(Attachment 1)

ACTION ON A REQUEST TO ENTER INTO SUMMER CONTRACTS FOR 21st CENTURY COMMUNITY LEARNING CENTERS (CLCs)

AGREEMENT FOR THE PROVISION OF A SUMMER 2015 COMMUNITY LEARNING CENTER PROGRAM FOR MILWAUKEE'S YOUTH

AGREEMENT entered into this <u>1st</u> day of <u>May</u>, between ______, (hereinafter referred to as "Provider") and Milwaukee Board of School Directors, contracting authority for Milwaukee Public Schools, (hereinafter referred to as "MPS").

WHEREAS, MPS is authorized by sec. 118.001, Stats. to take any board action that is within the comprehensive meaning of its terms and powers if the action is not prohibited by state or federal law; and

WHEREAS, MPS and Provider are desirous of entering into an agreement for the provision of a Summer Recreation Program to provide the environment of a safe place for MPS students and neighborhood children within the city of Milwaukee;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

I. SCOPE OF SERVICES

- A. Operational and Program Standards
 - 1. Provider shall operate a Summer CLC Program, Monday through Friday, between June 22, 2015 and August 28, 2015. No Summer CLC Program shall take place on July 3rd.
 - a) Elementary/K-8 Program Hours and Fees
 - (1) The program time will be 9:00 am to 4:00 pm, Monday Friday with extended drop-off hours of 7:00 9:00 am and pick-up hours of 4:00 6:00 pm.
 - (2) Provider may charge a fee of up to \$10 per week per child to families who utilize the extended drop-off hours of 7:00 9:00 am and pick-up hours of 4:00 6:00 pm. This fee shall be waived for participants who are Wisconsin Shares (W-2) authorized or on an agency scholarship. Provider shall record this revenue on their Summer CLC Cost Report.
 - (3) Provider may charge a one-time registration fee, not to exceed \$100 per child. Additional field trip fees are allowable but may not exceed the price per child of the outing.
 - b) Middle & High Program Hours and Fees
 - (1) The minimum program time will be 11:00 am 5:00 pm, Monday Thursday. Program hours on Friday will vary depending upon field trip schedules.
 - 2. Provider is responsible for sending the site's CLC Site Coordinator and a minimum of three (3) Summer CLC staff to the MPS CLC Summer Program Staff Training, which shall be held on June 6, 2015, at South Division High School from 8:30 am 4:00 pm. Provider is further responsible for providing continual staff training throughout the term of this Agreement.
 - 3. Staffing must be set according to the ratios below, shown as number of staff: number of participants. Participant interaction with caring adults is a key component of the Summer CLC Program. Provider is responsible for ensuring that staff is actively engaged with participants at all times.

Youth ages 3-4 yrs.	Youth ages 4-5 yrs.	Youth ages 5-6 yrs.	Youth ages 6+ yrs.
1:10	1:12	1:17	1:18

Group Max.:	Group Max.:	Group Max.:	Group Max.:
20 with two staff	24 with two staff	34 with two staff	36 with two staff

- 4. Attendance requirements set forth in Appendix B, attached hereto and incorporated by reference, must be maintained over the duration of the program, as identified in § I.A.1. Collection of daily attendance, in the after-school data attendance tracking system, is required and will be monitored on a weekly basis by the MPS CLC Project Team. All attendance must be entered into the attendance tracking system no later than five business days after the last date of the CLC program.
- 5. Each Summer Program shall offer, on a daily basis, engaging recreation enrichment activities in: the arts (dance, drama, pottery, music, etc.); sports and fitness (activities designed to get kids moving and physically active, as well as discussions on health and nutrition); cooperative learning games (noncompetitive in nature); games that provide opportunities to practice basic academic skills such as chess, checkers, puzzles and word games; and experiences that build on a wide diversity of cultural and ethnic groups.
 - a) Elementary/K-8 Program Requirements
 - (1) Academic enrichment programming must be conducted from 9:00 11:30 am, Monday Thursday for all participants in attendance.
 - (2) As part of the regular schedule of academic programming, all elementary and K-8 sites must facilitate, for a minimum of 60 minutes per group each week, the LitART literacy enrichment curriculum for all participants.
 - (3) The SPARK program must be implemented for a minimum of 45 minutes per week for participants ages 5 through 14 years.
 - b) Middle & High School Program Requirements
 - (1) Each site must participate in, and actively recruit participants for a minimum of one Summer EXCEL camp. The minimum attendance requirements for this activity must be met as reflected in the after-school data attendance tracking system. A minimum of one staff member from each site must participate in an informational meeting at the MPS CLC Summer Planning Meeting on April 30, 2015.
- 6. The MPS Division of School Nutrition Services will provide the breakfast and lunch program, which will be offered on a daily basis for all CLC participants, as well as for the community (ages 18 and under). CLC staff are expected to supervise the meal program. Arrangements will also be made for a dinner program to be offered at a limited number of sites.
- 7. Provider agrees to complete the "2015 Summer Community Learning Center Program Proposal", as set forth in Appendix A, attached hereto and incorporated by reference. Provider further agrees to enter all summer activities and field trips into the attendance tracking system by age group. These items are to be completed no later than June 12, 2015. The first disbursement under this Agreement will not be made until all activities are entered into the attendance tracking system and the Program Proposal is completed, reviewed and approved by the MPS CLC Project Team.
- 8. Provider agrees to administer the "Summer Recreation Program Evaluation", as supplied by the MPS CLC Project Team, to a minimum of 50 participants and 40 parents of participants. Provider also agrees to enter all survey results into the attendance tracking system no later than five business days after the last date of CLC programs (hard copies must be retained on site). Final disbursements of summer funds will not take place until survey results have been entered.
- 9. Provider understands that unscheduled visits by MPS's CLC Program Staff, to monitor program operations and review lesson plans, will occur during the course of the program.
- 10. Provider may continue to collect Wisconsin Shares (W-2) funds to supplement its contract award. Five percent (5%) of the Wisconsin Shares (W-2) funds collected must be placed in a central account to pay for administrative fees.

