

(ATTACHMENT 6) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

**Amendment 1 to Services Agreement Between
Milwaukee Board of School Directors d/b/a Milwaukee Public Schools (Client)
and Language Learning Network (Vendor)**

Reason for amendment: Renewal and Modification

Per Section 20 of the original Services Agreement (“Agreement”), the parties agree to modify those terms and conditions identified below.

MODIFIED TERMS

1. Section 1, **Services**, shall be struck and replaced with:

Client is contracting for the Services set forth in Attachment A hereto, and such Services are to be provided by Vendor in accordance with the terms of this Agreement. Client shall provide Vendor access to conduct Services at the Venue (as defined in Attachment A). Client, at its sole discretion, shall request Services as needed. Client will complete Attachment A to request and define the Services to be provided by Vendor.

2. Section 2, **Compensation and Payment Terms**, shall be amended to include:

The cost per Teacher shall not exceed the yearly fee amount of \$86,538.60. Total compensation under this contract shall not exceed \$519,231.60 payable at the rate of \$57,692.40 per month.

3. Section 4, **Term**, shall be struck and replaced with:

The initial term of the Agreement was in effect through June 30, 2024 (“Term” or “Initial Term”) with the option to renew for three (3) additional one-year periods (“Renewal Terms”).

Initial Term: September 1, 2023 – June 30, 2024

Renewal Term 1: September 1, 2024 – June 30, 2025 (Amendment 1)

4. Section 6, **Independent Contractor**, shall be struck and replaced with:

The Parties hereby acknowledge and agree that Vendor and all Vendor's employees, agents, contractors, and representatives shall be treated collectively as an independent contractor of Client, and shall not, under any circumstances, be considered an employee or employees of Client under this Agreement.

5. Section 9, **Force Majeure**, shall be struck and replaced with the following:

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

6. Section 10.1, **Vendor Cancellations**, shall be struck and replaced with:

In the event Vendor cannot provide Services as a result of an unanticipated event outside of Vendor's control not otherwise covered by Section 9, including, but not limited to, death in the family of a teacher (“Teacher”), sudden injury or loss of a Teacher, death of a Teacher, or other major crisis, Vendor shall work with Client in good faith to reschedule/make up Services and/or provide a substitute Teacher to perform Services for Client.

If a Teacher's absences exceed three (3) school days for any single event covered by this Section, Client shall be entitled to a financial credit at the end of the Term for the absences that exceed a total of three (3) school days, which shall be credited to Client in the amount of \$250 per day, provided that, Client will not be entitled to such credit if Vendor provides a substitute Teacher to perform Services during such absences. Client will also not be entitled to financial credit if Client chooses not to accept Vendor's substitute Teacher or if Client declines to work with Vendor in good faith to reschedule/make up Services. If Vendor cannot provide a Teacher on the mutually agreed upon first day of Services, as set forth in Attachment A, Vendor will issue a credit to Client at a rate of \$250 per day until Teacher begins Services.

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7. Section 10.2, **Foreseeable Events**, shall be struck and replaced with:

If Vendor cannot provide Services as a result of a reasonably foreseeable event within Vendor's oversight and control, Vendor shall attempt to reschedule/make up Services as soon as practicable, subject to the mutual agreement of the Parties. If the Parties cannot in good faith agree upon a date and time to reschedule/make up the missed Services, Vendor shall issue a financial credit to Client at the end of the Term in the amount of \$250 per day.

8. Section 10.3, **Loss of Teacher**, shall be amended to include the following:

If Client unilaterally chooses to permanently remove a Teacher to address any form of verbal or physical abuse or harassment consistent with Section 3(j), or if Vendor removes a Teacher as a result of Client's breach of Section 3(j), Client shall accordingly relinquish its right to any financial credit to which client would otherwise be entitled for the loss of such Teacher under the terms of the Agreement. This Section will not apply if Client provides documentation that a Teacher was removed due to a finding of misconduct related to the incident giving rise to the Teacher's removal.

9. Section 23, **Public Records**, is added and consists of the following:

Both parties understand that Client is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Vendor acknowledges that it is obligated to assist Client 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 Agreement, and that Vendor must defend and hold Client harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

10. Section 24, **Contract Compliance Requirement**, is added and consists of the following:

The Historically Underutilized Business (HUB) requirement on this Agreement is 0%. The student engagement requirement of this Agreement is 0 hours. The Career Education requirement for this Agreement 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.

11. Section 25, **Vendor Obligations**

1. **Non-Discrimination**

- a. Vendor shall not discriminate in any way against any Client 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 socioeconomic 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. Vendor is required to include a similar provision in all subcontracts to this Agreement.

