

**(ATTACHMENT 7) ACTION ON THE AWARD OF AGREEMENTS RELATING TO 21ST CENTURY COMMUNITY LEARNING CENTERS (CLCs)**

Location: Bradley Tech  
Purchase Requisition Number: CR0024388  
Contract Number: C025439  
Vendor Number: V0285730

**AGREEMENT FOR A 21ST CENTURY COMMUNITY LEARNING CENTER (CLC)**

**THIS AGREEMENT** is entered into by and between the Milwaukee Board of School Directors, (hereinafter referred to as “MPS”), and **Boys & Girls Clubs of Greater Milwaukee, Inc.**, (hereinafter referred to as “Provider”).

**WHEREAS**, MPS is authorized by § 118.001, Wis. 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**, the Secretary of the United States Department of Education has been authorized to allot funds to states to be awarded as competitive sub-grants to local applicants under Title IV, Part B of the *No Child Left Behind Act of 2001*, (hereinafter referred to as “NCLB Act”), 20 U.S.C. § 241, *et seq.*, the *21<sup>st</sup> Century Community Learning Centers Act*, (hereinafter referred to as “21<sup>st</sup> CLC Act”), and P.L. 114-95, Title IV, Part B, Sec.4201 Every Student Succeeds Act of 2015 (ESSA); and

**WHEREAS**, MPS has applied for, and has received, a grant award under the 21<sup>st</sup> Century Community Learning Centers Program from the Wisconsin Department of Public Instruction, (hereinafter referred to as “WDPI”), to operate Community Learning Centers, (hereinafter referred to as “CLCs”), in schools that have 40% or more of their students qualifying for free and reduced lunch; and

**WHEREAS**, the grant awarded to MPS authorizes MPS to operate CLCs in conjunction with local governmental agencies, businesses, vocational education programs, institutions of higher education, community colleges, and cultural, recreational, and other community and human services entities to provide a broad array of student services, programs and activities; and

**WHEREAS**, MPS is desirous of entering into this Agreement with Provider to provide services to MPS that are authorized in the 21<sup>st</sup> CLC Act, NCLB Act, and ESSA, and required by the WDPI grant awards.

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

**I. SCOPE OF SERVICES**

**A. Administrative and Operational Standards.**

1. Provider will operate a CLC at the direction of MPS, which complies with the “2016-17 Community Learning Center Contract Standards” and “2016-17 MPS Community Learning Program Guidelines and Standards” as attached hereto and incorporated herein by reference as Appendices A and B, respectively.
2. Provider will inform its officers, administrators, employees, volunteers and subcontractors of all applicable standards and procedures.
3. Provider agrees to submit a completed 2016-17 CLC “Program Plan” in the form required by MPS throughout the year for each “Program Cycle”. A sample form, “2016-17 Community Learning Center Program Plan - Cycle 1” is attached hereto and incorporated herein by reference as Appendix C. Funds will not be disbursed until this Program Plan is received and approved for each Program Cycle.
4. The CLC must operate for a minimum of 30 weeks, beginning no later than September 12, 2016, and ending no earlier than May 19, 2017.
5. The targeted student population is those in the greatest academic need as determined by school administration and Provider.

**B. Program Standards.**

1. The CLC will be developmentally appropriate for its participants and varied to maintain student and parent participation. Each CLC will include programming in at least three of the following program areas for each Program Cycle.
  - a. Mathematics and science education activities;
  - b. Arts and music education activities;
  - c. Entrepreneurial education programs;
  - d. Tutoring services and mentoring programs;
  - e. Programs that provide after-school activities for limited English proficient students that emphasize language skills and academic achievement;
  - f. Recreational activities including those involving physical activity;
  - g. Telecommunications and technology education programs;
  - h. Expanded library service hours;
  - i. Programs that promote parental involvement and family literacy;
  - j. Programs that provide assistance to students who have been truant, suspended, or expelled, to allow the students to improve their academic achievement; and
  - k. Drug and violence prevention programs, counseling programs, and character education programs.
2. Each CLC will be evaluated in the following areas after each Program Cycle according to the Standards as outlined in Appendix A to this Agreement. Provider understands that the ability to meet the required Standards is directly correlated to future continuation, as well as funding levels.
  - a. Overall Attendance.
  - b. Academic Enrichment Programs – All CLC sites.
    1. Academic enrichment programming must be integrated into extended day programming. The School, (*i.e.*, the facility where the CLC is located), and Provider will ensure that all CLC participants are enrolled in literacy and math related academic enrichment activities. Provider, in conjunction with the School Principal, Site Coordinator, Academic Coordinator (whose roles are as defined in Appendix B) and a core group of the School's day teachers will ensure the academic activities are closely aligned with the School's Improvement Plan ("SIP"), instructional strategies, best practices, and Common Core State Standards for Mathematics, Reading, and English Language Arts.
    2. All after school academic enrichment programming must take place prior to recreation enrichment programming daily. Any schedule changes that deviate from this format must be pre-approved by MPS Recreation.
    3. All before school academic enrichment programming must take place prior to recreation enrichment programming daily. Any schedule changes that deviate from this format must be pre-approved by MPS Recreation.
    4. All CLC participants are required to participate in literacy and math related academic enrichment activities for a minimum of 30 minutes per day, four days a week, starting on, or prior to, September 12, 2016 throughout the duration of the CLC program. CLC staff must assure that the daily CLC schedule supports participation in academic enrichment by each participant.
    5. CLC academic enrichment programming must be diversified and intentionally designed to support student academic achievement and support school-specific learning outcomes as identified in the SIP. Programming must be organized and follow a scope and sequence of engaging learning activities which promote active learning by participants.

6. LitART Literacy Enrichment Curriculum - Elementary and K-8 Sites.
  - i. As part of the regular schedule of academic programming, all elementary and K-8 sites must facilitate the LitART literacy enrichment curriculum for all participants in grades 1-8 for a minimum of 60 minutes per group. LitART sessions must be offered weekly, beginning September 26, 2016, and ending no earlier than May 19, 2017.
  - ii. All new staff members from each elementary and K-8 site who are teaching LitART must attend the LitART training in Fall 2016 and requested follow-up trainings throughout the academic school year. MPS Recreation may identify and require staff in need of additional training, including Site and Academic Coordinators, to attend refresher trainings as needed.
  - iii. Attendance records must be documented in APlus for all individual LitART activities. Participant assessments, (in the form of pre- and post-tests), provided through the LitART curriculum must be completed and submitted as requested by MPS.
7. Lions Quest Enrichment Curriculum - Middle and High School Sites.
  - i. As part of the regular schedule of academic programming, all middle and high school sites must facilitate the Lions Quest Out of School Time (OST) enrichment curriculum for a minimum of 20 participants at least once per week for a minimum of 60 minutes. Lions Quest sessions must be offered weekly, beginning October 3, 2016, and ending no earlier than May 19, 2017.
  - ii. A minimum of two staff members from each middle and high school site must attend Lions Quest training in Fall, 2016 and requested follow-up trainings throughout the academic school year. MPS Recreation may identify and require staff in need of additional training, including Site and Academic Coordinators, to attend refresher trainings as needed.
  - iii. Attendance records must be documented in APlus for all individual Lions Quest activities. Each site must participate in at least one Community Service Learning Project ("CSLP") to be completed no later than May 15, 2017. A video diary of the CSLP, (minimum of 5 minutes), and a written project narrative must accompany each project.
  - iv. Participant assessments, (in the form of pre- and post-tests), provided through the Lions Quest curriculum and other required forms or documents must be completed and submitted as requested by MPS.
8. Comic Book Literacy Enrichment Curriculum - Middle and High School Sites.
  - i. As part of the regular schedule of academic programming, all middle and high school sites must facilitate the "Reading is a Super Power" Comic Book Club Literacy Enrichment Curriculum for a minimum of 15 participants at least once per week for a minimum of 60 minutes. Comic Book Club sessions must be offered weekly, beginning September 26, 2016 and ending no earlier than May 19, 2017.
  - ii. A minimum of one staff member from each middle and high school site must attend Comic Book Club training in Fall 2016 and requested follow-up trainings throughout the academic school year. MPS Recreation may identify and require staff in need of additional training, including Site and Academic Coordinators, to attend refresher trainings as needed.
  - iii. Attendance records must be documented in APlus for all individual Comic Book Club activities. Each site must complete one approved culminating project no later than May 15, 2017. Each site must also participate in the culminating Comic Book Club event which will take place by May 15, 2017.