B. Emergencies and Incident Reporting

Provider shall, as soon as reasonably possible following the incident, report all incidents of emergency situations requiring police, fire, or ambulance services to a member of MPS's CLC Project Team. Additionally, Provider shall submit a written incident report within 24 hours of the incident by email or fax to that member of MPS's CLC Project Team.

Provider shall contact CPS and the police department in the event a participant is not signed out by the end of the program by a parent/guardian or other approved individual, if the following are true: 1) a 15 minute window has passed since the end of programs, 2) all parent/guardian and other emergency contacts have been called with no response. Provider must contact a member of MPS's CLC Project Team after the police have been called. A CLC staff member must remain with the child until signed out by a parent/guardian, approved individual or police.

II. FACILITIES

- B. MPS will provide, in order to replenish supplies used for the operation of the Summer Recreation Program: one case of toilet paper; two bottles of 3M Neutral Cleaner Concentrate; and one case of plastic garbage can liners.
- C. Facility shall be responsible for providing: brooms and cleaning supplies; the cleaning and removal of garbage from bathrooms, corridors, gymnasium, libraries, (if used) and the cafeteria; and a second shift Building Operation's staff member to lock the building after the program ends at 6:00pm.
- D. Provider shall be responsible for cleaning and maintaining classrooms utilized for the program on a daily basis. This includes, but is not limited to: sweeping floors; cleaning table surfaces; and the collection of garbage from all rooms used.
- E. Building Usage
 - 1. Provider shall use the MPS Facility provided for under this Agreement only for the purposes of operating the Summer Recreation Program and in accordance with MPS's published Policies and Procedures.
 - 2. Provider, its agents, employees, and/or participants enrolled in the program shall have the right to use the entrances and corridors necessary to secure access to the Facility provided. This right of use shall extend to the restroom facilities located nearest to where the program in being conducted. Such use shall be in common with MPS, its agents, employees, members of the public, and/or other providers.
 - 3. Provider shall have access to a telephone.
 - 4. Provider shall make no alterations, additions or improvements to the fixed equipment and building structure of the Facility.
 - 5. Provider shall quit and deliver up possession of the utilized Facility peaceably and quietly at the ending date of this Agreement in the same condition as the Facility was in at the commencement; reasonable wear and tear excepted. MPS shall not be responsible for any damage, theft or other loss of property belonging to the Provider, its agents, and/or employees. Any personal property owned by Provider, its agents, and/or employees and not removed from the Facility at the end of the Agreement shall become the property of MPS, to be handled at MPS's sole discretion.

- 6. Provider shall hold MPS and its agents, representatives, successors, and assigns harmless from any liability, claim, or damages caused by the acts or omissions of the Provider, its staff, agents, representatives, successors, and/or assigns in the performance of the activities covered by this Agreement.
- 7. Provider shall be liable to MPS for any damage, except for reasonable wear and tear, to property of MPS resulting from the acts of Provider, its agents, employees, and/or participants during the regular hours of the Summer Recreation Program. In the event of such damage, MPS shall complete all repairs required as a result of said damage, but Provider shall be solely responsible for all costs of repair.
- 8. Provider shall have no right to assign, mortgage, or pledge this Agreement or to sublease any portion of the Facility.
- 9. Provider shall adhere to any emergency procedures that may be required by MPS.
- 10. Provider shall meet, or exceed, all federal, state, and local laws, regulations, and ordinances and shall meet the standards set by any federal, state, or local agency which may have regulatory or administrative control over Provider, and the activities covered by this Agreement. The failure of Provider to meet such standards shall result in the automatic termination of this Agreement.

F. Parking

- 1. MPS shall provide parking spaces at the Facility to Provider, its officers, agents, employees and visitors under such restrictions as MPS may, from time to time, determine, including the requirement that priority in parking space assignment shall be given to MPS's use of the Facility and the requirement that all of Provider's vehicles and those of its officers, agents, employees and visitors be removed from the Facility's parking lot daily and immediately after the conclusion of the Summer Recreation Program.
- 2. When parked in the Facility's parking lot, MPS shall not be responsible for any damage to Provider's vehicles or those vehicles of Provider's officers, agents, employees and/or visitors.

III. COMPENSATION

- A. MPS shall make disbursements to Provider for meeting the program requirements outlined in this Agreement, provided that Provider has complied with all MPS's fiscal requirements and has supplied all records and reports requested by MPS and mandated by this Agreement, attached hereto as Appendix C and incorporated by reference. MPS shall have thirty (30) days from receipt of the Provider's properly submitted "Summer Cost Report" to reimburse approved expenditures.
- B. The funds available to Provider under this Agreement will be disbursed as follows, and as outlined in Appendix B,:
 - Fifty percent (50%) of total funds will be disbursed upon MPS's execution of this Agreement, provided that the Provider has submitted: this Agreement signed by Provider's authorized signatory; its "Community Learning Center Program Summer Budget 2015"; its 2015 Summer Community Learning Center Program Proposal; and a Certificate of Insurance which complies with the requirements of Section VII of this Agreement.
 - 2. The remaining portion of the total funds will be disbursed, at the conclusion of the Summer Recreation Program, provided MPS receives and approves:
 - An "Attendance Summary Report", as retrieved from the attendance tracking system, indicating the program has met the minimum attendance requirements. All attendance must be entered into the attendance tracking system no later than five business days after the last date of the CLC program;
 - Survey results from the program evaluations administered to participants and parents, entered into the attendance tracking system no later than five business days after the last date of the CLC program; and
 - "Summer Cost Report", which is due no later than September 25, 2015.
 - 3. Provider shall include the following documentation in its Summer Cost Report:

