

# (ATTACHMENT 12) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Purchase Requisition Number: CR016879  
Contract Number: C023899  
Vendor Number: V0848565

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

On June 26, 2015, the Milwaukee Board of School Directors (“MPS” or “Board”) and Renaissance Learning, Inc. (“Contractor”) entered into Professional Services Contract number C023899 (“Contract”) 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 in RFP 876 therein. 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 July 1, 2016 through June 30, 2017 (“Year 2”) 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 \$808,910.00 in Year 2.

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

### MODIFIED TERMS:

1. In Paragraph 1 of the Contract:
  - a. The bullet pointed list shall be deleted and replaced with the following:
    - Fully Normed STAR Reading – Grades 1-12
    - Fully Normed STAR Early Literacy – Grades Pre-K-3
    - Fully Normed STAR Math – Grades 1-12
    - Un-normed STAR Reading Spanish – Grades 1-12
    - Un-normed STAR Math Spanish – Grades 1-12
    - Un-normed STAR Early Literacy Spanish – Grades Pre-K-3
    - STAR Custom is a fixed-form assessment tool that includes CCSS-aligned item bank and a CBM component
  - b. Following the bullet pointed list, the following shall be added: “For purposes of this Contract, Fully Normed” means a sufficient number of assessments have been administered and analyzed so individual assessment results may be compared on a scaled basis and reported by percentile rank and grade equivalency.”
  - c. The referenced Exhibit A shall be deleted and replaced with the attached Exhibit A.
  - d. Benchmark “(e)” of the Contract is deleted in its entirety and replaced with “[INTENTIONALLY OMITTED]”.
  - e. d.-After benchmarks a-e for the Initial Term, the following is hereby added:
    - “(f) The following benchmark dates are agreed to in Year 2:
      - i. All Fully Normed English-language assessments currently available to the District will continue to be available to MPS immediately upon commencement of Year 2 of this Contract so that MPS can begin testing in year-round schools on August 8, 2016.
      - ii. All un-normed Spanish-language Reading and Spanish-language Early Literacy assessments currently available to MPS will continue to be available to MPS immediately upon commencement of Year 2 of this Contract, and un-normed but computer adaptive assessments will be made available by September 1, 2016.

- iii. Un-normed Spanish-language Math assessments for Grades 1-8 currently available to MPS will continue to be made available to MPS immediately upon commencement of Year 2 of this Contract and un-normed but computer adaptive assessments will be made available by October 7, 2016.
  - iv. Un-normed Spanish-language Math assessments for Grades 9-12 currently available to MPS will continue to be made available to MPS immediately upon commencement of Year 2 of this Contract and un-normed but computer adaptive assessments will be made available as soon as possible after Contractor has conducted adequate field tests and develops and releases a generally commercial available computer adaptive assessment based thereon.
  - v. No later than August 1, 2016, Contractor will provide MPS a list, in writing, of all reports that are available to MPS for the Spanish-language assessments, including the names of the reports and a detailed description of what each report contains.”
2. In Paragraph 3 of the Contract:
- a. The following is added after the first sentence: “Total compensation for Year 2 of this Contract shall not exceed \$808,910.00.”
  - b. After “This amount is based on an estimate number of student to be assessed; however, there is no guarantee of the level or quantity of services that will be utilized by MPS under this Contract.” the following provision shall be added: “Notwithstanding the foregoing, MPS shall be entitled to receive from Contractor \$110,000.00 in credits (the “Credit”) to which the parties have agreed and which Credit constitutes complete and final release and satisfaction of all claims which MPS has concerning any deficiencies, inadequacies, untimeliness or breach by Contractor in the performance of any of its obligations in the Initial Term of the Contract including, without limitation, all such claims related to any required delivery of normed or “full” versions of Spanish-language assessments (“Claims”). MPS hereby unconditionally and irrevocably forever releases and discharges Contractor from all such Claims in the Initial Term in consideration of such Credit. As such, the first \$110,000.00 of services rendered by Contractor in Year 2 shall be reflected on the submitted invoice(s) as a credit to MPS.”
  - c. “Contractor will bill MPS at a rate of \$11.80 per student per year for each assessment utilized.” is deleted in its entirety and replaced with the following: “Contractor will bill MPS at a rate of \$11.80 per student license per year.”
  - d. The following sentence shall be added “Professional Development services shall not exceed \$28,550.00 in Year 2, based on actual use, pursuant to the attached Exhibit A.”
  - e. The following shall be added: “In full and complete compensation for and satisfaction of any and all administrative or other expenses, costs, losses or damages of any kind (collectively, “Additional Expenses”) which MPS has incurred or may incur as a result of the non-delivery of Fully Normed Spanish-language assessments in the Initial Term or Year 2 of the Contract, Contractor shall reimburse MPS up to a maximum aggregate of \$12,000 for all actual out-of-pocket Additional Expenses which MPS can reasonably document it incurred during the Initial Term or Year 2 of the Contract.
  - f. “For purposes of payment, delivery shall be deemed to be completed as follows:” subparagraph (ii) shall be deleted and replaced with “For onsite training and online webinars – when rendered.”
  - g. Under “For purposes of payment, delivery shall be deemed to be completed as follows:” subparagraph (iv) shall be deleted.

3. Paragraph 5 of the Contract is deleted in its entirety and replaced with the following:

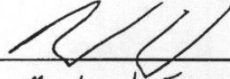
“In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person’s sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, 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 the Contractor ineligible to participate in future contracts with MPS.”

4. 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.”

[Signatures on following page]

CONTRACTOR

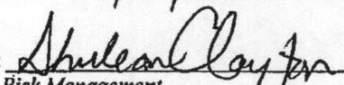
By:   
Michael Evans  
CFO  
Date: 7/6/16

Renaissance Learning, Inc.  
P.O. Box 8036, 2911 Peach Street  
Wisconsin Rapids, WI 54495-8036  
(800) 656-6740

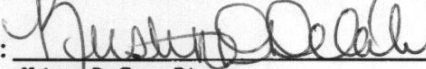
Tax ID:

Budget code(s):  
SYS-0-0-SGV-RH-ETTX

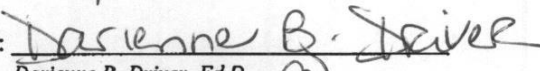
Board Approval Date: 6/30/16

Reviewed By:   
Risk Management

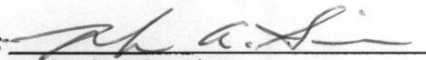
MILWAUKEE BOARD OF SCHOOL DIRECTORS

By:   
Kristen DeCato, Director  
Procurement & Risk Management

Date: 7/12/16

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

Date: 7-15-16

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

Date: 7-18-16

Date: 6/30/16