- iv. Participant assessments, (in the form of pre- and post-tests), provided through the “Reading is a Super Power” Comic Book Club Literacy Enrichment Curriculum must be completed and submitted as requested by MPS.
- c. High Quality Homework Help.
1. High Quality Homework Help is required to begin by September 12, 2016, and end no earlier than May 19, 2017.
  2. The School and Provider will offer a minimum of 30 minutes of high quality homework help four days per week based upon individual participant needs. Regular communication with the School’s day staff regarding participant needs, and a quiet, appropriate space in which participants can receive assistance with homework assignments must be established.
- d. Youth Recreation Programs.
1. The School and Provider will develop and operate a Youth Recreation Program which exposes participants to 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 (non-competitive 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. Youth Recreation Programs are required to begin by September 12, 2016, and operate for a minimum of 30 minutes per day, four days a week, and end no earlier than May 19, 2017.
  2. **S**ports **P**hysical **A**ctivity & **R**ecreation for **K**ids (SPARK) Curriculum - Elementary and K-8 Sites.
    - i. As part of the regular schedule of recreation programming, all elementary and K-8 sites must facilitate the SPARK curriculum for all participants ages 5-14 for a minimum of 45 minutes per group. SPARK sessions must be offered weekly, beginning September 26, 2016 and ending no earlier than May 19, 2017.
    - ii. One staff member from each elementary and K-8 site must attend a SPARK training in Fall 2016 and requested follow-up trainings throughout the academic school year. MPS Recreation may require identified staff to attend refresher trainings as needed.
    - iii. Attendance records must be documented in APlus for all individual SPARK activities. Evaluations provided through the curriculum must be completed and submitted as requested by MPS.
- e. Family Involvement.
1. Family enrichment programming supporting student learning: the School and Provider will offer a minimum of two (2) programs per cycle. A minimum total of four (4) high quality programs designed to engage family members in support of student learning must be offered annually. Sites in an initial grant must reach a minimum of 40 unduplicated families by May 19, 2017. Sites in a continuation grant must reach a minimum of 30 unduplicated families by May 19, 2017.
  2. Parent orientation: Provider must complete at least one parent orientation event with at least one parent or guardian of each CLC participant on the purpose of the CLC program which must emphasize the academic focus, participant selection process and program commitment among other policies.
    - i. This may be completed through a mass gathering, individual parent meetings or a combination of the two. Participation/attendance at all mass gathering parent orientation events must be documented in APlus as a parent orientation activity by September 30, 2016. School-led open house events are not sufficient, unless an

audience of CLC parents is separately addressed. All CLC families must receive written orientation materials by September 30, 2016.

- ii. The parent orientation may qualify as a family enrichment program if also accompanied by academically-focused and engaging activities for parents that are in support of student learning.
  3. Provider will work with the School to coordinate mandatory, on-site professional development for all staff, including those working with academic enrichment, for a minimum of 10 hours per academic school year. Provider and the School Principal or a designee will work with the CLC and the School's day staff to facilitate professional development that is aligned with the goals and objectives of the SIP and the CLC. All professional development will focus on program improvements to support student/participant academic achievement.
  4. Provider's representative and School Leader will conduct quarterly site visits of the CLC program, (to be completed by November, February, April, and June), to observe the quality of the program content and academic instruction and submit Site Observation Forms of site visits to MPS.
  5. Provider will advertise and promote the CLC program, ensuring that all flyers, documents, and information sent to community residents and families of the school CLC site be translated into languages that ensures access to information regarding the CLC program.
  6. Provider will be responsible for the care, custody, control, supervision, and security of all individuals participating in CLC sponsored programs.
    - a. Provider will ensure that the entry to the CLC is secured or monitored at all times.
    - b. Provider will ensure that CLC participants are supervised at all times. Under no circumstances will a child be left on site or on offsite field trips unsupervised.
    - c. In the event that alleged child abuse is suspected and Child Protective Services is contacted, Provider will immediately thereafter contact a member of the MPS Project Team. Additionally, Provider will submit a confidential report to the MPS CLC Program Office via email to your MPS project team member within 24 hours indicating why Child Protective Services was contacted.
    - d. Provider will submit a "CLC Program Safety Plan," in the form included in Appendix C, as well as a written policy for participant discipline to the MPS CLC Program Office. The discipline policy will also be communicated to parents/guardians of CLC participants.
  7. Provider shall report all incidents of emergency situations requiring police, fire, ambulance, or CPS services verbally to a member of MPS's CLC Project Team immediately thereafter. If no CLC Project Team member is available, the caller must communicate the situation verbally to a full-time staff member of the MPS Recreation Department. Additionally, Provider shall submit a written incident report within 24 hours of the incident via email to a member of the MPS CLC Project Team.
  8. Any information pertaining to student records obtained for the purpose of this Agreement is restricted to this Agreement and will not be used or given to anyone or any other parties outside of the Agreement as governed by any state law or federal regulation.
- C. Provider will employ a sufficient number of qualified and properly trained persons to effectively carry out the CLC program. MPS reserves the right to request the removal of any CLC personnel whom MPS, in its sole discretion, determines is not effectively carrying out his/her job duties. Provider must supply ample staff in accordance with the state-mandated YoungStar ratios, as identified in Appendix C. Required CLC positions (as referenced in Appendix E) include:
1. Site Coordinator for each individual CLC site that is qualified and trained to oversee the CLC program's operation and services. Site Coordinators must be hired and begin performing duties by August 15, 2016.

2. Academic Coordinator for each individual CLC location who is a highly qualified, certified teacher to work jointly with the CLC and the School's day administration to assist with the planning and facilitation of Academic Programs. Academic Coordinators must be hired and performing duties by September 6, 2016.
  3. Security Monitor who will be present at the site at all times of CLC program operation. Provider will ensure that the entry to CLC is secured or monitored at all times. All elementary and K-8 sites require a minimum of one Security Monitor and all middle and high school sites require a minimum of two Security Monitors.
  4. Data Entry Personnel who are responsible for entering all participant registration information and daily attendance by activity. A minimum of 2 CLC staff members, one of whom must be the CLC Site Coordinator, must be trained in the APlus attendance tracking system by September 12, 2016. Monthly cost reimbursements for CLC expenditures will not be released by MPS until 2 CLC staff members are trained and monthly attendance data has been entered into the APlus system. Provider will ensure that all participant reports and personnel information are kept confidential as governed by state law and federal regulations.
  5. Sites will have a maximum of 30 days to fill any vacancies of the above-mentioned required positions from the date of vacancy. Failure to fill the required positions within 30 days may result in termination of this Agreement.
- D. Provider will determine the steps required to adequately prepare for the CLC program, as well as those needed at the conclusion of the CLC program. Provider will use its best judgment when determining staffing needs outside of actual CLC program dates.
- E. Provider will adhere to the City of Milwaukee's "Living Wage Requirement" as set forth in City of Milwaukee Code of Ordinances § 310-13-1, 310-13-2, and 310-13-3 and adopted by MPS Administrative Policy 3.09(17). High school students are to be paid, at a minimum, the current Federal minimum wage. Provider will ensure that its subcontractors also comply with this wage policy. Currently, the base wage required is \$10.69. 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.
- a. Provider shall comply with, and ensure its sub-contractors performing work under this Agreement comply with Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage".
  - b. If MPS determines in its sole discretion, Provider has violated this living wage policy, MPS may terminate this Agreement without liability for undelivered services or goods. MPS may also deem Provider ineligible to participate in future contract with MPS.
- F. Provider will hire an MPS Food Nutrition Services employee at his/her current rate whenever Provider uses the kitchen located at the site, unless otherwise authorized by the MPS Division of School Nutrition Services.
- G. MPS will provide dinner to all eligible CLC participants at selected sites (determined by MPS School Nutrition Services) provided the following requirements are met:
1. Provider has at least one person at each site where dinner is being served that is trained in all applicable Child and Adult Care Food Program ("CACFP") rules and regulations. Provider must attend annual training for the CACFP program put on by MPS School Nutrition Services.
  2. Provider must keep documentation sufficient for MPS to claim the meals pursuant to the USDA's CACFP on MPS' APlus data tracking system. This includes input of a daily point of sale meal count, and current enrollment information.
  3. Provider must perform their own clean up and food disposal. Clean up means the removal of all food trays and debris on tables to allow for wipe down and sanitation by MPS staff. Food disposal

means disposal of food in appropriate, agreed-upon containers. MPS staff is responsible for sanitizing debris free tables and emptying trash containers.

