as it relates to overall referrals."
6. Paragraph 2 of the Contract is modified as follows: In Line 3, Measurement Mechanism, the existing text "December 15th and April 15th" shall be deleted and replaced with "November 15th, February 15th and June 15th."
7. Paragraph 2 of the Contract is modified as follows: In Line 4, Measurement Mechanism, the existing text "These survey results will be delivered to MPS's Wellness and Prevention Office by April 15th of each year." shall be deleted and replaced with "Survey results from the previous June will be included in the final report delivered to MPS's Wellness and Prevention Office on March 1 of the Contract year."

8. Paragraph 3 is modified to include the following provision: "Total compensation under this Contract for Year 2 shall not exceed \$529,020.00."
9. 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."

10. 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 been 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."

11. 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: [Signature]
PJ Dever, Program Director
Playworks Wisconsin
Date: 7/9/16
Playworks Education Energized
380 Washington Street
Oakland, CA 94607
Tax ID: _____

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: [Signature]
Kristen DeCato, Director
Procurement & Risk Management
Date: 7/12/16
By: [Signature]
Darienne B. Driver, Ed.D.
Superintendent of Schools
Date: 7/19/16
By: [Signature]
Mark A. Sain, President
Milwaukee Board of School Directors
Date: 7-26-16

Budget code(s): 000-0-0-000-BL-ECTS

Board Approval Date: 6-30-16

This Extension & Modification is not enforceable until fully executed. Payment will not be made on any contract not on file in the Office of Finance.

Reviewed By: [Signature]
Risk Management

Date: 8/10/16