

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

Contract Requisition Number: CR064661
Contract Number: C032397
Vendor Number: V0000001136

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT**

This Contract is being entered into this 22nd day of March, 2024, by and between **Love146, Inc.** (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Love146, Inc. (Contractor) shall provide an FTE, as well as administrative and supervisory staff, in support of the following grant activities: providing Caregiver Trainings, Professional Trainings, Facilitator Certification Trainings, Training of Trainers, on-going technical assistance, and co-facilitation with MPS trained facilitators, among other activities.

Contractor shall provide skill-based human trafficking prevention education to educators and support staff, training staff in the Not A Number curriculum that will be implemented by school support staff (social workers, psychologists, nurses, and counselors), and to assist MPS in creating a safety plan/toolkit to address students that disclose they are being trafficked/exploited.

During the first 3 years of the grant, Contractor will train MPS district staff in the Not a Number curriculum. There will be 3-5 sessions per year, 20-25 staff per training session, and all sessions will be held in-person. The final year of the Contract, Love 146 staff will train at least 5 identified MPS staff to be trainers of the curriculum by facilitating train-the-trainer training for them.

All other obligations as defined in the Department of Health and Human Services, Administration for Children and Families Award# 90TV0061-01-00 and the Love146 Not a Number License Agreement, which is attached hereto and incorporated herein .

2. TERM

This Contract shall be in effect from March 22, 2024 through March 21, 2027.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

3. COMPENSATION

Total compensation under this Contract shall not exceed \$567,184.00, payable as follows:

	Year 1	Year 2	Year 3
Salaries	\$ 99,404	\$ 102,386	\$ 101,843
Fringe Benefits	\$ 12,480	\$ 12,855	\$ 12,964
Travel	\$ 7,481	\$7,481	\$ 5,447
Equipment	\$ 1,885		
Supplies & Other Operating Expenses	\$ 37,654	\$ 34,256	\$ 31,785
Indirect Cost	\$ 32,480	\$ 33,454	\$ 33,328
Total	\$ 191,384	\$190,433	\$185,367

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Contractor will provide time and activity reports to support the salary and fringe benefits for the staff supporting services provided under this Contract. Contractor will also provide receipts for any expenses based on the approved budget such as travel costs, supplies or curriculum printing. Expenses related to statewide license agreements will be \$125 for each facilitator trained.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted electronically by a process to be agreed to by the parties or mailed to:

Milwaukee Public Schools
ATTN: Travis Pinter, Senior Director – Department of Specialized Services
6620 West Capitol Drive
Milwaukee, WI 53216

A properly submitted invoice must include a detailed description of the dates and times worked, the tasks performed, the quantity of services provided, and shall be quantified according to the units and rates defined in Contract. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out (90 days after termination of the project period). Final invoices must be marked as such.

4. NON-DISCRIMINATION

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.

5. INDEMNITY

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

6. BACKGROUND CHECKS

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.

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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.

7. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

8. SHIPPING /TAXES

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors' Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

9. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle

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MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

10. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Contractor may also terminate this Contract at any time for any reason by giving MPS a written notice of termination 30 days in advance of termination. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

11. TERMINATION BY MPS - BREACH BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

12. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

13. INDEPENDENT CONTRACTOR

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its impacted employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the Contractor's performance of the services provided for under this Contract.

14. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

15. PROHIBITED PRACTICES

A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.

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- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

16. LIVING WAGE REQUIREMENT

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."

17. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

18. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

19. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

20. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

21. TIMING

Time is of the essence in this Contract.

22. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

23. FORCE MAJEURE

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MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS’s reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party’s financial condition or negligence).

24. STUDENT DATA

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

25. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

26. MPS LOGO/PUBLICITY

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS’s Executive Director of Communications & Outreach.

27. ORDER OF PRIORITY

Should Contractor and MPS sign Contractor’s Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

28. PUBLIC RECORDS

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

29. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0%. The paid student employment requirement of this Contract is 0 hours. The student career awareness requirement for this Contract is 0 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V017900)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
Janine Adamczyk
Director of Procurement & Risk Management

Date: _____

Date: _____

Love146, Inc.
PO Box 8266
New Haven, CT 06530
(203) 772-4420

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

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Date: _____

SSN / FEIN: [REDACTED]

Budget Code: SDV-0-S-D34-DE-ECTS

By: _____
Marva Herndon, President
Milwaukee Board of School Directors

Date: _____

By: _____
Insurance Compliance

Date: _____

Reviewed by Contract Compliance:

Name: *Jiquinna Cohen* _____

Date: 02.14.2024 _____



LICENSE AGREEMENT

Not a Number™: A Child Trafficking and Exploitation Prevention Curriculum

Parties

- 1.1 Parties. This License Agreement (the "Agreement") is entered into and executed as of **DATE** ("Effective Date"), by and between **Love146, Inc.** ("Love146"), and **Milwaukee Board of School Directors** ("Licensee") (each, a "Party," and collectively, the "Parties").