4. Provider will provide a written notice of cancelation of meal service to MPS School Nutrition site staff two weeks in advance. Failure to notify MPS School Nutrition could result in Provider covering any lost costs.
5. Provider must follow instructions on how to operate the Point of Service (POS) which includes entering each child into the POS. If unable to operate the POS computer, Provider will document the name and ID number of each child that receives a meal.

Failure to comply with any of these requirements will result in the discontinuance of meal service and could result in provider to cover any lost cost to School Nutrition Services.

- H. Provider will monitor all CLC staff and volunteers and provide performance evaluation reports as requested by MPS.

## II. FACILITIES

### A. Building Usage.

1. MPS will provide space, (on a nonexclusive basis), utilities and routine custodial cleaning and maintenance at the MPS facility **Lynde and Harry Bradley Technology and Trade School**, (hereinafter referred to as "facility"), located at **700 South 4th Street** on pupil attendance days from 6:30 a.m. to the start of the school day and from the end of the school day until the closing of the authorized CLC programming, but no later than 10:00 p.m., for the 2016-17 school year.

In the event the CLC operates on a weekend, the cost of the facility's operations personnel overtime will be charged to Provider's CLC grant. If special circumstances arise, *e.g.*, CLC special event, during the week that requires non-routine custodial cleaning, the cost of overtime will also be charged to Provider's CLC grant.

2. MPS will provide space in said facility on non-pupil attendance days at such times as negotiated between parties.
3. MPS will provide an appropriate number of classrooms/multi-purpose rooms in which to run the program, as well as adequate office space for the CLC on-site that is equipped with a desk, telephone, locked filing cabinet, accessibility to the internet to enter data into APlus and storage space for supplies/equipment. The school will assure access to classrooms during academic enrichment and Homework Help activities to create a conducive learning environment during the CLC program. Access must be assured prior to the start of the program.
4. MPS will provide CLC staff and students daily/regular access to School's technology, including the internet, classroom computers, computer labs, and computer carts, to enable students participating in the afterschool program to use online and computer-based intervention and enrichment tools and resources in support of student academic achievement. MPS will, as needed, provide any required training for CLC staff to ensure appropriate usage of any and all School technology.
5. Provider will use the MPS facility, equipment and supplies provided for under this Agreement only for the purpose of operating the CLC.
  - a. Provider does not have authorization to allow outside groups, not contributing to the operations of the CLC, use of the MPS facility.
6. Provider will make no alterations or additions to the fixed equipment and building structure.

7. Provider will quit and deliver up possession of the utilized facility and equipment peaceably and quietly at the ending date of this Agreement in the same condition as the facility and equipment were in at the commencement, reasonable wear and tear excepted. Any personal property owned by Provider, its agents, or employees and not removed from a facility at the end of the Agreement will become the property of MPS, to be disposed of as the District will see fit. At no time will MPS be responsible for any damage/theft of property belonging to Provider, its agents, or employees.
8. Provider will repair, at its expense, any damage to the common areas resulting from the acts of its agents, employees, or the acts of its participants occurring during the regular hours of the CLC Program, reasonable wear and tear excepted.
9. Provider will be liable to MPS for any damage, except for reasonable wear and tear, to property, equipment and supplies of MPS in the operation of the CLC Program, and will hold MPS and its agents, representatives, successors, and assigns harmless from any liability, claim, or damages caused by the acts or omissions of Provider, its staff, agents, representatives, successors, and assigns.
10. Provider will adhere to any emergency procedures that may be required by MPS, *e.g.*, fire drills, tornado drills, etc. Provider will routinely conduct safety drills so that participants are aware of the proper procedures to follow in the event of an emergency as referenced in Section I (Scope of Services), subsection B (Program Standards) (6c) of this Agreement and your School Safety Plan.
11. Provider will have a message delivery system indicating to callers they have reached the Community Learning Center installed prior to the start date of the CLC program. The message system will be either: (1) 24-hour voice mail; or (2) 24-hour answering machine. All voice messages will be returned within a 24-hour period.
12. MPS will provide parking spaces to Provider, its officers, agents, employees and visitors under such restrictions as MPS may determine from time to time, including the requirement that priority in parking space assignment will be given to MPS's use and the requirement that all of Provider's vehicles, and those of its officers, agents, employees and visitors, be removed from the MPS parking lot daily and immediately after the conclusion of the CLC Program.
13. MPS will not be responsible for any damage to vehicles that are parked in the MPS parking lot.

### III. COLLABORATION

Provider will cooperate and comply in all respects with MPS obligations as a 21<sup>st</sup> Century CLC grant recipient. Provider will collaborate with MPS in accordance with 21st Century CLC Collaborative "Roles and Responsibilities"; attached hereto and incorporated herein by reference as Appendix E. Provider will work with the School to carry out the requirements set forth in this Agreement.

- A. Provider will actively engage in the monitoring and continuous improvement of student academic performance through participation in CLC activities.
- B. Provider will ensure that its employees and volunteers attend all mandatory CLC meetings which include, but are not limited to:
  1. Site coordinator and academic coordinator meetings;
  2. Orientations, trainings, and conference sessions;
  3. APlus training sessions;
  4. School Learning Team meetings;
  5. CLC collaborative meetings; and
  6. Special district meetings.
- C. In addition to MPS trainings, the following conferences are also approved for CLC staff to attend:



1. Wisconsin DPI CLC Conference;
2. Center for Summer Learning National Conference;
3. Beyond School Hours Conference;
4. National Afterschool Association; and
5. Wisconsin Afterschool Association Conference.

Attendance at any other staff trainings on which CLC funds will be expended must be submitted for preapproval to MPS by completing a "Request for Professional Training/Conference Reimbursement." A sample reimbursement form is attached hereto and incorporated by reference as Appendix F. If said form is not submitted and approved prior to attendance, MPS will have the right to withhold reimbursement.

- D. Provider will work closely with the School to ensure that collaborative meetings are held between stakeholders where CLC data is presented, discussed and acted upon as outlined in Appendix A.
- E. All CLC promotional materials, (flyers, articles, media coverage, etc.), about the CLC program should also include reference to the 21<sup>st</sup> Century Community Learning Centers and the partnership with the either "Milwaukee Recreation" or "Milwaukee Public Schools."

