

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Purchase Requisition Number: CR016660
Contract Number: B0001119
Vendor Number: V022803

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

On July 1, 2015, the Milwaukee Board of School Directors 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. The Contract was previously extended for the first one-year term (the “First Extension”). Based on the Contractor’s continued achievement of the performance metrics, the parties now mutually agree to extend the Contract for the second additional one-year term.

As such, the Contract will be extended for a second and final term from July 1, 2017 through June 30, 2018, under the same terms and conditions as set forth in the original Contract and the First Extension, except for those specifically modified below.

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

MODIFIED TERMS:

1. Paragraph 1 of the Contract is modified to include the following provision after the second paragraph of Component C: “Alternatively, MPS schools could select to receive regional consultative visits at a lower per hour rate. A regional consultative visit will consist of a three-hour visit to a school, which includes a meeting with the principal and recess team, observation of recess, and a closing meeting with the principal and recess team to discuss the observations and offer recommendations on areas of improvement. Additional consulting may include a combination of consultative visits (assessment and recommendations), as well as tailored training on specific systems or competencies.”
2. Paragraph 3 of the Contract is modified to include the following provision: “Total compensation under this Contract for Year 3 shall not exceed \$549,600.00.”
3. Paragraph 3 of the Contract is modified to include the following provision: “Regional professional development, consultative visits, and hourly consulting shall be billed at a rate of \$250.00/hour.”
4. Paragraph 8 of the Contract is deleted in its entirety and replaced with the following:

“Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor’s employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employers’ Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers’ Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers’ Compensation	Statutory Limits
Employers’ Liability	\$100,000 per occurrence

General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability \$1,000,000 per occurrence
Umbrella (excess) Liability \$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract."

CONTRACTOR

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____

By: _____

*Kari H. Race J.D., Acting Director
Procurement & Risk Management*

Date: _____

Date: _____

Playworks Education Energized
380 Washington Street
Oakland, CA 94607

By: _____

*Darienne B. Driver, Ed.D.
Superintendent of Schools*

Tax ID:

Date: _____

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

By: _____

*Mark A. Sain, President
Milwaukee Board of School Directors*

Date: _____

Board Approval Date: _____

Reviewed By: _____

Risk Management

Date: _____