

(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS



CR061996
C031820
V0000000820

Language Learning Network Services Agreement

This Services Agreement ("Agreement"), dated as of July 3, 2023, (the "Effective Date"), by and between Milwaukee Board of School Directors, d/b/a Milwaukee Public Schools ("Client"), with an address of 5225 W. Vliet Street Milwaukee, WI 53208, and Language Learning Network (LLN) ("Vendor"), a New Jersey corporation with an address of PO Box 395, Rutherford, NJ 07070, ("Parties") for the provision of LLN services ("Services"), as set forth in further detail below, relating to onsite instruction at the school operated by Client at the address set forth on Attachment A hereto, which shall be incorporated into the Agreement by reference hereof

In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows

1. Services: 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), as set forth by the terms hereunder

2. Compensation and Payment Terms: Client shall promptly remit payment to Vendor for each Vendor-issued invoice ("Invoice") in accordance with Attachment A hereto and the terms herein Client shall remit payment to Vendor within forty-five (45) calendar days of Client's electronic receipt of each Invoice The Invoice shall be considered received by Client upon electronic transmission by Vendor, and the following calendar day thereafter shall trigger the beginning of the 45-day period Client may remit payment to Vendor by check, made payable to "Language Learning Network" and sent to the address above, or in accordance with the method and manner set forth by Vendor on the face of the Invoice In the event Vendor is unable to transmit an Invoice electronically, Vendor may elect to use USPS certified mail, return receipt requested, or overnight delivery through a nationally recognized courier If Client receives an Invoice from Vendor through one of these alternative methods of transmission, the Invoice shall be considered received by Client upon the date of delivery receipt, at which point, Client shall have forty-five (45) calendar days thereafter to remit payment to Vendor in accordance with the terms on the face of the Invoice

2.1. Expenses: Client shall reimburse Vendor for all reasonable expenses incurred by Vendor in accordance with Vendor's performance of Services for Client If Vendor issues an Invoice to Client for reimbursement of expenses, Client shall remit payment within forty-five (45) calendar days of receipt, in accordance with the terms on the face of the Invoice, and subject to the terms of transmission and receipt set forth above for all Vendor Invoices Vendor shall include receipts and reasonable supporting documentation in any Invoice Vendor issues to Client for expense reimbursement

2.2. Late Fees, Attorneys' Fees and Costs: Client understands and agrees that Vendor, at its sole discretion, may charge interest at the rate of six percent (6%) per annum on all Invoices not paid in full within forty-five (45) calendar days. Client shall pay any attorneys' fees, costs, and/or additional expenses in connection with Vendor's effort to collect any of Client's past-due Invoices

3. Client Obligations: The Client shall

(a) Designate one of its employees or agents to serve as Client's primary contact ("Primary Contact") who will act on behalf of Client as Client's authorized representative with respect to all matters pertaining to this Agreement, with such designation to remain in full force and effect unless and until a successor is appointed by Client and identified to Vendor in writing If Client fails to choose a Primary Contact or notify Vendor of the identity of such Primary Contact in writing, Vendor may select any employee or agent of Client to serve as the de facto Primary Contact unless and until Client chooses its own Primary Contact and notifies Vendor of the identity of such Primary Contact in writing

(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

CR061996
C031820
V0000000820

- (b) Respond promptly to requests from Vendor, including, but not limited to, instructions, information, or approvals required by Vendor to provide Services to Client
- (c) Cooperate with Vendor in its performance of Services and provide Vendor unobstructed access to the premises, employees, contractors, and equipment of Client, as is reasonably necessary to enable Vendor to provide Services to Client under the terms of this Agreement. If Vendor notifies Client of an issue or event impeding or affecting Vendor's performance of Services, and such issue or event is within the general supervision and control of Client, Client shall take all reasonable action within twenty-four (24) hours to remedy or mitigate such issue or event to the satisfaction of Vendor
- (d) Use Vendor's preferred technology platform for any synchronous instruction, subject to approval by Client's Department of Technology
- (e) Take proactive steps to accommodate and support Vendor's successful performance of Services under this Agreement, so as to avoid any foreseeable delays within Client's control, including, but not limited to, obtaining any necessary licenses, permits, or consents required for Vendor to perform Services for Client under this Agreement
- (f) Allow Vendor to observe its instructors onsite in the classroom
- (g) Not engage in discrimination against Vendor or Vendor's employees, agents, and/or representatives on the basis of race, color, sex, gender identity, religion, creed, age, national origin or ancestry, sexual orientation, disability or different ability, marital status, parental status, pregnancy, military status, political activities/affiliations, or any other impermissible reason
- (h) Provide a non-hostile work environment free from sexual harassment
- (i) Treat Vendor, its employees, agents, and representatives with respect and dignity and protect them from physical and verbal harassment and abuse
- (j) Address any verbal or physical abuse or harassment by Client's students, employees, representatives, or agents within a reasonable amount of time, not to exceed two (2) business days
- (k) Client agrees to work with Vendor in good faith to obtain teacher certification by