#### **IV. EQUIPMENT AND SUPPLIES**

- A. Equipment and supply purchases made with CLC funds must be related to the objectives of the CLC program.
- B. Provider will provide equipment, materials and supplies as needed to efficiently operate the CLC Program, unless MPS agrees otherwise. All equipment, materials and supplies used in the CLC Program, whether purchased by Provider with CLC Program grant funds or directly by MPS, will remain the sole property of MPS upon termination of this Agreement. Provider will keep all equipment, materials and supplies used in the CLC Program in good and safe working condition. Provider will be responsible for repairing and/or replacing damaged or broken equipment, materials, and supplies.
  1. All apparel, (*e.g.*, t-shirts, jackets, etc.), and printed items, (*e.g.*, business cards, banners, stationary, etc.), purchased with CLC funds must include reference to the 21<sup>st</sup> Century Community Learning Centers Program and either "Milwaukee Recreation" or "Milwaukee Public Schools." In the event that apparel is purchased by Provider, Provider shall comply with the standards set forth in MPS Board of School Directors' Administrative Policy 3.09(18).
  2. Computer purchases for the CLC Program will only be done through the CLC Program Office and will be charged to Provider's CLC grant. All computers purchased will be PC computers. Computers purchased with CLC funds are considered school administrative computers by the MPS Department of Technology, and are subject to all applicable standards established by the Department of Technology.
- C. Provider agrees to comply with the MPS Nutrition and Wellness Policy when purchasing food for the CLC Program. Provider will use good judgment when purchasing food with CLC funds. If MPS determines, in its sole discretion, that food purchased does not meet the guidelines identified in this paragraph, Provider will not be reimbursed for those purchases. Any food not served by the MPS Division of School Nutrition Services, including snacks purchased with CLC funds, must:
  1. Be a "whole grain-rich" grain product; or
  2. Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
  3. Be a combination food that contains at least ¼ cup of fruit or vegetable; or
  4. Contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber); and
  5. Meet the following nutrient requirements:

- a. Calorie limits of 200 calories or fewer for snack items and 350 calories or fewer for entrée items;
  - b. Sodium limits of 230 mg or fewer for snack items and 480 mg or fewer for entrée items;
  - c. Fat limits of total fat of 35% of calories or fewer, saturated fat of 10% of calories or fewer and Trans fat of 0g;
  - d. Sugar limit of Less than 35% of weight from total sugars.
- D. Provider will submit a "Request to Purchase Equipment Over \$100" form, a sample of which is attached hereto and incorporated by reference as Appendix D, for approval by MPS prior to making any equipment purchases equal to, or over, \$100. If said form is not submitted and approved prior to purchase, MPS will have the right to withhold reimbursement. Provider will place an MPS inventory identification tag on all equipment equal to, or over, \$100 that has been reimbursed with CLC funds. Provider will keep written records of these items, as well as their corresponding inventory number.

## V. COMPENSATION

- A. MPS will make payment to Provider in the amount of **\$99,000.00** for meeting the CLC program requirements outlined in this Agreement as provided below.
1. No later than September 9, 2016, Provider will return to MPS a completed "21<sup>st</sup> Century CLC Project Annual Budget Forecast," indicating an annual budget by cost category. A Budget Forecast form is included in collective budget documents which are attached hereto and incorporated herein by reference as Appendix G. This Agreement is contingent upon the appropriation of funds by appropriate MPS officials. If funds are not appropriated, Provider agrees to: take back any goods furnished under the Agreement; terminate any services supplied to MPS under the Agreement; and relieve MPS of any further obligations under the Agreement.
  2. MPS will review Provider's proposed budget documents. Upon approval, Provider will submit a "Monthly Cost Report" by the 15<sup>th</sup> of each month for reimbursement.
- B. Reimbursement for expenditures will be made on a monthly basis, provided that Provider has complied with all MPS's fiscal requirements and has supplied all records and reports requested by MPS including, but not limited to, CLC Program Plans, Teacher Surveys and Parent/Participant Surveys. MPS will have 30 days from receipt of Provider's Monthly Cost Report to reimburse approved expenditures.
- C. Fiscal Requirements.
1. Provider agrees to spend all funds received under this Agreement in accordance with the authorized cost categories as identified in Appendix G.
  2. Provider will maintain adequate source records including, but not limited to, invoices, payroll records, time sheets and receipts for up to three years after the termination of this Agreement.
    - a. Copies of all receipts submitted by the Provider must be "legible" and provide the following information:
      1. Name of vendor from which the item was purchased;
      2. Date of the purchase, which must coincide with the period in which the reimbursement is requested;
      3. Identification and quantity of items purchased; and
      4. Amount spent (excluding all taxes, late payment fees, etc.).
    - b. All purchases must include a written description of the purpose of the expenditure on the monthly "Schedule of Paid Costs." A Schedule of Paid Costs Monthly Report form is included in Appendix G. Any purchase that does not include a description will not be approved for reimbursement.

3. Provider will use appropriate cash management procedures so that public funds disbursed under this Agreement are discernible from other funds.
  4. Provider will expend and account for funds in a manner consistent with: the provisions of this Agreement; 34 C.F.R. § 75.532, (U.S. Department of Education General Administrative Regulations (“EDGAR”)); and for allowable costs as outlined in 2 C.F.R. § 200.400 *et seq.*
  5. Provider must submit an amended budget to MPS for approval prior to making any adjustments in the budget category amounts. Budget amendments will not be accepted after February 26, 2016.
  6. Any remaining funds allocated to Provider, but not expended, during the term of this Agreement will remain under the jurisdiction of the Board for future programming.
  7. Provider understands that a portion of any funds raised by the Board for the CLCs may be used to assist with MPS’s CLC operation costs.
- D. Revenue-Generated Activities and Wisconsin Shares Child Care Subsidies.
1. Provider will maintain adequate source records relating to program fees and revenue-generating activities, *i.e.*, registration, fees, snack bars/cafes, field trips, and fundraisers, and include documentation of all funds collected under “CLC Program Revenue” on the Monthly Cost Reports. Failure to report revenue associated with CLC operations may result in termination of this Agreement in MPS’s sole discretion.
  2. Provider will not exceed the maximum registration and daily fee limits as set by MPS and outlined in Appendix K, which is attached hereto and incorporated by reference. Provider must make accommodations to service all CLC participants regardless of their ability to pay set fee structure.
  3. All funds generated through the collection of Wisconsin Shares child care subsidies will be monitored by MPS. MPS will provide a monthly statement to Provider reflecting funds collected and money accrued.  
  
Wisconsin Shares child care subsidies are only to be used for CLC purposes and must be spent in accordance with the authorized cost categories as identified in Appendix G. CLC Funds will be expended in the following order:
    - a. CLC grant funds as set forth in Section V of this Agreement; then
    - b. Wisconsin Shares child care subsidies; then
    - c. Program revenue.Once the CLC Grant is expended, Provider will be responsible for submitting a separate budget and a Monthly Cost Report accounting for all projected and expended use of Wisconsin Shares child care subsidies.
  4. Provider understands that five percent of the Wisconsin Shares child care subsidies collected will be placed in a central account to pay for administrative costs.
- E. Fiscal Compensation Procedures.
1. Provider will submit by the 15<sup>th</sup> of each month, to the MPS Department of Recreation and Community Services, Room 162, 5225 West Vliet Street, Milwaukee, WI 53208, a completed “Monthly Cost Report.” Provider will have 30 days from the end of the CLC Program to submit all financial documentation, including, but not limited to Cost Report Schedules of payments, invoices and receipts for “final” reimbursement of program expenses. Any reimbursement requests submitted after that date will not be approved for reimbursement.
  2. Provider will include, with each Monthly Cost Report submitted, the following documentation:
    - a. Legible copies of all paid receipts and invoices submitted for reimbursements which conform to the requirements of § V.C.2. A completed Schedule of Paid Costs should also be submitted with the receipts;
    - b. Copies of Organizational Checks used for payment of authorized expenses; and

- c. Copies of Payroll ledger form and other relevant data (identifying payee, check number, hourly rate, gross wages and authorized deductions).
  3. Provider will have each Monthly Cost Report signed by the authorized organizational officer and identify the name and telephone number of the person responsible for its preparation.
  4. Provider will assure that all Cost Report documentations 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 payment requested.
- F. 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).