- Legible copies of all paid receipts and/or invoices submitted for reimbursements, identifying: name of vendor; item of purchase; amount spent; and quantity and date of purchase. The date of purchase must coincide with the period in which the reimbursement is requested. Receipts should also be accompanied by a written description of the purpose of the purchase(s);
- Copies of organizational checks used for payment of authorized expenses; and
- Copies of payroll ledger forms and other relevant data such as identifying payee, check number, hourly rate, gross wages and authorized deductions.
- 4. Provider shall have each Summer Cost Report signed by the authorized organizational officer and identify the name and telephone number of the person responsible for its preparation.
- 5. Provider shall assure that its Summer Cost Report and its attendant documentation are legible, clear and organized in their submission, recognizing that any required document that isn't submitted or is in error will reduce or delay the disbursement requested.
- C. Fiscal Requirements
 - 1. Provider agrees to spend all funds received under this Agreement in accordance with the authorized cost categories identified in Appendix C.
 - 2. Provider shall maintain, for three years after the termination of this Agreement, adequate source records including, but not limited to: invoices; payroll records; time sheets; and receipts.
 - 3. Provider shall use appropriate cash management procedures so that public funds disbursed under this Agreement are discernible from other funds.
- D. If expenditures do not exceed the amount disbursed in the initial disbursement under this Agreement, Provider will return the overpayment within 30 days of notice by MPS. A maximum of \$2,500.00 of the funds disbursed under this Agreement may be used by Provider for those "Administrative Cost"s identified in Appendix C.
- E. Revenue Generated Activities and Wisconsin Shares (W-2) Child Care Subsidies
 - 1. Provider shall maintain adequate source records relating to revenue-generating activities, (*i.e.*, extended care and field trip fees), and include documentation of all funds collected on the Summer 2015 Monthly Cost Report.
 - 2. All funds generated through the collection of Wisconsin Shares (W-2) child care subsidies shall be monitored by MPS.
- F. In partnership with the Hunger Task Force, a limited number of locations will receive funds to extend recreation programming in high-need areas to ensure youth continue to avail themselves of the summer meal program. Should Provider accept these funds, Provider agrees to follow the program terms as outlined in this Agreement for the duration of the program.
- G. Force Majeure

MPS will not be liable to pay Provider for any and all work that Provider 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).

IV. TRANSPORTATION/FIELD TRIPS

- A. There will be no transportation provided for the Summer Recreation Program.
- B. Participants must be offered a minimum of one field trip per week by Provider. Provider may charge a weekly field trip fee, as specified in § I.A.1(a)(3). This fee shall be waived for participants who are W2 authorized or on an agency scholarship. Field trip revenue must be recorded on the "Summer Cost Report". One-time field trip

expenditures exceeding \$10 per participant for admissions will require prior approval from Brian Litzsey, available via phone at 475-8941.

C. While strict compliance with MPS's Administrative Policy and Procedure 7.30, "Field Trips and Excursions", is not required, field trips should comply with the "General Principles" found in Policy 7.30(1). Any activity which is specifically prohibited in Procedure 7.30, *e.g.*, trips to Great America and other amusements parks, is not permitted. Any safety requirement found in Procedure 7.30, *e.g.*, transportation by bonded carrier when possible, should be observed.

V. ADDITIONAL RESPONSIBILITIES OF PROVIDER

- A. Provider is an independent Provider and is not an agent, servant, or employee of MPS. Provider's engagement with MPS is limited solely to the operation of the Summer Recreation Program as outlined in this Agreement. Provider shall employ a sufficient number of qualified and properly-trained staff to effectively carry out the Summer Recreation Program. Any staff member that is not reasonably acceptable to MPS shall be removed by Provider from said staff member's assignment to MPS's Summer Recreation Program. MPS may request such removal at any time, in its sole discretion.
- B. In the performance of work under this Agreement, Provider shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, or handicap, which shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Provider will post in conspicuous places, available for employees of Provider and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- C. Provider shall adhere to the City of Milwaukee's livable wage policy, as adopted by MPS, that requires Provider to pay its adult employees an amount equal to the hourly wage as set forth in the current City of Milwaukee livable wage policy High school students are exempt from the livable wage policy but must be paid, at a minimum, the current federal minimum wage rate. As of March 1, 2015, the base wage required, per City of Milwaukee Ordinance 310-13, is \$10.66. The Ordinance provides for annual review of the wage rate, but it is the Provider's responsibility to be aware of any change in the wage rate during the term of this Agreement.
- D. A criminal information background check is required for all persons, including volunteers, providing services under this Agreement. The purpose of these background checks is to ensure there is nothing that would render any person(s) unfit to perform services under this Agreement where there is contact and/or access to children. MPS will, in its sole discretion, determine whether there is anything in a background check that would render a person unfit to work with children. Provider has two options for completion of the criminal information background checks:
 - 1. MPS will perform the necessary criminal information background checks. Should Provider choose this option, Provider must contact MPS's Department of Employment Relations at (414) 475-8280 to obtain the necessary forms. All forms must be filled out and submitted no later than June 10, 2015.
 - 2. Provider may perform its own criminal information background checks through the Wisconsin Department of Justice Crime Information Bureau ("CIB"). If applicable, Provider must also perform a criminal information background check for any state where the individual in question has resided for at least six months in the last five years and was 18 years old or older at the time. Should Provider choose this option, Provider shall then provide all completed criminal background checks to MPS's Department of Employment Relations no later than June 10, 2015.