Purpose

- 2.1 Prevention Education. Love146 developed the *Not a Number™* curriculum (the "Curriculum") in an effort to equip vulnerable and at-risk youth with educational tools and information resources with which to protect themselves and their peers from the modern realities of child trafficking and exploitation. Licensee seeks to utilize the Curriculum in aid of its efforts to serve and protect similarly situated youth.

License

- 3.1 License. Subject to the terms and conditions in this Agreement, Love146 hereby grants Licensee, for the duration of the Term (as defined in 8.1), a nonexclusive, non-sublicensable, non transferable license (the "Curriculum License") to the Curriculum. Licensee shall have the following limited rights under the Curriculum License:
- (a) to use the Curriculum for implementation of the Curriculum in the United States, but in no event shall Licensee be permitted to use the Curriculum for anything other than nonprofit, educational purposes; and
 - (b) to display, reproduce, distribute, and/or perform one or more parts of the Curriculum that are intended for participant use during implementation of the Curriculum.
- 3.2 Versions and Updates. The licensed Curriculum includes the materials specified in Exhibit A plus any attendant collateral materials available through the Curriculum web portal. Love146 will deliver any updates to the Curriculum (including any attendant collateral materials) to Licensee as available. Delivery will be in the sole discretion of Love146, which will maintain no obligation to develop any updates or materials.
- 3.3 Limitation of License. Licensee may not adapt, alter, transform, or otherwise create derivative works of the copyrighted Curriculum except with written authorization from Love146. Any derivative works created by Licensee shall be owned by Love146 and will be included as part of the Curriculum licensed to Licensee under this Agreement. Licensee shall not utilize, reproduce, distribute, or perform the copyrighted Curriculum except as specifically provided in this

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Agreement. Doing so will constitute a material breach and give Love146 the option to terminate the Agreement immediately, notwithstanding anything to the contrary in Section 8.2.

Training and Implementation

- 4.1 Delivery of Curriculum. Love146 will deliver the Curriculum and any updates and attendant collateral materials to Licensee in printed and/or electronic form.
- 4.2 Qualifications to Implement. Working with vulnerable and at-risk youth is a sensitive undertaking and must be done with thoughtfulness and care. The care must be even greater when youth have experienced or are experiencing exploitation and abuse. Because disclosures relating to abuse and exploitation are common during Curriculum implementation sessions, Licensee shall designate employees or persons under the control or supervision of Licensee (“Qualified Facilitators”) to facilitate implementation of the Curriculum. Qualified Facilitators must possess a minimum level competency and training in the areas of trauma, commercial sexual exploitation, substance abuse, mental health, and behavioral management, including, but not limited to:
- (a) understanding methods for appropriately acknowledging victim experience and avoiding victim retraumatization, and understanding protocol for making appropriate referrals; and
 - (b) understanding their duties under applicable mandatory reporting laws for the state in which they provide training.

Licensee may provide access to the Curriculum only to Qualified Facilitators who have received Training from Love146. Licensee may not distribute the Curriculum or provide training for the Curriculum to individuals, volunteers, agencies, or organizations. Licensee shall encourage its Qualified facilitators to be actively engaged and participatory during the Facilitator Certification Training, and attend the training in its entirety.

Any Qualified Facilitator whose use of inappropriate, threatening, and offensive actions (inclusive of language) directed at the trainer, fellow training attendees, and/or group of people, may be subject to disciplinary action up to and including termination of their license to the Curriculum, at the sole discretion of MPS .

- 4.3 Training. Love146 will provide an initial three-day training (the “Initial Training”) for Licensee’s Qualified Facilitators who meet the qualifications set forth in Section 4.2. The Initial Training is designed to equip Qualified Facilitators of Licensee to facilitate implementation of the Curriculum and collect the appropriate evaluative data. Love146 will provide Continuing Education Units (CEUs) to Initial Training participants, pending availability and approval.

Within 30 days of each anniversary of the Effective Date of this Agreement, Licensee will ensure that each Qualified Facilitator whom Licensee intends to employ as a facilitator of the

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Curriculum during the following year receives annual certification training (“Annual Certification”) from Love146. Each Annual Certification will provide updated training and will cover any changes made to the Curriculum in the previous year.