- i seeking reciprocity under the NASDTEC Interstate Agreement,
- ii requesting a state-approved provisional teaching certificate/license,
- iii requesting a state-approved emergency teaching certificate/license, and
- iv pursuing any and all state-approved pathways to teaching certification/licensure

4. Term: Unless otherwise specified and consented to by the Parties in writing, the term of this Agreement ("Term") shall be defined by the Scope of Work and schedule identified in Attachment A hereto

5. Insurance Requirements: During the Term herein, Vendor shall obtain, at its sole cost and expense, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Vendor shall maintain workers' compensation insurance, which shall include coverage for employers liability insurance with a limit of not less than \$500,000 bodily injury per accident, \$500,000 bodily injury by disease, each employee, and \$1,000,000 bodily injury in the aggregate. Vendor shall maintain a physical/sexual abuse or misconduct endorsement under the commercial general liability insurance or in a separate policy for such coverage, and such coverage shall maintain a limit of at least \$1,000,000, be maintained on a primary basis, and be non-contributory regardless of any insurance policy or self-insurance that may be maintained by Client for its own benefit

5.1. Client as Insured: With the exception of workers' compensation, the insurance policy or policies required herein shall include Client as an additional insured. At any time, Client may request a Certificate of Insurance from Vendor, together with a copy of the policy endorsement evidencing Client as an additional insured, where applicable. Vendor shall respond to such request within a reasonable time

6. Independent Contractor: The Parties hereby acknowledge and agree that Vendor and all Vendor's employees, agents, 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

(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

CR061996
C031820
V0000000820

7. Suspension: In the event Client fails to pay an Invoice within forty-five (45) calendar days or otherwise breaches or fails to perform any term of this Agreement, Vendor shall have the right, at its sole option, upon ten (10) business days' written notice ("Suspension Notice"), to suspend delivery of Services until Vendor receives full payment from Client, and/or Client has cured its breach to Vendor's reasonable satisfaction. If Vendor initiates a suspension of Services, Client shall surrender its claim to any and all refunds or financial credits to which it may have otherwise been entitled under this Agreement.

8. Termination and Mediation: This Agreement will terminate upon the natural expiration of the Term, as set forth herein. If any dispute, difference, or disagreement arises out of or relates to this Agreement, or the breach or claimed breach thereof, the Parties shall first attempt to resolve such disputes, differences, or disagreements directly with each other through negotiation and in the spirit of cooperation, without formal proceedings. If such disputes, differences, or disagreements cannot be resolved in good faith, the Parties shall seek further alternative resolution through mediation before an independent mediator who is mutually and reasonably agreed upon by the parties. The Parties will equally bear the costs of mediation.

9. Force Majeure: No refunds will be issued to Client where a class or classes are canceled or Services are not otherwise rendered in accordance with the terms hereunder as a result of a public health crisis, disease outbreak, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God, including, but not limited to, fire, floods, earthquakes, tornadoes, hurricanes, tropical storms, snow storms, or other natural disasters. Vendor may work with Client to reschedule a class or classes canceled under these circumstances, but Vendor is under no obligation to account for Client's loss of Services.

10. Client Cancellations: If Client cancels a class or classes as a result of an event or circumstances within Client's oversight and control, including, but not limited to, school assemblies, trips, and planned events, or any vacation, holiday, or event for which Client fails to provide advance written notice to Vendor, Vendor shall be under no obligation to reschedule the canceled class or classes, and Client will not be issued a refund for loss of Services.

10.1. Vendor Cancellations: 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 illness of a Teacher, death of a Teacher, or other major crisis, Vendor shall work with Client in good faith to reschedule the class or classes and/or provide a substitute Teacher to perform Services for Client. If any of Vendor's Teachers' absences exceed three (3) consecutive school days for any single event covered by this Section, Client shall be entitled to a financial credit at the end of the Term in an amount commensurate with Client's loss of Services after the three (3) consecutive school days.