- E. Based on the results of these criminal information background checks, MPS shall immediately notify Provider of the individual(s) with a conviction(s) who, based on MPS standards, will not be allowed to have contact with participants or children in the Summer Recreation Program.
- F. For purposes of this Agreement, a volunteer is any non-paid person who provides services on a regular and ongoing basis for more than five hours a week. Provider shall use good judgment in accepting the services of a volunteer, and shall be familiar with the volunteer before accepting services of that volunteer for the Summer Recreation Program.
- G. In the event Provider hires, or accepts as a volunteer, any individual during the term of this Agreement to provide services under this Agreement, the requirements of Section V.D. must be fulfilled before said individual is allowed to have contact with children participating in the Summer Recreation Program.
- H. Provider agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program. A copy of such program shall be produced by Provider upon request by MPS. The program shall set its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of Provider's work force, where these groups may have been previously under-utilized and under-represented. Provider also agrees, in the event of any dispute as to compliance with the aforestated requirements, it shall be Provider's burden to show it has met all such requirements.
- I. When a violation of the non-discrimination, equal opportunity and/or affirmative action provision of this Agreement has been determined by MPS, Provider shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.
- J. If, after notice to Provider of a violation of the non-discrimination, equal opportunity and/or affirmative action provision of this Agreement, further violation of those provisions are committed during the term of the Agreement, MPS may terminate the Agreement without liability for any remaining funds which may be disbursed. MPS, at its sole discretion, may permit Provider to complete the Agreement. In the case of any violations of these provisions, Provider may be ineligible to participate in future contracts with MPS.

VI. INDEMNITY

Notwithstanding any references to the contrary, Provider assumes full liability for all of its acts and/or omissions in the performance of this Agreement, as well as the acts and/or omissions of any of its subproviders, employees, and/or agents. Provider shall defend, 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 Provider's performance under this Agreement, or that may result from the carelessness or neglect of said Provider, its employees and/or agents. 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 Provider, against such persons, firms or corporations carrying out the provisions of the Agreement for Provider, Provider 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.

VII. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Provider understands and agrees that financial responsibility for claims or damages to any person, or to Provider's employees and agents, shall rest with Provider. Provider shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, Commercial General Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella (excess) Liability to support such financial obligations. The indemnification obligation of Provider, 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 Provider by MPS shall be:

INSURANCE TYPE	MINIMUM LIMIT
Workers' Compensation	As defined by Wisconsin state statutes
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Professional Liability*	\$1,000,000 per occurrence
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$4,000,000 per occurrence
School Leaders' Errors and Omissions**	\$1,000,000 per occurrence/\$2,000,000 aggregate
Fidelity Bond/Crime Insurance	Value of the Agreement

*Professional liability insurance may be used in lieu of School Leaders' E&O (or Directors' and Officers') insurance only if Provider is a one-person Independent Contractor.

**Directors' and Officers' insurance may be used in lieu of School Leaders' E&O provided that the insurance company shows written proof that all employees and volunteers are protected by the coverage.

Commercial General Liability shall be on an occurrence form covering the risks associated or arising out of the services provided under this Agreement. This insurance is not to have any exclusions, sub-limits, or restrictions as respects coverage for sexual abuse and molestation, corporal punishment, athletic events, and use of gymnasium equipment.

"The Milwaukee Board of School Directors" shall be named as an additional insured under Provider's general liability insurance and umbrella liability insurance. Evidence of all required insurances of Provider shall be given to MPS along with this signed Agreement. A Certificate of Insurance evidencing all required coverage shall include a statement that MPS shall be afforded a 30-day written notice of cancellation, non-renewal or material change in coverage for the duration of this Agreement. Insurance companies must be acceptable to MPS and must have a current A.M. Best rating of A- or better.

VIII. BREACH BY PROVIDER

It is mutually agreed the breach of this agreement on Provider's part will result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this agreement on Provider's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

IX. TERM AND TERMINATION BY MPS FOR VIOLATIONS BY PROVIDER

The term of this Agreement commences on May 1, 2015 and ends on August 28, 2015. This agreement is contingent upon the approval of the Milwaukee Board of School Directors. Except as otherwise provided hereunder, if Provider fails to fulfill its obligations under this Agreement or violates any of such provisions, MPS shall thereupon have the right to terminate this Agreement by giving five days written notice of termination, specifying the alleged violations, and effective date of termination. This Agreement shall not be terminated if, upon receipt of the notice, Provider promptly cures the alleged violation(s) prior to the end of the five-day period. 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 Provider for use in completing, the Agreement.

X. UNRESTRICTED RIGHT OF TERMINATION BY MPS

MPS further reserves the right to terminate this Agreement at any time, for any reason, by giving Provider five days written notice by Certified Mail of such termination. In the event of said termination, Provider shall reduce its activities hereunder

as mutually agreed to, upon receipt of said notice. Upon said termination, disbursements shall be made to Provider for all services rendered through the date of termination. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Agreement. Nothing in this, or any other, section shall prevent MPS from immediately terminating this Agreement if it determines, in its sole discretion, that continuing this Agreement would cause an immediate and incurable threat to the safety of the participants in the Summer Recreation Program.

XI. ASSIGNMENT LIMITATION

This Agreement 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.

XII. PROHIBITED PRACTICES

- A. Provider, during the period of this Agreement, shall not hire, retain or utilize for compensation any member, officer, or employee of MPS or any person who, to the knowledge of Provider, has a conflict of interest.
- B. Provider hereby attests it is familiar with MPS's Code of Ethics which states, in part, "An 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".

XIII. NOTICES

Notices to MPS provided for in this Agreement shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed as indicated below, with an electronic copy to racekh@milwaukee.k12.wi.us. Notices to Provider shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed as indicated below.

TO: MOLLY BARRETT, DIRECTOR	To: <u>PROVIDER</u> :
MILWAUKEE PUBLIC SCHOOLS	
Division of Recreation & Community Services	
5225 W. Vliet Street, Room 162	
Milwaukee, WI 53208	

XIV. AUTHORIZATION

The validity, construction, enforcement and effect of this Agreement shall be governed by the laws of the State of Wisconsin. All covenants contained herein are severable, and in the event any of them shall be held invalid by any competent court or agency, this agreement shall be interpreted as if such invalid covenants were not contained herein.

XV. APPENDICES

The following documents are hereby made a part of this Agreement and Provider agrees to abide by all the terms and conditions contained therein.

Appendix A..... 2015 Summer Community Learning Center Program Proposal

Appendix B 2015 Summer CLC Attendance Requirements

Appendix C Collection of 2015 Summer CLC Fiscal Forms

In the event of an inconsistency or ambiguity between this Agreement and any appendix, it is the intent of the parties that the Agreement shall control.