- 4.4 Implementation. Licensee agrees to use its best efforts in implementing the Curriculum. Licensee and its Qualified Facilitators may implement the Curriculum with minor technical modifications as needed; however, if Licensee wishes to deviate in substance from the Curriculum as designed by Love146, Licensee shall first consult with and obtain written authorization from Love146.
- 4.5 Measuring and Reporting Outcomes. In recognition that outcome measurements and the programmatic adaptations they inform are vital to the continued success of the implementation of the Curriculum, Licensee agrees to submit the following, non-identifiable data, within one month of each implementation session:

(a) anonymous pre- and post-surveys of participants;

(b) disclosures of human trafficking, commercial sexual exploitation of a child, sexual abuse, sexual assault, intimate partner violence, and child abuse, and provide reports of the same to Love146;

- i. Both parties shall ensure that all disclosure mentioned above shall be anonymous and generalized by submitting and accepting only markings stating the quantity in which each of the above-mentioned instances was disclosed. No further descriptions or statements shall be provided or accepted.

(c) fidelity monitoring survey.

Licensee and its designated Qualified Facilitators agree to cooperate and assist in performing (a) through (c) above.

- 4.6 Terminating Facilitator Certification Training. Love146 reserves the right to terminate a Facilitator Certification Training in its entirety or ask participants to leave for the following reasons, but not limited to: trainer experiences any inappropriate, threatening, hostile, or offensive behavior at the training (e.g., sexual harassment, racist language and/or behaviors, or physical misconduct).

Media and Trademarks

- 5.1 Use of Marks. Love146 grants to Licensee a non-exclusive, non-sublicensable, non transferable license (“Mark License”) to use “Love146,” “Not a Number™,” and Love146’s other logos, trademarks, and service marks associated with the Curriculum (the “Marks”): (a) during

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implementation of the Curriculum under this Agreement, and (b) on Licensee's website or in Licensee's promotional materials for services provided by Licensee in connection with the Curriculum, provided that any website or promotional use is accompanied by the following disclosure:

Love146's name and logo are used with its permission, which in no way constitutes an endorsement of any product, service, company, opinion, or political position. For more information about Love146, please visit www.love146.org.

Any use of marks must be in line with the Style Guide located on the Not146 portal. Any other use of the Marks by Licensee requires the prior written consent of Love146. Licensee agrees the nature and quality of any services rendered by Licensee in connection with Love146's Marks will be of a quality that is equal to or higher than comparable services in the industry. Love146 may at any time and in its own discretion demand to inspect or withdraw consent for Licensee's use of the Marks. All rights in the Marks and the goodwill associated with the Marks remain property of Love146.

- 5.2 Independent Contractors. While Love146 and Licensee may share common charitable and educational purposes of preventing child trafficking and exploitation, Love146 and Licensee remain independent contractors, and neither Party is authorized to make any representations on the other Party's behalf. Each Party may acknowledge the other Party as having provided input and support to the Parties' common goals and objectives.

Additional Obligations

- 6.1 Confidentiality and Non-Disclosure. The Parties shall keep the terms of this Agreement strictly confidential, but may however, disclose the terms to government entities (local, state, and/or federal) having the authority to make a demand for the production of the Agreement and/or its terms. The existence of an agreement between the Parties is not confidential.

Licensee may publicly release outcome measurements, reports, and other information associated with implementing the Curriculum only with prior written approval from Love146. All client and participant information including, but not limited to, records of disclosure of victimization will be treated as confidential by the Parties – each of whom shall maintain clear policies on client confidentiality to ensure that examples of program effectiveness protect participant identity.

- 6.2 Non-compete Curriculum Creation. Licensee agrees that they or their organization will not use Love146's curriculum and materials to create a human trafficking prevention curriculum for youth in the United States aged 12-18 for five (5) years after terminating the license agreement with Love146.

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6.3 Disclaimer of Warranties. LOVE146 PROVIDES THE CURRICULUM AND ALL OTHER MATERIALS AND TRAINING UNDER THE AGREEMENT “AS IS” AND “WITH ALL FAULTS.” LOVE146 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CURRICULUM, MATERIALS, AND TRAINING. ANY WARRANTIES OR REPRESENTATIONS MADE BY ANY OTHER PERSON ARE VOID.

