

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

This Contract is being entered into this 2<sup>nd</sup> day of January 2023, by and between **Safe Havens International, Inc.** (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

**1. SCOPE OF SERVICES**

Contractor shall specifically perform the following tasks:

Contractor shall provide Milwaukee Public Schools with a comprehensive school safety, security, and emergency preparedness assessment for 154 schools and support facilities operated by Milwaukee Public Schools (MPS). The assessment will include a combination of off- and on-site evaluation which will include unannounced walkthroughs of the 154 sites.

Services to include but are not limited to the following:

**1. Off-Site Evaluation**

The assessment will begin with a comprehensive off-site in-depth review and evaluation of MPS emergency operations plans as well as safety and security policies currently in use at MPS schools and support facilities. Specifically, Contractor’s Executive Director Michael Dorn will evaluate the following documents:

1. Emergency operations plans or EOP (also sometimes referred to as the emergency plans, crisis plans, safety plans, etc.) which often includes the following components:
  - a. Prevention/mitigation
  - b. Preparedness (including all components such as specific plan components for teachers, school bus drivers, custodial staff, cabinet officials etc.)
  - c. Response
  - d. Recovery
  - e. Business continuity
2. Any other documents relating to safety or emergency preparedness that would be distributed to staff members or the general public
3. Any guides, procedures, manuals, etc. relating to student threat evaluation as well as bullying and suicide prevention
4. Any written policies on student behavior or discipline
5. Documents, policies, or records relating to contraband searches on campus
6. Existing policies, protocols, and guidelines for the Department of School Safety & Security
7. Agreements and/or Memorandum of Understandings (MOUs) for cooperation with local public safety partners
8. Student disciplinary action data
9. Results of surveys which include questions relating to school safety for students, staff and/or parents
10. Any policies that are not listed here but the school feels are similar or would like to be considered in our review

The crisis management plan evaluation approach will emphasize how the documents are likely to successfully achieve their purpose in the following specific ways:

1. **Document voice** – Are the plan documents addressed to the proper audience, so they can properly influence behavior and decision-making?
2. **Clarity of language** – Are the plan documents easily understandable to the reader to create consistency in meaning?
3. **Liability language** – Do the documents create increased exposure to civil liability because of the manner in which it is worded?
4. **Practical approach** – Do the documents set up school officials for failure because it is written in a manner that is less likely to achieve the goals in the document?
5. **Appropriate empowerment** – Are the documents written in a manner to help staff understand the proper level of empowerment for improved decision-making in life and death situations?
6. **Role specific approach** – Are the plans more likely to fail under actual field conditions because the plan components do not adequately recognize and address the unique roles of different categories of employees?
7. **Integration** – Are the plan components properly integrated to achieve a unified approach to resolution of crisis situations?
8. **Proper incorporation of the NIMS** – Do the plan documents properly incorporate the NIMS?
9. **Ease of utilization under extreme stress** – Are the plan components designed in a manner to make them easy to navigate and utilize under extremely stressful and chaotic conditions?
10. **Practicability** – Is the planning concept in the plan documents practical for school staff to follow under extreme stress of actual crisis conditions?

11. **All-hazard approach** – Is the emergency preparedness plan component developed using an all-hazards approach as recommended by the United States Department of Education?

Mr. Dorn will base his evaluation on his extensive experience in conducting school safety assessments, his consulting work with school districts and government agencies across the United States and abroad, his extensive risk management work with a number of the nation's largest K12 school insurance companies, his state level school emergency management experience, and his work researching and writing 27 books on school safety. Mr. Dorn's evaluation will focus not only on the completeness of the documents, but also on whether they are written in a manner to foster effective application by staff and students under day-to-day normal operating conditions and as appropriate, under actual crisis conditions. Mr. Dorn is a leading expert on school policy formulation in relation to effective school practices, risk management, and how written emergency preparedness plans should be worded so they can be implemented under the highly stressful conditions of actual school crisis events.

This off-site document review and feedback will be used during the on-site assessment to evaluate the physical place and operations through the lens of emergency preparedness and crisis response. This will bridge the off- and on-site evaluation and determine how well plans and procedures translate into practice with staff at various levels in the schools.

## 2. **On-site Assessment**

In concert with the off-site evaluation, Contractor's analysts will visit the schools and support facilities to conduct on-site assessments which include the following:

### 2.1. **Site-Level Assessment**

Utilizing Contractor's comprehensive school climate, culture, safety, security, and emergency preparedness web-based assessment tool utilized to assess thousands of schools around the nation and abroad, Contractor's analysts will visit all 154 MPS schools and support facilities to perform an assessment of the sites. Specifically, the assessment at each site will include the assessment of:

#### 2.1.1. **Physical Security**

The analysts will assess the following areas, but not limited to:

- Traffic safety during arrival or dismissal time
- Perimeter protection measures
- Front entry/security vestibule design concepts
- General playground safety and security (this is not a certified playground inspection)
- General security measures and practices
- The use of natural surveillance, positive territoriality and natural access control in keeping with the principles of crime prevention through environmental design (CPTED)
- Access control systems, procedures and practices
- Crisis communications systems
- Camera surveillance systems, procedures and practices
- Intrusion detection systems, procedures, and practices
- Visitor management systems, procedures and practices
- Interior space management policies and practices
- Presence of potential targeting identifiers that can aid an attacker in locating a victim
- Potential common safety hazards
- Emergency evacuation maps and routes
- Food and beverage security practices
- School climate and culture

When possible, the assessment will also include the evaluation of student supervision at each school. Contractor's the only organization that currently offers advanced level evaluation and training on the topic of student supervision encompassing all areas of the school and student supervision techniques for field trips and emergency situations. This can be a critical aspect as demonstrated by the lack of mass casualties during the active shooter incident at Arapaho High School in Littleton, Colorado. Security cameras documented that proper student supervision practices combined with appropriate drill processes resulted in more than 80 students being sheltered or evacuated from main hallways in less than 7 seconds when the attack occurred.

We can conduct this "walk-through" unannounced per the District's request or announced as in our typical assessments. There are advantages and disadvantages in each approach, so we will work with the District to select the approach that is best suited for the District. If an unannounced assessment approach is selected, the traffic safety during arrival and/or dismissal times at the schools will not be part of the unannounced assessment. Instead, Safe Havens analysts will have to visit the schools at a different visit to conduct this portion.

The assessment often includes areas such as:

- School grounds
- Staff, student, and visitor parking areas
- Student pick-up and drop-off areas
- Building exterior
- Main office and/or lobby areas
- Offices
- A representative sampling of classrooms
- Library/media centers
- Auditoriums
- Science labs
- Gymnasiums
- Locker rooms
- Swimming pools
- Cafeteria/food preparations
- Storage areas
- Boiler rooms/mechanical rooms
- Other unique relevant spaces

The assessment in this project will be limited in scope to general safety, security, and emergency preparedness issues. The assessment will not include:

- Fire code inspections
- Building code compliance inspections
- Inspections of hazardous materials storage or chemistry lab compliance
- Formal playground inspections
- Traffic assessment from an engineering standpoint
- Environmental health and OSHA compliance inspections
- Environmental safety evaluations
- Structural facility integrity or engineering inspections
- Information technology security assessments (such as firewall protection)
- Safety inspections of specific types of systems or equipment (such as boilers and electrical systems)
- Other specialized types of inspections

Though we may occasionally note obvious gaps in some of these areas, this should not be seen as the result of Safe Havens having formally evaluated those areas.

### ***2.1.2. Level of crisis preparedness of school staff***

The analysts will also meet with available building administrators, security personnel, and staff to conduct interviews at each school. The interviews will be designed to afford an opportunity for school officials and staff to express specific safety, security, climate, culture, and emergency preparedness concerns at the school. The interviews will follow a structured approach in which the analysts, utilizing a customized tool, will evaluate the following areas:

- Emergency drills and exercises
- Staff development
- Emergency plan distribution and training
- Documentation of safety efforts

The analysts will also assess the level of emergency preparedness of staff at each school using research-based approaches. Utilizing our customized video and text-based school crisis scenarios, the analysts will conduct a series of 20- to 30-minute interviews with a variety of staff members in various job roles (such as a front office staff and a custodian) to evaluate how well staff have been prepared to make critical life and death decisions in the first 30 seconds of a crisis event. Each employee will typically participate in four to six video and audio scenarios. The results of these simulations will be scored and analyzed to provide a more accurate picture of how well employees in the school can make life and death decisions when they are the first person to become aware of a crisis situation. Our clients have typically found the results of these interviews to be extremely revealing.

Safe Havens is the first, and currently only, school safety service provider to utilize this scenario-based assessment approach to school safety assessments. Scenario-based assessment interviews have proven to be extremely informative for our clients and can identify critical gaps that are missed by traditional assessment approaches like drills, tabletop, functional exercises, and full-scale

exercises (though this method does not replace these other traditional programs). Safe Havens is highly experienced at the evaluation of how school personnel perform under actual crisis conditions.

This portion of the assessment will not be unannounced because the interviews will need to be scheduled in advance so school administrators can arrange to participate.

## **2.2. Strategic-Level Assessment**

In addition to the school-level assessment described above, Safe Havens Executive Director Michael Dorn and one of Safe Havens analysts will visit the District to conduct strategic-level meetings with key District personnel, Board members, if possible, and local emergency management and public safety agencies to obtain a better understanding of safety concerns and issues, if any, at MPS schools as well as to evaluate areas such as:

- Preparedness for emergency situations
- Public safety response capabilities
- Emergency communications capabilities
- Approaches to utilization of security technologies such as cameras and access control systems
- School resource officer/security staffing and deployment during school hours and after-hours
- Security measures for athletic events
- Weapons screening and drug detection programs, if applicable
- Exercise and drill programs
- School safety, security, and emergency preparedness training programs
- Student threat assessment approaches
- Suicide prevention and screening strategies
- Bullying prevention and intervention strategies
- Student disciplinary approaches
- Student supervision policies, procedures, and practices
- Anonymous threat management approaches
- Approaches to background check for employees, volunteers, and contractors
- Prevention and investigation strategies relating to sexual misconduct, grooming and sexual exploitation by students, staff, vendors, and visitors
- Documentation of safety efforts
- Fidelity testing of safety, security, and emergency preparedness approaches
- Student safety, security, and emergency preparedness measures for school bus fleet operations

## **3. Analysis and Recommendation**

The results of the assessments will be incorporated into written reports. A site assessment report for each assessed school or support facility will be provided to the District. Each report will include a completed site survey checklist with a selection of the photos taken during the assessment of the building for illustration and options for consideration for improvement when applicable.

In addition to the individual site reports, we will also provide the District with a written strategic report. While the site reports for individual schools provide opportunities for improvement for each specific assessed school, the strategic report will address opportunities for improvement in safety, security, and emergency management that require organizational-level supportive strategies. This strategic report will include SWOT (Strength, Weakness, Opportunities for improvement, and potential Threats) analysis of current safety, security and emergency preparedness measures and efforts currently in place at MPS schools. The report will also detail options for consideration for improvement as well as suggested priorities for implementation.

This strategic report is focused on helping the MPS leadership to more effectively identify and address concerns that indicate a need for a district-level approach, rather than correction solely at the site level. Our experience has been that it is quite common for the same safety, security, and emergency preparedness concerns to exist in multiple schools in the same educational organization. When this occurs, it is sometimes appropriate for district-level approaches to more effectively address concerns, thus reducing the chances that they will recur in the same, or in additional schools, in the future. Our approach to school safety projects is to help our client organizations create and maintain a sustainable and positive safety and security culture.

As our standard practice, we will provide MPS with the draft of the strategic report. After receiving feedback from the District, if any, we will revise the report, as necessary, and provide the District with the final version of the report. Executive Director Michael Dorn will also visit MPS for one day to provide an oral presentation of the assessment findings and analysis and answer questions regarding the assessment, if any. Safe Havens analysts will also be available for telephone conference calls or e-mails to

clarify assessment findings and/or recommendations, to answer questions and elaborate further on the reports, if needed, at no extra cost.

Contractor shall provide, at its own expense, all personnel, supplies, and equipment required to perform the services under this Contract.

**2. TERM**

This Contract shall be in effect on January 2, 2023 through May 30, 2023.

**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 **\$799,948.00**. This cost is a fixed inclusive cost which includes travel expenses for Contractor’s analysts to perform the services under this Contract.

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 to:

Milwaukee Public Schools  
Department of School Safety  
ATTN: Eduardo Negron, Director  
3841 W. St. Paul Ave  
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the tasks performed based on the following payment schedule:

<b>Billing point</b>	<b>Amount</b>
Upon completion of project planning and scheduling	\$199,987.00
Upon completion of off-site and on-site assessments for all 154 schools and support facilities in MPS	\$199,987.00
Upon delivery of the draft strategic report	\$199,987.00
Upon delivery of the final strategic report and the site reports for all 154 assessed sites	\$199,987.00
<b>Total</b>	<b>\$799,948.00</b>

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. Final invoices must be marked as such.

**4. NON APPROPRIATION OF FUNDS**

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

**5. 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.

#### **6. 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.

#### **7. 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.

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](mailto: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 been 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.

#### **8. 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.

**9. 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.

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

**11. 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. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

**12. 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.

**13. 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.

**14. 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 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 performance of the services provided for under this Contract.

#### **15. 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.

#### **16. 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.
- 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.

#### **17. 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."

#### **18. 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.

#### **19. 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.

#### **20. 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.

#### **21. 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.

#### **22. TIMING**

Time is of the essence in this Contract.

#### **23. 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").

#### **24. FORCE MAJEURE**

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).

#### **25. 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.

#### **26. 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.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

#### **27. 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.

#### **28. 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.

**29. 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.

**30. CONTRACT COMPLIANCE REQUIREMENT**

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 600 hours. The Career Education requirement for this Contract is 10 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 #: V011547 )

**MILWAUKEE BOARD OF SCHOOL DIRECTORS**

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
*Janine Adamczyk, Director  
Procurement & Risk Management*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Safe Havens International, Inc.  
130 Chase Way  
Juliette, GA 31046  
(414) 994-1417

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

Date: \_\_\_\_\_

SSN / FEIN: XXXXXXXXXX

Budget Code:  
SCS-0-S-7C3-SA-ECTS

By: \_\_\_\_\_  
*Robert E. Peterson, President  
Milwaukee Board of School Directors*

Date: \_\_\_\_\_

*Reviewed by Insurance Compliance:*

By: \_\_\_\_\_

Date: \_\_\_\_\_