APPROVED: Milwaukee Board of School Directors	APPROVED: Community Learning Center PROGRAM PROVIDER	
Michael Bonds, President Milwaukee Board of School Directors	Provider Board President	
Date:	Date:	
Darienne Driver, Ed.D. Superintendent of Schools	Provider Executive Director	
Date:	Date:	
	Contract Amount: \$	
DR OFFICE USE ONLY		
ıdget Code:	R	
ıdget Code:		

NOTE: BUDGET CODES THAT ARE NOT LOCAL SCHOOL BUDGET CODES, MUST BE APPROVED BY APPROPRIATE DEPARTMENT OR PROGRAM ADMINISTRATOR.

This contract is not enforceable until signed by the Department of Finance. <u>Disbursements will not be made on any contract not on file in the Department of Finance.</u> A minimum of fifteen business days is required for approval.

Approved as to appropriate use of a professional service contract form, and independent contractor status by Department of Finance.

By: _____

Budget Code: _____

Date_____

Reviewed by Division of Insurance and Risk Management.

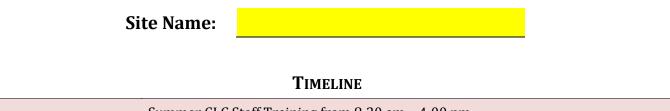
By: _____

Date_____



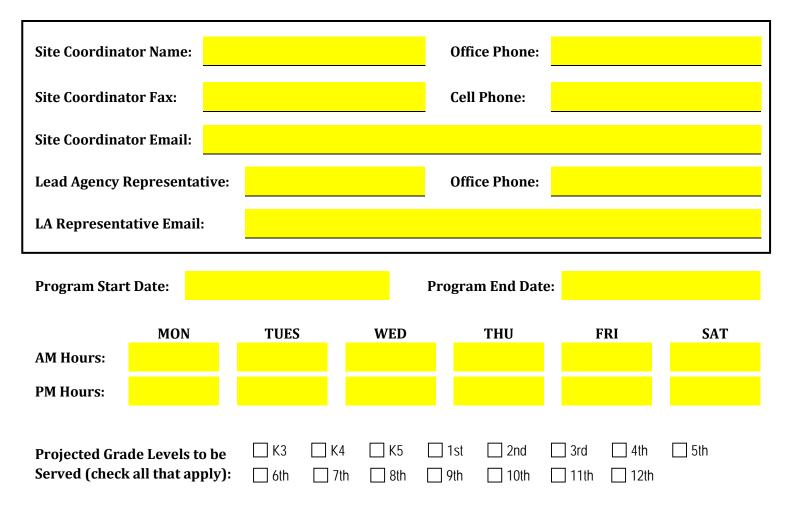


2015 Summer Community Learning Center Program Proposal



June 6, 2015:	Summer CLC Staff Training from 8:30 am – 4:00 pm Location: South Division High School	
May 29, 2015:	Summer Budget is due to Ashley Adsit.	
Prior to June 12, 2015 :	Summer Program Proposal is due to your designated MPS Project Team Member.	

SUMMER CLC SITE INFORMATION



2015 Summer CLC Staff Roster

Directions: Staff to student ratios should abide by the following standards <u>and</u> maximum group sizes:

Youth ages 3-4 yearsYouth ages 4-5 yearsYouth ages 5-6Youth ages 6+1:101:131:171:18Group Max.: 20 with two staffGroup Max.: 26 with two staffGroup Max.: 34 with two staffGroup Max.: 36 with two staff

Name:	Position:	Projected Hours Per Week:
1.		
2.		
3.		
4.		
5.		
6.		
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21.		
22.		
23.		
24.		
25.		

CLC Summer Weekly Theme & Field Trip Information

Directions: Please list the weekly themes the CLC will incorporate into summer activity planning. Include any field trips the site will take each week (related and unrelated to the weekly theme). Friday field trips are encouraged and listed below, however if your site elects to hold a field trip(s) on a different day, please list in the blank space provided. **Note:** See the Theme Week Suggestions sheet and Recommended Field Trip document.

Week	Weekly Theme	Field Trip Location	Date	Time	Grade Level Attending
June 22-26	-		June 26, 2015		
June 29-July 2			July 2, 2015		
July 6-10	-		July 10, 2015		
July 13-17	-		July 17, 2015		
July 20-24	-		July 24, 2015		
July 27-July 31	-		July 31, 2015		
Aug. 3-7	-		Aug. 7, 2015		
		Additional Weeks, Themes	& Field Trips:		

2015 CLC Summer Staff Development Plan

Directions: Describe the staff development topics or areas that will be offered by the following CLC partners: the CLC Lead Agency, Day School, CLC staff (Site Coordinator, Program leaders), and/or other partners. Per the CLC Contract, suggested staff development topics include: CPR/First Aid Training, effective discipline strategies, recreation activities, academic support, youth development, communication skills, etc.

Training Topic (Suggested)	Check if this topic will be covered	Data at	Number of staff that will be trained	Organization/Individuals providing the training
CPR				
First Aid				
Behavior Management Strategies				
Program Planning				
Lesson Plan Design & Implementation				
Maintaining High Quality Programming & Staff Interaction				

Additional Training Topics covered during <u>Site</u> Summer In-Services	Date of Training	Number of staff that will be trained	Organization/Individuals providing the training