6.4 Limitation of Liability. Love146 shall not be liable for any damages of any kind incurred as a result of Licensee’s own acts or omissions in implementing the Curriculum. In no event shall Love146’s aggregate liability to Licensee for any losses or claims exceed the sum of the Initial Fee and Annual License Fees paid by Licensee.

Term and Termination

- 7.1 Term. This Agreement begins as of the Effective Date and remains in effect unless and until March 21, 2027, (the “Term”).
- 7.2 Termination of the Agreement. Love146 will have the right to terminate this Agreement immediately by written notice to Licensee if Licensee materially breaches this agreement, including as provided under Sections 3.3 and 6.1, and not limited by this section 7.2. Either Party may terminate this Agreement, with or without cause, upon 90 days’ written notice to the other Party (the “Notice Period”). Upon notice by a Party, the Agreement shall terminate immediately following the Notice Period.
- 7.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, the Curriculum License and the Mark License shall terminate. Licensee agrees to promptly return to Love146, and refrain from further using (a) all parts of the Curriculum in its possession or other attendant collateral materials of the Curriculum; (b) any images, logos, marks, promotional pieces of Love146; (c) and any Confidential Information of Love146. Sections 6.2 through 6.5 and 8.5 shall survive the termination of this Agreement.

Miscellaneous

- 8.1 Entire Agreement. This Agreement and the Milwaukee Board of School Director’s Professional Services Contract contains the entire agreement and understanding between the Parties. No modification of either agreement shall be made without a written agreement of both Parties.
- 8.2 Assignment. This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

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

- 8.3 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall be interpreted as if the invalid or unenforceable provision were not contained in this Agreement.
- 8.4 Notice. Any notice under this Agreement may be given by hand delivery, email, or certified United States Mail, postage prepaid, and return receipt requested addressed to each Party respectively:

Love146
c/o Shirley Higerd-Rusli
P.O. Box 8266
New Haven, CT 06530
shirley@Love146.org

Milwaukee Public Schools
Attn: Risk Management
5225 W. Vliet St, Room 160,
Milwaukee, WI 53208

With a copy to:
Milwaukee Public Schools
Attn: Department of Specialized Services
6620 W. Capitol Drive
Milwaukee, WI 53216

- 8.5 Dispute Resolution. Should the Parties experience any disagreement related to or arising under this Agreement, they agree to seek reasonable conciliation without the threat or use of formal legal remedy. If, however, a mutual understanding and agreement cannot be reached through good faith efforts, and the assistance of a court becomes necessary, the Parties agree that this Agreement shall be construed in accordance with and governed by the law of the State of Wisconsin, regardless of any conflicts of law principles that would dictate otherwise. The state or federal courts of Wisconsin shall be the venue for all claims arising out of or in connection with this Agreement.
- 8.6 Publication of Licensed Agencies. Licensee agrees to its inclusion in Love146 publications listing the various Curriculum licensees.

Additionally, in an effort to maximize the beneficial reach of the Curriculum, Love146 would like to indicate within those publications whether each licensed agency is available for third party implementation. However, Love146 will only designate Licensee as available for third party implementation requests if Licensee consents by completing Exhibit B.

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

8.7 Execution. This Agreement may be executed in any number of counterparts, all of which taken together will constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

8.8 **ORDER OF PRIORITY**. As Love146 and MPS has signed this Agreement in addition to the Milwaukee Board of School Director's Professional Services Contract, the terms set forth in the Milwaukee Board of School Director's Professional Services Contract shall govern in the event of a conflict.

EXHIBIT A

Versions of Curriculum included in Curriculum License

1. *Not a Number™*, A Child Trafficking and Exploitation Prevention Curriculum 2nd Edition, copyrighted 2014, 2017, 2020, 2023.
2. Attendant collateral materials relating to 1. above, including those found on the Curriculum web portal.

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

EXHIBIT B

Third Party Implementation Availability

Love146 frequently receives requests for prevention education implementation around the country but is unable to fulfill all of them. If you or your agency is open to facilitating the Curriculum for third parties, please complete this form indicating your contact information to be listed and any availability limitations you may have. If you would like to list more than three contacts, please provide the appropriate information for each individual by adding a second page to this exhibit.

Licensee:

Comments:

Contact 1

Name:

Email:

Phone Number:

Geographic Area Covered (e.g. "New York State," or "The Albany Capital Region," or "Manhattan, Queens, and Brooklyn," or "Lower Manhattan," etc.):

Contact 2

Name:

Email:

Phone Number:

Geographic Area Covered:

Contact 3

Name:

Email:

Phone Number:

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

Geographic Area Covered: