

# (ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition Number: CR019289  
Contract Number: C024578  
Vendor Number: V023336

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

On January 1, 2016, the Milwaukee Board of School Directors (“MPS” or “Board”) and MIND Research Institute (“Contractor”) entered into Professional Services Contract number C024578 (“Contract”) with a term of January 1, 2016 through August 31, 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 September 1, 2016 through August 31, 2017, under the same terms and conditions as set forth in the Contract, except as specifically set forth below. A Modification executed by MPS on February 11, 2016 remains in effect.

The amount to be encumbered on the Contract shall not exceed \$50,000.00 in Year 2.

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

### MODIFIED TERMS:

1. 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.”

2. 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](mailto: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."

- 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: \_\_\_\_\_

Date: 9/6/16

MIND Research Institute  
111 Academy, Suite 100  
Irvine, CA 92617  
(888) 751-5443

Tax ID: \_\_\_\_\_

Budget code(s): SDV-H-S-M47-CI-ECTS

Board Approval Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

*Risk Management*

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: \_\_\_\_\_

*Kristen DeCato, Director  
Procurement & Risk Management*

Date: 9/8/16

By: \_\_\_\_\_

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

Date: 9/16/16

By: \_\_\_\_\_

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

Date: 9-20-16

Date: 9-8-16