2015 Summer CLC Sites

Cite	Dreneoed Dates	Projected Average	Dudget	Initial	*Final Payment	Based on Overall
Site	Proposed Dates	Daily Attendance	Budget	Payment	Average Dai	ly Attendance
					60-79	80-100
Allen-Field	June 22 - August 14	100	\$40,000	\$20,000	\$10,000	\$20,000
Audubon	June 22 - July 31	100	\$30,000	\$15,000	\$7,500	\$15,000
*Auer	June 22 - August 14	100	\$35,000	\$17,500	\$8,750	\$17,500
Bay View	June 22 - July 31	100	\$30,000	\$15,000	\$7,500	\$15,000
*Bethune	June 22 - August 14	100	\$35,000	\$17,500	\$8,750	\$17,500
Bradley Tech	June 22 - July 31	100	\$30,000	\$15,000	\$7,500	\$15,000
Brown St.	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
*Browning	June 22 - July 31	100	\$35,000	\$17,500	\$8,750	\$17,500
Carson	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
Carver	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
Cass	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
*Clarke	June 22 - August 14	100	\$35,000	\$17,500	\$8,750	\$17,500
Doerfler	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
Eighty-First St.	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
Engleburg	June 22 - August 14	100	\$40,000	\$20,000	\$10,000	\$20,000
*Fifty-Third St.	June 22 - August 14	100	\$35,000	\$17,500	\$8,750	\$17,500
Fratney	June 22 - August 14	100	\$40,000	\$20,000	\$10,000	\$20,000
*Gaenslen	June 22 - August 14	100	\$35,000	\$17,500	\$8,750	\$17,500
Grantosa	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
*Greenfield	June 22 - July 31	100	\$35,000	\$17,500	\$8,750	\$17,500
Gwen T. Jackson	June 22 - August 14	100	\$40,000	\$20,000	\$10,000	\$20,000
Hayes Bilingual	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
Holmes	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
*Hopkins-Lloyd	June 22 - July 31	100	\$35,000	\$17,500	\$8,750	\$17,500
James Madison	June 22 - August 14	100	\$30,000	\$15,000	\$7,500	\$15,000
*Kagel	June 22 - July 31	100	\$35,000	\$17,500	\$8,750	\$17,500
Keefe	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
LaFollette	June 22 - August 14	100	\$40,000	\$20,000	\$10,000	\$20,000
Lincoln Middle	June 22 - July 31	100	\$30,000	\$15,000	\$7,500	\$15,000
Longfellow	June 22 - August 14	100	\$40,000	\$20,000	\$10,000	\$20,000
*M.L. King	June 22 - August 14	100	\$35,000	\$17,500	\$8,750	\$17,500
Maple Tree	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
MHSA	June 22 - July 31	100	\$30,000	\$15,000	\$7,500	\$15,000
Mitchell	June 22 - August 14	100	\$40,000	\$20,000	\$10,000	\$20,000
North Division	June 22 - August 14	100	\$30,000	\$15,000	\$7,500	\$15,000
*Pierce	June 22 - August 14	100	\$35,000	\$17,500	\$8,750	\$17,500
Riley	June 22 - August 28	100	\$40,000	\$20,000	\$10,000	\$20,000
Riverside	June 22 - July 31	100	\$30,000	\$15,000	\$7,500	\$15,000
*SCTE/Obama	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
*Sherman	June 22 - July 31	100	\$35,000	\$17,500	\$8,750	\$17,500
Siefert	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
South Division	June 22 - July 31	100	\$30,000	\$15,000	\$7,500	\$15,000
Story	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
Thurston Woods	June 22- July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
*Townsend	June 22 - July 31	100	\$35,000	\$17,500	\$8,750	\$17,500
Vieau	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$20,000
Washington	June 22 - July 31	100	\$30,000	\$15,000	\$7,500	\$15,000
Wedgewood Park	June 22 - July 31	100	\$30,000	\$15,000	\$7,500	\$15,000
Westside	June 22 - July 31	100	\$40,000	\$20,000	\$10,000	\$10,000
*Zablocki	June 22 - August 14	100	\$35,000	\$17,500	\$8,750	\$20,000
* Denotes Summer		100	φ00,000	ψ17,000	Ψ0,100	φ17,000

* Denotes Summer Academy Site

All Final Disbursements will be based on a site's Average Daily Attendance from June 29 - July 31, 2015

Return by September 25, 2015 to: Milwaukee Recreation Division Attention: Ashley Adsit 5225 W. Vliet St., Room 162 Milwaukee, WI 53208

21st Century Community Learning Centers (CLCs) Summer Cost Report

CLC Location:	
Lead Agency:	
Contract Amount:	
Total Program Budget:	
Report #:	
Current Report from:	to
Prepared by:	
Date:	

2015 Summer CLC

Cost Category	Budget To Date	vious Month Exp / Rev	rrent Month o / Revenue	Cost / Rev To-Date	Budget Balance
Personnel (Full & Part-Time) Gross Salary	\$-	\$ -	\$ -	\$ -	\$ -
Fringe Benefits (Full & Part-Time) Employer Paid	\$-	\$ -	\$ -	\$ -	\$ -
General Services: Snacks, Admissions, Family meals	\$-	\$ -	\$ -	\$ -	\$ -
Office Supplies & Materials	\$-	\$ -	\$ -	\$ -	\$ -
Program Supplies & Materials	\$-	\$ -	\$ -	\$ -	\$ -
Equipment Purchase	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Rental	\$-	\$ -	\$ -	\$ -	\$ -
Contractual Services	\$-	\$ -	\$ -	\$ -	\$ -
Transportation (Contracted busses and leases)	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Costs (Limit \$2,500)	\$-	\$ -	\$ -	\$ -	\$ -
SUB-TOTALS:	\$-	\$ -	\$ -	\$ -	\$ -
CLC Program Revenue:	\$-	\$ -	\$ -	\$ -	\$ -
TOTALS:	\$ -	\$ -	\$ -	\$ -	\$ -

I certify that the information contained in this report is correct, is recorded as such on the books of this agency, and that the expenditures reflected herein were made in accordance with conditions of the agreement of this agency with MPS.

