

(ATTACHMENT 9) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS
MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT FIRST MODIFICATION

On August 1, 2021, the Milwaukee Board of School Directors (“MPS”) and Curriculum Associates, LLC (“Contractor”) entered into Contract Number C030038 (“the Contract”) with an Initial Term of August 1, 2021 through July 31, 2022. The Contract provides for up to two additional one-year extensions by mutual consent.

The foregoing modification to the Contract (“First Modification”) serves to outline the terms under which Contractor will assist MPS in further fulfilling the goal elaborated in Section 1, Subsection 16 of the Contract, which provides for formatting documents to be accessible to English learner students.

Contractor has developed and owns BRIGANCE® Early Childhood products (“BRIGANCE”), which have been previously provided to MPS. Contractor agrees to provide MPS with unlocked PDF files of the Parent Feedback Forms (the “Files”), and Contractor will allow MPS to translate the Files (the “Translated Materials”) to be used by MPS solely for the benefit of MPS’ students and parents. For the avoidance of doubt, the sharing of teacher-facing materials, including annotated files and answer keys, with students or families of students in any form is strictly prohibited.

MPS acknowledges that the provision of unlocked PDF files is outside of the course of Contractor’s normal business practices. In recognition of the foregoing, Contractor and MPS agree as follows:

1. Ownership and License Grant. BRIGANCE, the Files, the Translated Materials, and all intellectual property rights contained therein, including copyrights and trademarks, are and shall remain the sole and exclusive property of Contractor and its licensors. Contractor hereby grants MPS a limited, revocable, non-transferable license to use the Files and the Translated Materials during the Term of the Contract solely as described and subject to the limitations listed below:
 - a. MPS may translate the Files only for the purpose of creating the Translated Materials and for no other purpose. MPS shall not share, show, offer or provide access to, or sell, distribute or otherwise provide the Files to any third parties, except as authorized in writing by Contractor.
 - b. MPS’ rights in the Translated Materials are limited to the right to reproduce, edit, revise, and distribute the Translated Materials to its educators, parents, and students solely for the internal use and benefit of its students. MPS shall not otherwise share, show, offer or provide access to, or sell, distribute or otherwise provide the Translated Materials to any third parties, except as authorized in writing by Contractor.
 - c. MPS may post the Translated Materials in an online learning management system or other secure online portal for the benefit of its students. However, if MPS posts the Translated Materials in an online learning management system or other secure online portal, a password, shared with only MPS’ students, parents, and personnel, will be required to access the Translated Materials. MPS shall not otherwise post the Files or the Translated Materials online.
 - d. MPS will not remove any copyright notices from any of the Files or the Translated Materials.
 - e. MPS shall inform any MPS personnel who are given access to the Files or the Translated Materials about the ownership provisions and restrictions on use in this First Modification.

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- f. MPS' usage of BRIGANCE is otherwise subject to the BRIGANCE OMS Terms and Conditions of Use (except as otherwise agreed upon between the parties).
- 2. No Warranty.
 - a. Contractor acknowledges that MPS is not responsible for the quality of the Translated Materials and that MPS makes no guarantee that the Translated Materials will be of the same quality or will accurately convey or asses mastery of the material concept found in BRIGANCE. MPS makes no warranties, expressed or implied, regarding the Translated Materials. If Contractor chooses to share the Translated Materials with other schools or districts it does so at its own risk. MILWAUKEE PUBLIC SCHOOLS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TRANSLATED MATERIALS.
 - b. MPS acknowledges that Contractor is not responsible for the quality of the Translated Materials and that Contractor makes no guarantee that the Translated Materials will be of the same high quality or will accurately convey or assess mastery of the mathematical concepts found in BRIGANCE. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TRANSLATED MATERIALS.
- 3. Term and Termination.
 - a. The license granted to MPS under this First Modification shall continue for as long as MPS has a valid license in effect to use BRIGANCE. However, Contractor reserves the right to terminate the licenses granted hereunder at any time if MPS does not comply with the terms of this First Modification.

By signing below, both parties indicate their mutual intention to amend the Contract to include the provisions of this Professional Services Contract First Modification.

CURRICULUM ASSOCIATES, LLC

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: Robert Waldron
Authorized Representative
Robert Waldron, Chief Executive Officer

By: Janine Adamczyk
Janine Adamczyk
Director of Procurement & Risk Management

Date: April 4, 2022

Date: 4-4-2022

By: NOT REQUIRED
Keith P. Posley, Ed.D.,
Superintendent of Schools

Date: _____

By: NOT REQUIRED
Robert E. Peterson, President
Milwaukee Board of School Directors

Date: _____