## **VI. CONTRACT COMPLIANCE SERVICES (CCS) REQUIREMENTS**

- A. In educating the children and youth of Milwaukee, MPS is also a primary purchaser of goods and services in the Milwaukee marketplace. MPS believes it is obligated to display in its own operations the values of excellence, diversity, and economic responsibility that it strives to teach its students.
- To that end, MPS requires for this Agreement the use of Historically Underutilized Business (HUB) firms and the engagement of the MPS contract awardee in Student Engagement activities.
- B. The HUB participation requirement for this Agreement is 10% per 12-month contract period of total purchased goods and/or services by a certified HUB vendor, including, but not limited to: general supplies, office supplies, program supplies, equipment rental, contractual services, and transportation.
- C. All information relating to the HUB participation requirement and the Student Engagement Requirement, including all forms required to document compliance with these requirements, can be found at <http://www.milwaukee.k12.wi.us> (click on Vendors, then click on Forms), which is herein expressly incorporated by reference.
- D. Provider must submit a HUB Utilization Plan. No credit for participation will be granted until MPS-recognized HUB Firm certification documentation is received.
- E. Provider is responsible for verifying with any HUB vendor that certification is current and that the North American Industry Classification System (NAICS) description (or qualifications description on certification document) matches the commercially useful function listed in Appendix H to this Agreement.
- F. The forms attached hereto as Appendix H and incorporated by reference are a binding part of this Agreement. Failure to return these forms within the required timeline will result in the termination of this Agreement. Fillable versions of these same forms can also be found at <http://www.milwaukee.k12.wi.us> (click on Vendors, then click on Forms) :
1. HUB Utilization Plan (current certification document, with NAICS code, must be submitted);
  2. Prime Vendor Information Sheet; and
- G. Student Career Awareness/Education Plan/Commitment.
1. The Student Engagement Requirement is 10 hours of Career Education per 12-month contract.

## **VII. PROGRAM EVALUATIONS AND AUDITS**

- A. If Provider is required, under the statutory requirements and provisions of P.L.98-502 or the requirements of 2 C.F.R. § 200.501, to have a single audit, Provider will provide MPS a copy of its annual single audit no later than 90 days after the end of Provider's fiscal year. If Provider is not required to have a single audit, a written letter affirming this will be submitted to MPS no later than 30 days after receiving and signing this Agreement.

- B. Provider will grant MPS or any authorized MPS representative the right to conduct a program evaluation and/or a contract compliance/financial audit of the program funded under this Agreement for a period of up to three years following the expiration of this Agreement. If Provider fails to allow the audit, this Agreement will become null and void and all funds previously advanced under this Agreement will be returned from Provider to MPS.
- C. If any audit identifies costs as inappropriate, MPS will be entitled to recover any payments made to Provider under this Agreement.

### **VIII. ADDITIONAL CONDITIONS**

- A. MPS employees are expressly forbidden to accept gifts, gratuities, or favors that might improperly influence MPS's relationships with vendors or create the perception of any impropriety or undue influence in the award of any contracts. Provider agrees it will not offer such gifts, gratuities or favors.
- B. Provider, during the period of this Agreement, will 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.
- C. Provider will comply with the following state and federal laws and regulations:
  - 1. Title VI of the Civil Rights Act of 1964, (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
  - 2. Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. §§ 1681-1683, §§ 1685-1686), which prohibits discrimination on the basis of sex;
  - 3. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps;
  - 4. The Age Discrimination Act of 1975, as amended, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
  - 5. The Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255), relating to nondiscrimination on the basis of drug abuse;
  - 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - 7. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, (42 U.S.C. § 290 dd--2), relating to confidentiality of alcohol and drug abuse patient records;
  - 8. Title VIII of the Civil Rights Act of 1968, as amended, (42 U.S.C. § 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing;
  - 9. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal Assistance is being made;
  - 10. The requirements of any other nondiscrimination statute(s) which may apply to the application;
  - 11. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by the award of the CLC Program grant;
  - 12. All applicable requirements of all other federal laws, executive orders, regulations and policies governing the CLC Program; and
  - 13. All health and safety laws or rules that apply to public schools.
- D. 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 21<sup>st</sup> Century Community Learning Centers as outlined in this Agreement.

- E. 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, gender identity, 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.
- F. Provider must comply with all requirements of Wis. Stat. § 48.685, which identifies the standards required for criminal history and child abuse record searches for licensed child care centers. Volunteers, i.e., any non-paid person who provides services on a regular and ongoing basis for more than five hours a week, must register as volunteers and be subjected to a background check process through MPS's Department of Community Engagement.
- G. After conducting, at Provider's expense, the "criminal history search from the records maintained by the department of justice" required by Statute, Provider shall submit to the MPS Department of Recreation and Community Services, Attention: Brian Litzsey, the results of these criminal history searches. Such results will be reviewed by the MPS Department of Employment Relations. Thereafter, MPS shall immediately notify Provider of any individual(s) who, based on MPS standards, should not have contact with students or children in the Program. Failure to submit the results of these criminal history searches prior to the provision of services will result in the termination of services. All determinations made by MPS with regards to whether an individual is fit to provide services under this Agreement are made in MPS's sole discretion.
- H. Provider shall complete the other searches required by Wis. Stat. § 48.685, review the results and determine that there is nothing in the background of Provider's employees, agents or sub-contractors that would render them unfit to provide services under this Agreement where there is contact and access to children. Background factors that would disqualify any individual from providing services to MPS include, but are not limited to: falsification of background information; conviction of a criminal offense that substantially relates to the duties and responsibilities to be assigned to or performed by Provider under this Agreement; or pending criminal charges alleging acts of a similar nature.
- I. 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 VII.F. must be fulfilled before said individual is allowed to have contact with children participating in the 21<sup>st</sup> Century Community Learning Centers Program. Concurrently with signing this Agreement, Provider will provide MPS with a certification which certifies that neither Provider nor its principals and its subcontractors nor their principals are listed as debarred or suspended in the System for Award Management (SAM), the government wide exclusion list maintained by the federal government. Provision of this certification is a material term of this Agreement and condition precedent to any payment of compensation.  
  
If, prior to or during the term of this Agreement, Provider, its principals or its subcontractors, are listed on SAM, Provider has a duty to inform MPS of the same, at which time MPS will have the right to immediately terminate this Agreement. In the event of such a termination, MPS will only be liable for services rendered through the effective date of termination. MPS will not be liable for any uncompleted portion of this Agreement or for any goods or services purchased or paid for by Provider for use in completing the Agreement.
- J. 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 aforesaid requirements, it shall be Provider's burden to show it has met all such requirements.
- K. 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.

- L. 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.

**IX. INDEMNITY**

Provider will be required to defend, indemnify and hold harmless MPS, its agents, board members, officers, and employees (collectively referred to in this section as the "Indemnitee"), from and against any and all actual or alleged claims, demands, actions, causes of action, damages and claims of any kind, including but not limited to bodily injuries, personal injuries, contingent liabilities or damages and reasonable attorneys' fees, arising out of or in any way related to or associated with or arising from the services rendered under this Agreement or the operation of Provider, that are or may be brought or maintained by any individual or entity against the Indemnitee. This indemnification obligation will include any actual or alleged claims or causes of action of any kind against the Indemnitee due to the decision to enter into this Agreement with Provider. This indemnification obligation will not be reduced in any way by the existence or nonexistence, limitation, amount or type of damages, compensation or benefits payable under workers' compensation laws or other insurance provisions. Under no circumstances is the Indemnitee's recovery limited due to the fact that MPS is named as an additional insured under any of Provider's insurance policies. Provider agrees to accept tender of the defense of any claim or action against Indemnitee falling within the scope of this indemnity.

**X. INSURANCE AND BONDS**

- A. Provider understands and agrees that financial responsibility for claims or damages to any person, or to Provider's employees and agents, will rest with the Provider. Provider will effect and maintain any insurance coverage, including, but not limited to Workers' Compensation, Employer's Liability, Commercial General Liability, Contractual Liability, Automobile Liability, and Umbrella Liability to support such financial obligations.
- B. "The Milwaukee Board of School Directors" is to be named as an additional insured by separate endorsement under all of the following insurance coverage policies with the exception of Workers' Compensation. Evidence of all required insurances of Provider will be provided to MPS. Certification is to be provided, either on the Certificate of Insurance or by separate letter from the insurance agent or broker, that there are no exclusions, sub-limits, or restrictions in coverage. The Certificate of Insurance or policies of insurance evidencing all coverages will include a statement that MPS will be afforded a thirty- day written notice of cancellation, non-renewal or material change by any of Provider's insurers providing the coverage required by MPS 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.

