

(ATTACHMENT 12) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition Number: CR017225
Contract Number: C023948
Vendor Number: V004186

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

On August 1, 2015, the Milwaukee Board of School Directors (“MPS” or “Board”) and Board of Regents of the University of Wisconsin System on behalf of UWM - SREED (“Contractor”) entered into Professional Services Contract number C023948 (“Contract”) with a term of September 1, 2015 through August 31, 2016. The Contract, (¶ 2), provided for two additional one-year extensions upon mutual agreement. The parties now mutually agree to extend the contract an additional term.

As such, the Contract will be extended for an additional term, from September 1, 2016 through September 30, 2017, under the same terms and conditions as set forth in the Contract, except as specifically set forth below.

The amount to be encumbered on the Contract shall not exceed \$337,620.00 in Year 2.

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

MODIFIED TERMS:

1. Paragraph 1 of the Contract is deleted in its entirety and replaced with the following:

Deliverable	Description
GPRA and performance objective updating	Contractor will continually update performance measures and GPRAs. Current performance measure reports will be updated to include the most current information as data is made available.
Implementation analysis	Contractor will use MPS data systems to track the activities that TGU students participated in during the 2016-2017 school year. Tables will be created that summarize activities offered to each TGU school/cohort.
AVID Study	Contractor will conduct a study of the participation, implementation, and impact of the AVID program. This study will be informed by interviews with various stakeholders including teachers and program administrators. The report will also be informed by district data on the performance of students in AVID.
AP Study	Contractor will conduct a study of the participation, implementation, and impact of TGU reform efforts for improving AP results for the district. This study will be informed by interviews with various stakeholders including teachers, administrators, AP coordinators, and school administrators. The report will also be informed by district data on the performance of students in AP courses and the prior school performance of students taking AP. Analysis will be done across schools and within specific TGU schools.
MPI Study	Contractor will conduct a study of the participation, implementation, and impact of the MPI program. This study will be informed by interviews with various stakeholders including parents and program administrators.
Credit Recovery Study	Contractor will analyze the participation, implementation, and impact that summer 2016 credit recovery has on participants. This study will be informed by course participation and performance data for summer classes and for fall classes. It will also involve direct interviews of Credit Recovery staff and teachers, interviews with TGU planners, and observations of credit recovery activities. Also, participant surveys will be distributed that will assess student perceptions of whether the content of the class was recovered

	in addition to the credit.
Marquette Collaboration Study	Contractor will study the activities and results of the Marquette/Gear Up collaboration. This will involve direct observations of activities, artifact review interviews with key staff, and interviews with students.
Senior Bridge Study	Contractor will analyze the impact that the Senior Bridge Program has on participants. This study will involve logic modeling, observations of activities, artifact review, and surveys of students.
Graduation and other outcomes analyses	Contractor will analyze the impact of Gear Up on graduation rates and other outcomes that may be of interest to MPS (e.g., FAFSA completion rates, college application, college enrollment).
Final report	Contractor will summarize work across academic year and develop recommendations for the following year.
Study to identify students to take AP	Contractor will analyze historical data about the success of students in AP across MPS and measure the likelihood that GEAR UP students will pass AP classes. These predictions will be provided to MPS and shared with schools.
School Climate Survey	Contractor will survey all MPS schools as key aspects of school climate, such as having a "college for all" approach that may be impacted by a school's participation in GEAR UP. This will provide the opportunity to compare the school culture and climate of GEAR UP schools and non-GEAR UP schools.

2. Paragraph 3 of the Contract is modified as follows:

- a. "Total compensation under this Contract shall not exceed \$210,273.00" is deleted and replaced with "Total compensation under this Contract is the first term shall not exceed \$210,273.00. Total compensation under this Contract in the term from September 1, 2016 through September 30, 2017 shall not exceed \$337,620.00".
- b. "Dr. John Hill, Director" is replaced with "James Sokolowski".

3. 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 Contractor ineligible to participate in future contracts with MPS."

4. 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 contract" 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 be 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."

5. 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: MU FLL

Date: 8/31/2016
Board of Regents of the University of Wisconsin
System on behalf of UWM – SREED
PO Box 413
Milwaukee, WI 53021-0413

Tax ID:

Budget code(s): GEN-0-S-GQ7-EO-ECTS

Board Approval Date: 08-25-16

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: Kristen DeCato
Kristen DeCato, Director
Procurement & Risk Management

Date: 9/17/16

By: Darienne B. Driver
Darienne B. Driver, Ed.D.
Superintendent of Schools

Date: 9/13/16

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

Date: 9-15-16

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Reviewed By: 
Risk Management

Date: 9-19-16