10.2. Foreseeable Events: If Vendor cannot provide Services as a result of a reasonably foreseeable event within Vendor's oversight and control, Vendor shall attempt to reschedule the class or classes as soon as practicable, subject to mutual agreement of the Parties. If the Parties cannot in good faith agree upon a date and time to reschedule the missed class or classes, Vendor shall issue a financial credit to Client at the end of the Term in an amount commensurate to Client's loss of Services under this Agreement.

10.3. Loss of Teacher: In the event Vendor loses one of its Teachers upon whom Client depends for Services for any reason other than Client's breach of this Agreement, Vendor shall work with Client in good faith to provide a substitute Teacher within two (2) weeks. If Vendor cannot provide Client a Teacher within two (2) weeks under the circumstances herein provided, Vendor shall issue a financial credit to Client at the end of the Term in an amount commensurate to Client's loss of Services.

11. Criminal Background Checks: Vendor shall conduct criminal background checks for all Teachers who perform Services for Client under this Agreement, including an out-of-state background check for the state(s) in which a Teacher resided for at least six (6) months within the two (2) years preceding the effective date of this Agreement, if such Teacher

(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTSCR061996
C031820
V0000000820

was eighteen (18) years or older at the time Vendor will submit completed background checks to Client'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 Vendor shall not allow Services to be performed by any individual with a criminal background or history of immoral conduct or incompetence, as defined in Wis Admin Code PI § 34.097

12. Non-Solicitation: During the Term of this Agreement and for a period of one (1) year thereafter (the "No Hire Period"), neither Client nor any affiliate or agent thereof shall, directly or indirectly, hire, contract, or solicit for employment, contract, or engagement, or cause or arrange for another individual or entity to hire, contract, or solicit for employment, contract, or engagement, any person who is or was a Teacher contracted or employed by Vendor during the Term of this Agreement Client agrees that the covenant contained in this paragraph is reasonable in all respects In the event this provision is violated or breached, Vendor shall be entitled to immediate injunctive relief against Client, its affiliates, and/or agents, prohibiting further actions in violation of the terms herein

13. Intellectual Property and Confidentiality: Vendor shall have the sole and exclusive property right, title, and interest to all intellectual property ("Intellectual Property"), including, but not limited to, copyrights, trademarks, service marks, trade secrets, know-how, and other confidential information ("Confidential Information"), trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Client by Vendor under this Agreement or prepared by or on behalf of Vendor in the course of its performance of Services under this Agreement, including, but not limited to, any items identified in Attachment A hereto (collectively, "Proprietary Information") Client shall take any and all reasonable security measures to protect Vendor's Intellectual Property Rights in this Proprietary Information and any and all Confidential Information relating to Vendor, its employees, agents, and representatives, which Client has access to or knowledge of This paragraph shall continue in full force and effect in perpetuity and shall survive the termination of this Agreement

13.1. Return or Destroy Upon termination of this Agreement, Client shall not use or disclose and shall immediately return to Vendor or destroy any and all Intellectual Property, Confidential Information, and Proprietary Information in Client's possession and/or control

14. Indemnification: Subject to the law of the State of Wisconsin, including, but not limited to, Wis Stat §§ 893.80 and 895.46, each party shall protect, indemnify, defend, and hold the other party harmless from any and all claims, damages, losses, costs, expenses, and liability to third-party claims for any loss of use, revenue, or profit, or diminution in value, or for any consequential incidental, indirect, exemplary, special, or punitive damages related to or arising from the Services provided under this Agreement

15. Severability: If any part or provision of this Agreement is found to be void and unenforceable, it shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, which shall remain valid and enforceable To the extent permitted by applicable law, the Parties hereby waive any provision of law which prohibits or renders void or unenforceable any provision hereunder

16. Assignment: Client shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Vendor Any purported assignment or delegation in violation of this paragraph shall be null and void No assignment or delegation shall relieve Client of any of its obligations under this Agreement

17. Third-Party Beneficiaries: This Agreement is binding on and inures solely to the benefit of the Parties hereto and their respective successors and/or permissible assignees Nothing in this Agreement, expressed or implied, confers on any other individual, entity, or third party any legal or equitable right, benefit, or remedy of any nature whatsoever

(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

CR061996
C031820
V0000000820

18. Notice: All notices, requests, consents, claims, demands, waivers, and other forms of communications made subject to and in accordance with this Agreement (collectively, "Notice") shall be in writing and delivered by pre-paid overnight delivery by a nationally recognized courier, or certified mail, return receipt requested Except as otherwise provided herein, proper Notice is effective only upon compliance with this paragraph

19. Joint Preparation: This Agreement shall be deemed to have been jointly prepared by the Parties, and any defect, ambiguity, or omission shall not be held against the drafting party