**All Certificates of Insurance must be provided concurrently with Provider's signed Agreement before MPS will sign.**

The minimum limits of insurance that MPS requires from Provider are:

- 1. Workers' Compensation.....Statutory Coverage
  - Employer's Liability
  - Bodily Injury by Accident ..... \$100,000 each accident
  - Bodily Injury by Disease ..... \$500,000 policy limit
  - Bodily Injury by Disease ..... \$100,000 each employee

The Employer's Liability policy must be \$100,000 per occurrence or sufficient limits to meet Umbrella policy's underlying insurance requirements. This coverage will be modified to include a waiver of subrogation endorsement in favor of "The Milwaukee Board of School Directors", including its directors, officers, agents, employees and volunteers.

2. Commercial General Liability

- Commercial General Liability ..... \$1,000,000 per occurrence/\$2,000,000 general aggregate
- Sexual Abuse/Molestation ..... \$1,000,000 per occurrence/\$1,000,000 aggregate
- Personal & Advertising Injury
  - Limit ..... \$1,000,000 per occurrence
- Products-Completed Operations
  - Aggregate ..... \$2,000,000 aggregate
- Medical Expense ..... \$5,000

The Commercial General Liability policy must 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.

3. Auto Liability

- Combined Single Limit ..... \$1,000,000 each accident

If vehicles will be used while providing services under this Agreement, a Business Auto Liability policy is required including, but not limited to, Uninsured Motorists, Underinsured Motorists, and contractual liability for risks assumed in this Agreement covering the use of any vehicle in an amount not less than \$1,000,000 per accident.

4. Umbrella (excess) Liability ..... \$4,000,000 per occurrence

- Umbrella (excess) Liability ..... \$4,000,000 aggregate

The Umbrella Liability policy must provide excess employer's liability, commercial general liability and auto liability coverage.

5. Fidelity Bond/Crime Insurance ..... Value of the contract

A Crime Insurance policy, in the form of either a Commercial Crime Policy or Financial Institution Bond, providing coverage for Employee Dishonesty, On Premises, In Transit (Theft Disappearance and Destruction Coverage Form and Robbery and Safe Burglary Coverage Form), Forgery/Alteration, Computer and Funds Transfer Fraud will be carried in the amount of the total annual "value of the contract". Such insurance may be written with a deductible; however, such deductible will not exceed \$10,000. "The Milwaukee Board of School Directors" will be named as loss payee with respect to losses involving property or funds provided under this Agreement by MPS. This policy is to cover all employees, officers, and board members of Provider and all of Provider's contractors or subcontractors handling money, securities or other property of Provider or property of MPS used in providing services under this Agreement.

6. School Leaders' Errors & Omissions\*\* ..... \$1,000,000 per occurrence/\$2,000,000 aggregate

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

All policies, with the exception of the School Leaders Errors & Omissions policy, will be written on an occurrence form.

A sample Certificate of Insurance is attached hereto and incorporated by reference as Appendix I.



## **XI. NONSECTARIAN**

Provider will be nonsectarian in its programs, admissions policies, employment practices and all other operations. Provider will regularly monitor the activities of its subcontractors, and any individual who participates in the providing of the CLC, to ensure compliance with this requirement.

## **XII. INFORMATION AND REPORTS**

- A. Provider will give information at such times and in such forms as may be requested by MPS, or its designee, concerning any of the operations of the CLC Program. Provider will generate and provide this information in a format and at the time as requested by MPS or its designee.
- B. Provider is required to submit two completed CLC Program Plans to the CLC Project Team in Room 163 of MPS's Administration Building, according to the following schedule:
  - 1. Program Plan for Cycle 1: Due no later than August 26, 2016; and
  - 2. Program Plan for Cycle 2: Due no later than January 13, 2017.
- C. Provider is required to have two, with a maximum of three, CLC staff, (one of whom must be the Site Coordinator), trained on the APlus system at all times under this contract to enter CLC attendance data on a daily basis. Monthly cost reimbursements for CLC expenditures will not be released by MPS until two CLC staff are trained and all monthly attendance data has been entered into the APlus system.

All data must be entered accurately and honestly to reflect actual participant counts. Falsification of data will be grounds for termination of this Agreement with no further liability on the part of MPS.

- 1. Provider understands that site access to APlus may be discontinued if two CLC staff are not trained in the APlus System.
- D. Provider will notify the Senior Director of MPS's Department of Recreation and Community Services of any correspondence regarding the CLC Program received from the United States Department of Education or the WDPI that requires a formal response.
- E. Prohibited Practices.
  - 1. Provider, during the term of this Agreement, will not hire, retain or use for compensation any officer or employee of MPS to perform services under this Agreement in a manner that would violate Administrative Policy 6.04.
  - 2. MPS employees are expressly forbidden to accept gifts, gratuities, or favors that might improperly influence MPS's relationships with Providers or create the perception or any impropriety or undue influence in the award of any contracts. 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".
  - 3. No MPS employee may enter into this Agreement if, by doing so, the employee would violate Administrative Policy 6.04.
  - 4. If this Agreement is for apparel for \$5,000.00 or more, the Provider agrees to provide only items manufactured by responsible manufacturers as that term is defined in MPS's Administrative Policy 3.09(18)(B)4. Provider is required to include this provision in all subcontracts to this Agreement.

## **XIII. TERM AND TERMINATION OF AGREEMENT**

- A. The term of the Agreement is for one fiscal year, commencing on July 1, 2016 and ending on June 30, 2017. This Agreement is contingent upon the approval of the Milwaukee Board of School Directors.

- B. This Agreement, and its addenda, are intended by Provider and MPS as a final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and Agreements among the parties concerning the subject matter hereof.
- C. This Agreement may be terminated before expiration of its term for any of the following grounds:
1. Both parties agree in writing to the termination;
  2. For any reason in MPS's sole discretion, after 30 days written notice by certified mail of such termination, unless, at the discretion of MPS, termination should become effective sooner; and
  3. After 10 days written notice, by registered or certified mail, for any material failure to comply with the terms of this Agreement, including, but not limited to:
    - a. Failure to comply with all the terms regarding perform background checks as outlined in Section VII; and
    - b. Failure to report revenue on monthly cost reports.
  4. Should MPS determine that Provider has violated any requirements set forth in this agreement; MPS may give ten days written notice by certified or registered mail specifying the violations. Provider will have 10 days to cure the alleged violation(s). Should Provider fail to cure the violations within 10 days to MPS's satisfaction, in its sole discretion, MPS may terminate the agreement upon a final notice of termination sent by certified or registered mail.

Upon termination of this Agreement, MPS will recover all funds paid to Provider under this Agreement to which Provider is not entitled. The decision of MPS will be final. 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.

5. Provider will meet or exceed all federal, state, and local laws, regulations, and ordinances and will meet the standards set by any federal, state, or local agency which may have regulatory or administrative control over such party, its facility, and/or activity. The failure of Provider to meet such standards may result in the automatic termination of this Agreement.
6. No amendment or modification of any provision or term of this Agreement will be effective unless the same is documented in writing and signed by authorized signatories of both parties.

#### **XIV. NOTICES**

Notices to MPS provided for in this agreement will be sufficient if sent by Certified or Registered mail, postage prepaid, addressed as indicated below. Notices to Provider will be sufficient if sent by Certified or Registered mail, postage prepaid, addressed as indicated below, or to such other respective addresses as the parties may designate to each other in writing from time to time.

