

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

Purchase Requisition Number: CR031215
Contract Number: C026602
Vendor Number: V023927

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

On August 1, 2017, the Milwaukee Board of School Directors and Growing Minds, Inc. entered into Professional Services Contract number C026602, 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), 1(b), 1(c) and 1(d) are deleted and replaced with the following:

- "a) Calm and Caring Educators "on-site" trainings at 40 schools
 - i. 8 sessions at each school site
 - ii. Supplies include Mind Jar, Activity worksheets, and 7-set posters for each participant
- b) Mindful Champions Level 1: Four, 2-day trainings
 - i. 2-day Training includes:
 - a. Day 1: Calm & Caring Educators Level 1
 - i. Mind Jar for each participant
 - ii. Activity worksheets for each participant
 - b. Day 2: Growing Minds Curriculum Training Level 1
 - i. Growing Minds Curriculum on a USB (3 volumes)
 - ii. Growing Minds curriculum 1 volume hard copy
 - iii. 17-poster set
- c) Mindful Champions Level 2: 1-day trainings (8 sessions)
 - i. Four, 1-day trainings include:
 - a. Calm & Caring Educators Level 2
 - i. Activity sheets
 - ii. Four, 1-day trainings include:
 - a. Growing Minds Curriculum Training Level 2
 - i. Use supplies from Level 1
- d) Calm & Caring Educator Modules:
 - a. In collaboration with MPS, Contractor will partner with MPS to develop up to 8 modules for MPS/Growing Minds using the Calm & Caring Educator Curriculum during the 2018/2019 school year. Growing Minds will provide the mindfulness content and MPS will provide the expertise on Trauma, SEL, Restorative Practices and other relevant modules to that support the Whole

Child. The modules will be of approximately 20 minutes in length and will include worksheets and posters. MPS and Growing Minds may choose to film the modules together or separately. MPS will own their modules and Growing Minds will own their modules. Growing Minds will not put MPS at risk in any way by using any materials with the MPS copyright.

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

Contractor requires a minimum of 24 hours' notice for cancelled classes and trainings. Classes and trainings cancelled with more than 24 hours' notice will be rescheduled for an alternative date, determined by the Contractor and the school contact. Contractor will notify the selected MPS staff member if this occurs. Classes and trainings cancelled with less than 24 hours' notice will be invoiced as well as any rescheduled class or training. In the event that Contractor needs to cancel a scheduled class, they will notify the school contact and selected MPS staff member with a minimum of 24 hours' notice (except for illness) and reschedule any missed classes. Classes may be rescheduled for a date and time convenient to both parties, within the current school year.

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, month, and session, who have participated in all programs listed in section I.	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 Calm & Caring Educators "on-site" trainings.	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 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 at schools that partake in onsite training via an MPS-	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

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.		contract extension. Survey results must demonstrate a minimum satisfaction level of 75% and a response rate of 50%.
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3. Paragraph 3 of the Contract is modified as follows: "Total compensation under this Contract in "Year 2" shall not exceed \$45,000.00," is added after the first sentence. Section 3(a), 3(b), 3(c) and 3(d) are deleted and replaced with the following:

- a) Calm and Caring Educators "on-site" trainings shall be provided at a rate of \$305.00 per hour and shall include supplies for up to 25 participants. Supplies shall be provided at a rate of \$9.49 per additional participant once the 25 participant threshold is met.
- b) Mindful Champions Level 1 shall be provided at a rate of \$305.00 per hour and shall include supplies for up to 25 participants. Supplies shall be provided at a rate of \$23.55 per additional participant once the 25 participant threshold is met.
- c) Mindful Champions Level 2 shall be provided at a rate of \$305.00 per hour and shall include supplies for up to 25 participants.
 - a. Day 1 supplies shall be provided at a rate of \$9.64 per additional participant once the 25 participant threshold is met.
 - b. Day 2 supplies shall be provided at a rate of \$14.55 per additional participant once the 25 participant threshold is met.
- d) Calm & Caring Educator Modules shall be provided at a rate of \$2,000.00 per module and shall include all content and time required of Contractor.

4. Exhibit A of the Contract is deleted and replaced with the attached Exhibit A.

CONTRACTOR

By: *Musan L. Solwang*

Date: 7/2/2018

Growing Minds, Inc.
833 E. Michigan Street, Suite 1500
Milwaukee, WI 53202
(414) 899-7685

Tax ID: XXXXXXXXXX

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

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: *Thomas P. Conjurski*
Thomas P. Conjurski
Chief Financial Officer, Office of Finance

Date: 7/3/18

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

Date: 7/10/18

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

Date: 7-17-18

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Board Approval Date: 6/28/18

Reviewed By: 
Risk Management

Date: 7-18-18

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