20. Amendments: No amendments to or modification of this Agreement shall be valid or binding unless made in writing and signed by the Parties

21. Entire Agreement: This Agreement, including and together with Attachment A hereto, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous agreements, understandings, inducements, conditions, and representations, express or implied, oral or written, of any nature whatsoever with respect to the subject matter herein

The Parties acknowledge that they have read, understand, and accept the terms of this Agreement, including any attachments hereto, and by their signature below, the following individuals hereby certify that they are duly authorized to enter into this Agreement on behalf of the respective party

Vendor Representative & Title	Sean Kreyling, CEO <small>DocuSigned by</small>
Vendor Signature	<i>Sean Kreyling</i>
Date	9/11/2023

Client Representative & Title	Janine Adamczyk, Director, Procurement <small>DocuSigned by</small>
Client Signature	<i>Janine Adamczyk</i>
Date	9/12/2023

DS
CW

DS
DF

Milwaukee Board of School Directors:

By: *Keith P. Posley*
p. Keith P. Posley, EdD.
Superintendent of Schools

Date: 9-25-23

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

Date: 9-29-2023

(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTSCR061996
CO31820
V000000820**Attachment A Scope of Work**

"Services" are indicated as follows

Vendor will provide weekly onsite instructional services, consisting of up to 13 teachers certified to teach their respective languages pursuant to Section 3(k) of this agreement, for the following languages to be conducted at Milwaukee Public Schools located at the following addresses

Language	Grade Level	Name of School	Address	Time
ASL	9th – 12th Grade	Pulaski High School	2500 W Oklahoma Ave	Work day 7:30 a.m. – 3:30 p.m.
ASL	9th – 12th Grade	Hamilton High School	6215 W Warnimont Ave	Work Day 7:30 a.m. -3:30 p.m.
Bilingual	8 th Grade Math	Wedgewood Park Middle School	6506 W Warnimont Ave	Work day 9:00 a.m – 4:15 p.m. Wednesday and Thursday 8:25 a.m -4:15 p.m.
Bilingual	8 th Grade Science	Wedgewood Park Middle School	6506 W Warnimont Ave	Work day 9 00 a.m – 4:15 p.m Wednesday and Thursday 8:25 a.m. -4:15 p.m
Spanish	Grade 6-8 Teacher	MKE School of Languages	8400 W Burleigh St	Work Day 7 30 a.m. – 3:30 p.m.
Bilingual	Intermediate (Grade 4-8)	Special Education - Comprehensive Autism – Longfellow	1021 South 21 st Street	Work day 7:20 a.m -2:30 p.m Tuesday 7 20 a.m – 3:30 p.m.
Spanish	High School	James Madison High	8135 W Florist Ave	Work Day 7:30 a.m. – 3:30 p.m.

(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTSCR061996
CO31820
V000000820

Spanish	High School	Washington High School	2525 N Sherman Blvd	Work day 7:30 a.m – 3.30 p.m
Spanish	High School	Marshall High School	4141 N 64th St	Work Day 7-30 a.m. – 3.30 p m.

Services will begin on **September 1, 2023** Vendor will provide curriculum and all related planning materials, including any specific materials needed to conduct language classes

Venue: Vendor will have access to the venue (e.g., classroom, Google Classroom, systems/platforms, etc) ("Venue") prior to and during the class schedule to ensure appropriate setup is completed in a timely manner so that Vendor is able to provide Services in accordance with the terms of this Agreement Due to issues related to security, privacy, and connectivity, Client will allow Vendor to have full use of and access to all Venue facilities and materials, including, but not limited to, all available teaching materials and/or tools (e.g., computers, printers, projectors, etc), at Client's reasonable discretion

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

Compensation and Payment Terms: The cost for the annual contract is **\$1,125,000.00**. Client will be billed in monthly installments, pursuant to the following payment schedule

(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

CR061996
C031820
V0000000820

September 30, 2023	\$ 112,500 00
October 31, 2023	\$ 112,500 00
November 30, 2023	\$ 112,500 00
December 31, 2023	\$ 112,500 00
January 31, 2024	\$ 112,500 00
February 29, 2024	\$ 112,500 00
March 31, 2024	\$ 112,500 00
April 30, 2024	\$ 112,500 00
May 31, 2024	\$ 112,500 00
June 30, 2024	\$ 112,500 00

Invoices will be emailed to Client at the email address provided by Client. Payments will be due forty-five (45) days after receipt and may be made online, per the Invoice instructions, or by check to Language Learning Network, PO Box 395, Rutherford, NJ 07070.