Return by September 25, 2015 to: Milwaukee Recreation Division Attention: Ashley Adsit 5225 W. Vliet St., Room 162 Milwaukee, WI 53208		nmer WI Sh	ares Cost Re	port
			For Use	by MPS Finance
CLC Location:				
Lead Agency:				
Contract Amount:				
Total Program Budget:				
Report #:				
Current Report from:	to			
Prepared by:				
Date:			Accepted and Author	ized by MPS Project Coordinator.
			Signature:	Date:

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2015 Summer CLC - WI Shares

Cost Category	Budget To Date	is Month / Rev	 ent Month Revenue	 st / Rev o-Date	Budget alance
Personnel (Full & Part-Time) Gross Salary	\$-	\$ -	\$ -	\$ -	\$ -
Fringe Benefits (Full & Part-Time) Employer Paid	\$-	\$ -	\$ -	\$ -	\$ -
General Services: Snacks, Admissions, Family meals	\$-	\$ -	\$ -	\$ -	\$ -
Office Supplies & Materials	\$-	\$ -	\$ -	\$ -	\$ -
Program Supplies & Materials	\$-	\$ -	\$ -	\$ -	\$ -
Equipment Purchase	\$-	\$ -	\$ -	\$ -	\$ -
Equipment Rental	\$-	\$ -	\$ -	\$ -	\$ -
Contractual Services	\$-	\$ -	\$ -	\$ -	\$ -
Transportation (Contracted busses and leases)	\$-	\$ -	\$ -	\$ -	\$ -
Administrative Costs (Limit \$2,500)	\$-	\$ -	\$ -	\$ -	\$ -
SUB-TOTALS:	\$-	\$ -	\$ -	\$ -	\$ -
CLC Program Revenue:	\$-	\$ -	\$ -	\$ -	\$ -
TOTALS:	\$ -	\$ -	\$ -	\$ -	\$ -

I certify that the information contained in this report is correct, is recorded as such on the books of this agency, and that the expenditures reflected herein were made in accordance with conditions of the agreement of this agency with MPS.

CLC Schedule of Paid Costs Monthly Report

Project Name: Account No.: 21st Century CLC		Account No.:	Budç	jet Cost Cat	egory:	Cost Report Number			
		To Be Completed by Project Operator	-				To be Computed by MPS		
Check No.	Date	Payee Description/Purpose of Purchase	Total Amount	% Claimed	Amount Claimed	Adjustments Amount	Reimbursed		
		Budget Category Total							

COMMUNITY LEARNING CENTER PROGRAM SUMMER BUDGET

Personnel - Direct	Pay Rates	Hrs Per Day	Hours Per Week	# Program Weeks	Totals
Site Coordinator					
Security Monitor					
Security Monitor					
Data Entry Clerk					
CLC Summer Academic Enrichment Positions					
1					
2					
3					
4					
5					
6 CLC Summer Recreation Enrichment Position	S				
7					
8					
9					
10					
11					
12					
13					
14					
Fringe Benefits - Direct	Give Detailed	description			Totals
Insurance					
Retirement					
Social Security					
Unemployment					
Workers Compensation					
General Services- Direct	Give Detailed	description			Totals

COMMUNITY LEARNING CENTER PROGRAM SUMMER BUDGET

Field Trips		
Particpant Nutritious Snacks/Meals		
Program Advertising and Printing		
Staff Training		
Staff / Participant Travel		
Family Events		
Program Supplies - Direct	Give Detailed description	Totals
Instructional Materials		
Program Materials		
Course / Activity Supplies		
Staff / Participant Apparel		
Computer Software		
Office Supplies - Direct	Give Detailed description	Totals
General Office Supplies		
Equipment Supplies		
Program Publications & Periodicals		
Program Subscriptions/Books		
Mailings / Postage		
Duplication		
Other (specify)		
Equipment Purchases - Direct	Give Detailed description	Totals

COMMUNITY LEARNING CENTER PROGRAM SUMMER BUDGET

Computer / Printers		
Copier / Fax / Machine		
Photographic		
Furniture		
Audio		
Telephone / Answering Machines		
Equipment Rental - Direct	Give Detailed description	Totals
Audio / Visual		
Furniture		
DJ Equipment		
Contractual Services - Direct	Give Detailed description	Totals
Program Consultants		
Subcontracted Services		-
Transportation - Direct	Give Detailed description	Totals
Contracted busses and leases		
Administrative Costs - In-direct	Give Detailed description	Totals
* See Cost Categories		
Please Note: When completing this budget be	as specific as possible and If necessary attach additional pages for justifications.	

CLC Schedule of Revenue Resources Summer Report

Project Name: 21st Century CLC			Cost Report Number			
	To Be Completed by Project Operator		To B	e Completed by MPS		
		Total	Adjustments			
Date		Amount	Amount	Reimbursed		
Budget Ca	ategory Total	\$-				

CLC COST CATEGORIES

CATEGORY	DESCRIPTION
Personnel (Direct)	 Direct Program Employee's Salary / Wages Expense
Fringe Benefits	Insurance (Disability, Health & Dental, Life)
(Direct)	Medicare
	Retirement
	Social Security
	 Unemployment Compensation
	 Workers Compensation
General Services	Event / Activity Admission Fees
(Direct)	Participant Nutritious Snacks & Meals
	Program Advertising and Printing
	Staff Training
	 Staff / Participant Travel (In-State or Out-of-State)
Program Supplies	Instructional Materials
(Direct)	Program Materials
	 Course / Activity Supplies (i.e., art, recreation, athletic, etc)
	 Staff / Participant Apparel (must include CLC reference and/or logo)
	Computer Software
Office Supplies	 General Office Products & Consumable Supplies
(Direct)	 Equipment Supplies (i.e., computer, copier, etc.)
	• Other (specify)
	Program Publications & Periodicals
	Program Subscriptions/Books
	Mailings / Postage
	Duplicating
Equipment	Computer / Printer
Purchase (Direct)	Copy/Fax Machine
	Photographic
	► Furniture
	► Audio
	Telephone/Answering Machine
Equipment Rental	Audio /Visual
(Direct)	► Furniture
	DJ Equipment
Contractual	 Subcontracted Services
Transportation	 Contracted Busses and Leases
(Direct) Administrative	A percentage of Provider's Indirect Administrative Staff Cost
	 A percentage of Provider's Indirect Administrative Staff Cost Bookkeepen / Accounterst fees for properties and maintaining program records hudget cost
Cost (Indirect)	 Bookkeeper / Accountant fees for preparing and maintaining program records, budget, cost Conservable Account fees for preparing and maintaining program records, budget, cost
	 Consumable Agency Supplies used for CLC functions Duration And its and interview form
	 Program Audit and insurance fees Criminal Parl annual Charles for Parlaments Suff.
	Criminal Background Checks for Program Staff
	Employee Drug Screening & Health Screening

NOTE:

All cost reimbursement requests must be directly related to services provided to and/or for the authorized participants

of the 21st Community Learning Center Summer Program.