To: LYNN A. GREB, SENIOR DIRECTOR  
Milwaukee Public Schools  
Department of Recreation & Community Services  
5225 W. Vliet Street, Room 162  
Milwaukee, WI 53208

To: BOYS AND GIRLS CLUBS OF GREATER  
MILWAUKEE, INC.  
ATTN: Andre Goode  
1558 North Sixth Street  
Milwaukee, WI 53212

#### **XV. STATUTES**

Whenever, under this Agreement, reference is made to a provision in the Wisconsin Statutes or United States Code or implementing a regulation and such provision is subsequently amended by the Wisconsin Legislature, United States Congress or state or federal administrative agency, such reference in the Agreement will be deemed to be amended to conform to the new law or regulation.

**XVI. SEVERABILITY**

If any term or provision of this Agreement will be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same will not affect the other terms or provisions hereof of the whole of this Agreement, but such term or provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**XVII. OWNERSHIP OF INFORMATION**

All information and any derivatives thereof, whether created by MPS or Provider, that are related to the services covered under this Agreement remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Agreement, "derivatives" will 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.

**XVIII. NON-DISCLOSURE AND NON-USE OF MPS INFORMATION AND WORK PRODUCT DEVELOPED BY PROVIDER FOR MPS**

Provider will not disclose, publish, or disseminate any information it obtains from or develops for MPS under this Agreement. Provider agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of information and work product obtained from or developed for MPS under this Agreement. Provider agrees not to use, publish or disseminate information and work product for its own or any third party's benefit without the prior written approval of MPS.

**XIX. RETURN OF DOCUMENTS**

Within ten business days of the receipt of MPS's written or oral request, Provider will return all documents, records, and copies thereof it obtained during the development of the work product or the provision of services covered by this Agreement.

**APPENDICES**

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

Appendix A ..... 2016-17 Community Learning Center Contract Standards

Appendix B ..... 2016-17 Community Learning Center Program Guidelines and Standards

Appendix C ..... 2016-17 Community Learning Center Program Plan - Cycle 1

Appendix D ..... Request to Purchase Equipment Over \$100 (form)

Appendix E ..... Roles and Responsibilities

Appendix F ..... Request for Professional Training/Conference Reimbursement (form)

Appendix G ..... Budget Categories and Allowable Expenses Information

Appendix H ..... HUB Utilization Plan

Appendix H1-A ..... Prime Vendor Information Sheet CLC

Appendix H1-B ..... Student Career Education Plan Commitment CLC

Appendix I ..... Sample Certificate of Insurance

Appendix J ..... Building Permit

Appendix K ..... 2016-17 Maximum CLC Fee Rates

In the event an inconsistency exists between this Agreement and any appendix, this Agreement will be controlling.

**APPROVED:**  
**MILWAUKEE BOARD OF SCHOOL DIRECTORS**

**APPROVED:**  
**BOYS & GIRLS CLUBS OF GREATER MILWAUKEE, INC.**

\_\_\_\_\_  
Mark A. Sain, President  
Milwaukee Board of School Directors

\_\_\_\_\_  
Provider Board President

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

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

\_\_\_\_\_  
Darienne B. Driver, Ed.D.  
Superintendent of Schools

\_\_\_\_\_  
Provider Executive Director

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

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

\_\_\_\_\_  
Kristen D. DeCato, Director  
Procurement and Risk Management

Contract Amount:  <u>\$99,000.00</u>
--

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

**FOR OFFICE USE ONLY**

Budget Code: GEN-H-I-2K7-MT-ECTS \$99,000.00

R	_____
C	_____
V	_____
	_____

Reviewed by Division of Risk Management.

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

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

## 2016-17 Community Learning Center Contract Standards

Standard	Initial Grant (\$100,000)	Continuation Grant (\$75,000)
<b><i>Program Participation Standards</i></b>		
Minimum Hours of Operation per week	12	10
Minimum Weeks of Operation per year	30	30
Programming must begin by:	September 12, 2016	September 12, 2016
Programming may not ended earlier than:	May 19, 2017	May 19, 2017
Average Daily Attendance	80-100	55-75
Regular Attendees per year	95	75
Regular Attendee min. attendance in Days	Elem/K-8: 50; HS: 30	Elem/K-8: 50; HS: 30
Regular Attendees from the Day School	51%	51%
<b><i>Homework Help Standards</i></b>		
Minimum Time per day	30 minutes	30 minutes
Minimum Days per week	4	4
<b><i>Academic Enrichment Standards</i></b>		
Minimum Time per day	30 minutes	30 minutes
Minimum Days per week	4	4
Average Daily Attendance	80-100	55-75
Programming must begin by:	September 12, 2016	September 12, 2016
<b><i>Recreation Enrichment Standards</i></b>		
Minimum Time per day	30 minutes	30 minutes
Minimum Days per week	4	4
Average Daily Attendance	80-100	55-75
<b><i>Family Enrichment Standards</i></b>		
Minimum events per year	4	4
Min. Unduplicated families per year	40	30

### Curricula Standards:

<b><i>LitART Curriculum Standards (Elementary and K-8 Sites)</i></b>		
Minimum Time per <b><u>week</u></b>	60 minutes per group	60 minutes per group
Average <b><u>Weekly</u></b> Attendance	80-100	55-75
<b><i>Lions Quest Curriculum Standards (Middle &amp; High School Sites)</i></b>		
Minimum Time per <b><u>week</u></b>	60 minutes	60 minutes
Minimum <b><u>Weekly</u></b> Attendance	20	20
<b><i>SPARK Curriculum Standards (Elementary and K-8 Sites)</i></b>		
Minimum Time per <b><u>week</u></b>	45 minutes per group	45 minutes per group
Average <b><u>Weekly</u></b> Attendance	80-100	55-75
<b><i>“Reading is a Super Power” Comic Book Club Curriculum Standards (Middle &amp; High School Sites)</i></b>		
Minimum Time per <b><u>week</u></b>	60 minutes	60 minutes
Minimum <b><u>Weekly</u></b> Attendance	15	15



## 2016-17 MPS Community Learning Center *Program Guidelines and Standards*

The Milwaukee Public Schools requires each Community Learning Center (CLC) to create a CLC Program Plan that is closely aligned to and supports the School's Improvement Plan (SIP). CLC sites must provide academic enrichment activities designed to address identified achievement gaps and support student academic achievement in reading, math and other areas of need. In addition to an academic component, each CLC is also required to design and implement activities and programs for youth recreation and family enrichment that support student learning. The CLC Program Plan should describe in detail these activities and programs.

As partners, the School and the Lead Agency must work together to develop the CLC Program Plan. Each site's Program Plan will be reviewed and approved by the CLC Project Team. Evaluation of each site will be based on the CLC Program Standards. Please contact the CLC Office at (414) 475-8701 with any questions or for assistance in writing the CLC Program Plan.

### WISCONSIN DEPARTMENT OF PUBLIC INSTRUCTION (DPI) CLC GRANT PROGRAM GUIDELINES

#### **WHAT IS THE PURPOSE OF THE 21<sup>ST</sup> CENTURY CLCS?**

The purpose of the program is to create community learning centers that provide students with academic enrichment opportunities as well as additional activities designed to complement their regular academic program. Community learning centers must also offer the families of these students, literacy and related educational development. CLCs, which can be located in elementary or secondary schools or other similarly accessible facilities, provide a range of high-quality services to support student/family learning and development, including tutoring and homework help, academic enrichment (such as hands-on science or technology programs), community service opportunities, as well as music, arts, sports, and cultural activities. At the same time, centers will help working parents by providing a safe environment for students when school is not in session.

Authorized under Title IV, Part B, of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act of 2001 and P.L. 114-95, Title IV, Part B, Sec.4201 Every Student Succeeds Act of 2015 (ESSA), the law's specific purposes are to: (1) provide opportunities for academic enrichment, including providing tutorial services to help students, particularly those who attend low-performing schools, to meet state and local student performance standards in core academic subjects, such as reading and mathematics; (2) offer students a broad array of additional services, programs, and activities, such as youth development activities, drug and violence prevention programs, counseling programs, art, music, and recreation programs, technology education programs, and character education programs, that are designed to reinforce and complement the regular academic program of participating students; and (3) offer families of students served by community learning centers opportunities for literacy and related educational development.

