

(ATTACHMENT 9) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Purchase Requisition Number: CR031230
Contract Number: C026605
Vendor Number: V028854

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

On August 1, 2017, the Milwaukee Board of School Directors and Pure Edge, Inc. entered into Professional Services Contract number C026605, 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), is deleted and replaced with the following:
 - a) Contractor shall provide four Culture of Care (“CC”) Professional Development (PD) sessions with new content for each school year, two times to an unlimited number of participants for a total of 8 full day session in the months of September, November, January and March.
 - b) Contractor shall provide differentiated modeling and instructional rounds at each school in August, October, December, February and April. Contractor shall work in at least 3 classrooms at each school during each visit. Additionally, Contractor will provide a differentiated Educator Wellbeing (“EWB”) session for all staff at each school site during each visit.

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

If a cancellation occurs by a school more than 48 hours in advance of the scheduled time and date, MPS will not be charged for the cancellation. Per agreement with MPS, Contractor’s trainer will support another school site if a session is scheduled. If a cancellation occurs less than 48 hours of a scheduled session, MPS will not be charged for the cancellation if the trainer can support another scheduled school site on that day. If there are no other sites scheduled for session on the day of the cancellation, MPS will be charged the full rate for the number of hours that were scheduled. Contractor will notify the selected MPS staff member if any cancellation occurs prior to the scheduled session and must reschedule session with the school. Additionally, Contractor must notify school contact and selected MPS staff member if instructor must cancel 48 hours in advance of the scheduled time and date.

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:

Performance Objective	Measurement Mechanism	Performance Threshold
Utilizing MPS’s selected platform Contractor will report to MPS’s Department of Specialized Services program outputs, or deliverables, on the number of staff, by school, classroom, month, and session, who have participated in the PD sessions listed in section 1.	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.
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 be 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 (Exhibit A). 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%.

- Paragraph 3 of the Contract is modified as follows: “Contractor will be paid at a rate of \$1,250.00 per day. This rate is inclusive of travel, materials, and two trainers per day,” is deleted and replaced with “Contractor will be paid at a rate of \$105.00 per hour per session.”
- 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: _____

Pure Edge, Inc.

1900 Eastwood Road, Suite 5
Wilmington, NC 28403
(910) 679-8657

Tax ID:

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

Board Approval Date: _____

Reviewed By: _____
Risk Management

By: _____
Keith P. Posley, Ed.D.
Interim Superintendent of Schools

Date: _____

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

Date: _____

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