ADMINISTRATIVE COSTS:

In-direct costs that are incurred by the Provider in operating and administrating the CLC program and are not with direct program services. These costs can be, but are not limited to, administrative expenses, (e.g., bookkeeping, accounting, insurance, criminal background checks, auditing) or a percentage of staff's salary/wages for supervision of CLC programs. These costs must be identified and submitted to MPS as part of the CLC Program Budget. The maximum amount for administrative costs is limited to \$2,500 of all other documented subsequent grants (including revenue generating activities and Wisconsin Shares funds).

CONTRACTUAL SERVICES:

Costs associated with the purchase of professional services or advice, under a contract by a firm or individual not employed by the Provider. This service or advice shall be required for the successful operation of a CLC program and can include expenses for hiring consultants or program subcontractors. (Note: Provider has the sole responsibility for ensuring that proper contract/procurement procedures are used in securing contracts and that all relevant legislation pertaining to non-discrimination and "fairness" is followed.). Provider shall also be responsible for submitting copies of all subcontracts and professional service agreements that cost reimbursements will be requested for prior to, or along with the Summer Cost Report which requests such reimbursement.

EQUIPMENT PURCHASE:

Equipment purchases made with CLC funds should be related to the objectives of the CLC program. Costs associated with the purchase of tangible personal property that have a unit acquisition cost equal to or over one hundred dollars (\$100) and a useful life of one year or longer. Equipment purchases must be pre-approved by MPS and shall be purchased for the Provider's program usage only. All equipment remains the sole property of MPS and shall be identified by an inventory number that is tagged on any equipment purchased with CLC funds and is made a part of the Provider's end of the year report to MPS.

EQUIPMENT RENTAL:

Costs associated with the rental of tangible personal property having a unit acquisition cost equal to or over one hundred dollars (\$100). Equipment must be rented for the sole purpose or usage by the Provider in carrying out the goals and objectives of the 21st Century Community Learning Center program.

FIELD TRIP GUIDELINES:

The Provider shall be limited to a maximum of \$2,000.00 to cover field trip expenses per contract period. Providers may collect fees from program participants to offset the cost of each field trip.

FRINGE BENEFITS:

Benefits that employers provide in an employee's compensation package. They can include, but are not limited to, costs of leave, insurance, social security contribution, Medicare contribution, pensions, unemployment benefits plans, retirement, etc.

GENERAL SERVICES:

Identified and documented costs paid for services provided to and/or for 21st Century Community Learning Center participants in the fulfillment of the CLC program goals and objectives. These costs can be event/activity admission fees, "nutritious" snacks & meals, program advertising,

OFFICE SUPPLIES:

Identified and documented costs associated with the purchase of basic office accessories, publications, subscriptions and supplies, including paper materials and supplies used for copiers / computers. Printing and postage expenses are also included in this category.

PERSONNEL:

Compensation (salary or wages) provided to program employees for services rendered in the operation of the 21st Century Community Learning Center (CLC) Program. Documentation submitted, shall include information on employee's pay rate, hours, pay period, check number and authorized deductions.

PROGRAM FEES/REVENUE GENERATING ACTIVITIES:

• The Provider shall maintain adequate source records relating to program fees and revenue generating activities (i.e., registration, snack bars/cafes, field trips, and fundraisers) and include documentation of all funds collected in the 21st Century Community Learning Center Summer Cost Report. All revenue generated will offset CLC reimbursement requests on a monthly basis and increase the total grant award accordingly.

• All funds generated through the collection of W2 child care subsidies, shall be monitored by MPS.

PROGRAM SUPPLIES:

Costs associated with the purchases of tangible goods and other expenses necessary for carrying out the CLC program operation. They include supplies having a purchase price less than one hundred dollars (\$100). Examples of these expenses include, but are not limited to: program materials, instructional materials, staff / participant apparel and computer software.

TRANSPORTATION:

Costs associated with contracted or leased transportation expenses (i.e., busses, vans, etc.). Copies of vendor invoices and/or billings must be submitted to MPS. They shall include information on the purpose or trip identification, number of participants, dates and vendor name).

UNALLOWABLE COST ITEMS:

Any cost unrelated to the CLC program goals and objectives, as determined by MPS in its sole discretion. Examples of such unallowable costs include the following but are not exhaustive.

- · Purchases or salaries not within the scope of the CLC program
- Alcoholic beverages
- Late charges or fees; Credit Card fees
- Contributions, donations or tips
- Provider's non-CLC related promotional items (such as t-shirts, pens, stickers, posters, etc.)
- Taxes (exception: Federal Taxes)
- Gas

• Unpaid personal credit card purchases that do not have the original receipt. Note: CLCs are not allowed to use the district or individual school names in association with credit card purchases. Additionally, personal credit cards should only be used for minor purchases in the event that the normal purchasing process through the Provider is not available for the items needed. Such purchases must be reasonable, ordinary, and necessary for the operation of the CLC.

- Door prizes and incentive items for staff and participants.
- Agency signage to be placed within or outside of school facilities.
- DVDs
- Video game systems, accessories, and games
- Pool Tables, Foosball Tables, and Air Hockey Tables
- Program and equipment purchases not directly aligned to health and wellness programming.