2. **Prohibited Practices**

- a. Vendor shall not hire, retain, or use for compensation any member, officer, or employee of Client to perform Services under this Agreement, or any other person who, to the knowledge of Vendor, has a conflict of interest.
- b. Vendor attests that it is familiar with Client'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 Client
- c. Vendor shall not knowingly enter into an Agreement for Services that would replace the duties already being performed by an active Client employee.
- d. Vendor shall receive prior written consent from the Client's Chief Human Capital Officer or his/her designee before a current or former Client employee may enter into a professional services contract or agreement with Vendor.
- e. Vendor shall not provide any apparel to Client.

3. **Living Wage Requirement**

- a. To the extent applicable, Vendor shall comply with Milwaukee Board of School Directors' Administrative Policy 3.09(17).

All other terms and conditions of the Agreement that are not hereby amended are to remain in full force and effect.

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C031820
V0000000820

ACKNOWLEDGED: Signature page to follow

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to the Agreement on the day, month, and year first above written. (Vendor #: V0000000820)

LANGUAGE LEARNING NETWORK

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
*Janine Adamczyk, Director
Procurement & Risk Management*

Date: _____

Date: _____

Language Learning Network
15 Ames Avenue
Rutherford, NJ, 07070
(201) 310-9727

By: _____
*Eduardo Galvan
Interim Superintendent of Schools*

Date: _____

SSN / FEIN: XXXXXXXXXX

Budget Code: GEN-0-I-BDL-DW-ECTS

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

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Attachment A Scope of Work

“Services” are indicated as follows:

Vendor will provide weekly **onsite instructional services** consisting of **6** Teachers, certified to teach their respective languages, pursuant to Section 3(k) of this Agreement, for the following languages, and to be conducted at **Milwaukee Public Schools**, located at the following addresses:

Language	Grade Level/Level	Name of School	Address
Spanish Montessori	1-3	Riley Dual Language Montessori	2424 South 1 Street, Milwaukee, WI 53207
Mandarin	K-8	Milwaukee Academy of Chinese Language	2430 West Wisconsin Avenue, Milwaukee, WI 53233
Spanish Social Studies	9-12	Pulaski High School	2500 West Oklahoma Avenue, Milwaukee, WI 53215
Spanish Social Studies	6-8	Milwaukee School of Languages	8400 West Burleigh Street, Milwaukee, WI 53222
Sped	Self-Contained-8	Longfellow	1021 South 21 Street, Milwaukee, WI 53204
Spanish Sped	4-5	Escuela Fratney	3255 North Fratney Street, Milwaukee, WI 53212

Teachers understand that they are choosing and agreeing to: arrive at their chosen Schools and work eight (8) hours, including a lunch period and a prep period; arrive five (5) minutes before and remain at least five (5) minutes after each school day; perform Services during their chosen Schools’ hours of operation unless impossible due to inclement weather or other School closure; engage, as needed, in lunch, recess, and other School activities; participate in conferences with parents/guardians; and attend all content, grade level, and other collaborative Teacher meetings. Before Teachers can review, select, and agree to the foregoing, Client understands that each of Client’s Schools must submit to Vendor the LLN Partner School Checklist, which shall include the classes, duties, and meetings sought by Client for each School.

Services will begin on **09/01/2024** and will conclude on **06/16/2025**. Services will **not** begin until:

- (1) Client has completed and submitted the LLN Partner School Checklist (which Vendor shall provide to Client upon full execution of this Agreement);
- (2) Client attends a virtual meet and greet with Vendor and Teacher(s); and
- (3) Client holds orientation for Teacher(s).

Venue: Client will provide Teachers access to Client’s property (including online platforms, as applicable) (“Venue”) so that Teachers can perform Services in accordance with the terms herein prescribed. Client will also grant Teachers access to and use of all Venue facilities and resources during the Term.

Client’s Primary Contact:

Name: Dana Berlin

Phone: 414-475-8224

Email: banksdm@milwaukee.k12.wi.us

Class Schedule/Live Session Schedule: Schedule will be determined at a later date unless attached hereto. If applicable, Class Schedule/Live Session Schedule may be changed at any time with the written consent of the Parties.

Payment Terms:

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The cost for Services shall be **\$86,538.60** per Teacher. Client will be billed in monthly installments as follows:

Monthly payment: \$57,692.40 due on the 15th of every month, to be paid in full by May 15, 2025

Invoices will be emailed to Client at the email address provided by Client. Payments may be made online, per the Invoice instructions, or by check to Language Learning Network, PO Box 395, Rutherford, NJ 07070.

ACKNOWLEDGED:

Vendor Representative & Title	
Vendor Signature	
Date	

Client Representative & Title	
Client Signature	
Date	