#### **What is a community learning center?**

A community learning center offers academic, artistic, and cultural enrichment opportunities to students and their families when school is not in session. According to section 4201(b)(1) of the law, a community learning center assists students in meeting state and local academic achievement standards in core academic subjects, such as reading and mathematics, by providing the students with opportunities for academic enrichment. Centers also provide students with a broad array of other activities – such as drug and violence prevention programs- during periods when school is not in session (such as before and after school or during summer recess). Community learning centers must also serve the families of participating students, e.g., through family literacy programs.

#### **For what activities may a grantee use CLC funds?**

Each eligible organization that receives an award may use the funds to carry out a broad array of before- and after-school activities (including weekends and summer recess periods) that advance student achievement. Programs must provide remedial education activities and academic enrichment learning programs, including providing additional assistance to students to allow the students to improve their academic achievement. This must include a specific focus on mathematics and reading or English language arts, and may include a focus on other core academic subjects. In addition, programs should provide services in one or more of the following program areas.

- **Science education activities;**

- Arts and music education activities;
- Entrepreneurial education programs;
- Tutoring services (including those provided by senior citizen volunteers) and mentoring programs;
- Programs that provide after-school activities for limited English proficient students that emphasize language skills and academic achievement;
- Recreational activities including those involving physical activity;
- Telecommunications and technology education programs;
- Expanded library service hours;
- Programs that promote parental involvement and family literacy;
- Programs that provide assistance to students who have been truant, suspended, or expelled, to allow the students to improve their academic achievement; and
- Drug and violence prevention programs, counseling programs, and character education programs.

Community learning centers should propose an array of inclusive and supervised services that include expanded learning opportunities (such as enriched instruction, tutoring, or homework assistance) for children. Community learning centers may also include a variety of other activities for children and community members, such as recreation; musical and artistic activities; health and nutrition programs; parent education classes; GED preparation; adult literacy courses; and opportunities to use advanced technology, particularly for those who do not have access to computers or telecommunications at home.

Community learning centers are reminded of their obligation under section 504 of the Rehabilitation Act to ensure that their proposed community learning center program is accessible to persons with disabilities.

Community learning centers are strongly encouraged to link with other school and community-based programs to provide a range of quality services for students and their families. These activities should be available for a significant number of hours each week, during non-school hours.

#### **Can CLC program funds support services to adults?**

Yes. 21<sup>st</sup> Century Community Learning Centers are required to provide educational services or activities for the families of participants. In particular, local programs may offer services to support parental involvement and family literacy. Services may be provided to families of students to advance the students' academic achievement. However, programs designed exclusively for adults who are not related to participating children are not permissible under the new statute.

#### **MILWAUKEE PUBLIC SCHOOL'S CLC OBJECTIVES:**

- Increase academic achievement of MPS students participating in CLC activities.
- Increase safety in and around the CLC.
- Provide programs that serve at-risk youth through a wide range of activities.
- Increase skill development and lifelong learning capacity of parents, and adults in the community.
- Implement a participatory management structure that includes both citywide and CLC stakeholders.



## Selection, Recruitment, and Retention of CLC Participants

### Selection of CLC Participants:

CLC Site Coordinator and CLC Academic Coordinator should work collaboratively with the principal and day school staff to identify students with the greatest academic need. When developing criteria for selecting students for your CLC program, here are some guiding questions to consider:

- Based on school data, who are the students with the greatest academic needs in my school?
- Based on school data, what are the academic needs of these targeted students?
- What successful strategies or programs from the day school can the CLC implement/extend to support student learning?

### *Examples of selection criteria:*

- Students selected for CLC academic enrichment and recreation enrichment activities must meet the following criteria:
  - Students are performing Below Target or Significantly Below Target in reading and/or math on STAR assessments.
  - Students are referred for additional academic support by day school classroom teacher, day school administrator or parent based on classroom observations, grades, or other academic performance indicators.

### Recruitment of CLC Participants:

- Some strategies and best practices for recruiting students in your CLC program may include, but are not limited to:
  - Call and/or send letters/invitations home to parents of identified students. Inform parents that the CLC is a valuable opportunity to help support their child's academic achievement and is open only to a limited number of students.
  - Organize an informational meeting for parents and students who have been invited to join the program. Provide an overview of the CLC program and explain expectations regarding student attendance, behavior, etc.

### Retention of CLC Participants:

- Some strategies and best practices for retaining students in your CLC program may include, but are not limited to:
  - Weekly call and/or send progress reports to parents of participating CLC students. Provide an update on their child's progress in the CLC program.
  - Develop a system to reward or recognize students for reaching or exceeding standards in academic growth, attendance, behavior, or other criteria.

## HIGH QUALITY HOMEWORK HELP

**Required Start Date:** September 12, 2016  
**Schedule Requirement:** Must be offered for 30 minutes per day, 4 days per week  
**Program Requirements:**

The program should provide a range of support that reinforces school-day instruction and is differentiated based upon individual student needs.

**Collaboration Requirements:**

The principal and lead agency will work with the CLC and day school staff to facilitate professional development that is aligned with the goals and objectives of the School's Improvement Plan. The principal and lead agency representatives will conduct quarterly site visits of the CLC program to observe quality of program content and homework help assistance and submit Site Observation Form of site visits to MPS.

## ACADEMIC ENRICHMENT PROGRAMS

**Required Start Date:** September 12, 2016  
**Schedule Requirement:** Each participant must receive a minimum of 30 minutes of math or literacy focused academic enrichment per day for 4 days per week.

**Program Requirements:**

All math and literacy enrichment activities will be fully coordinated with content of the day school. Enrichment programming will be diversified, and activities will be structured to be sequential with a focus on providing hands-on activities and experiential learning opportunities. CLC staff must assure that the daily CLC schedule supports participation in academic enrichment by each youth.

CLC activities should **not** take place in spaces that are unsafe and/or that are not conducive to student learning. It is **strongly recommended** that CLC academic activities take place in classrooms and **not** in areas such as the school cafeteria or gym.

**Collaboration Requirements:**

The CLC team (Lead Agency, Principal, Site Coordinator, Academic Coordinator and a core group of day school teachers) shall ensure CLC academic activities are closely aligned with the School's Improvement Plan and Common Core State Standards for Mathematics, Reading, and English Language Arts. CLC math and literacy based enrichment activities must align with day school instructional strategies and best practices and support the achievement of students with the greatest academic needs as identified by day school and CLC staff. CLC literacy and math enrichment may integrate other core academic content such as science, social studies, technology, and humanities. CLC enrichment programming must be diversified and encompass the following characteristics:

- Intentionally designed to meet the specific learning outcomes that are aligned with the schools' standards/goals
- Organized scope and sequence of learning activities
- Engaging activities involving active learning

High quality academic enrichment activities are:

- Intentionally designed to meet specific learning outcomes that are aligned with the current School Improvement Plan and the schools' standards/goals
- Driven by an organized scope and sequence of learning activities
- Differentiated; learners have multiple ways to engage in activities for active learning
- Interactive and hands-on to keep youth motivated and challenged, as through learning centers or learning stations
- Rich with opportunities for learners to practice critical thinking and problem-solving skills
- Developmental; units of instruction are connected; the instructor should understand and be able to explain how activities build upon each other

- Often project-based, experiential, or theme-based

High quality academic enrichment activities are NOT:

- silent reading programs
- worksheet-driven
- focused on seatwork that is not interactive
- too broadly focused (i.e., “open” computer lab)
- unvaried; same activities are offered each day with little variety

Examples of high quality academic enrichment activities include but are NOT LIMITED to the following:

- book or reading clubs
- math exploration
- chess
- Science exploration (i.e., robotics, engineering.)
- service-learning
- computer programming
- writing (i.e., newspaper, newsletter)
- technology (i.e., website design, video production)
- entrepreneurial programs

## MANDATED ACADEMIC CURRICULA

### *LitART – Literacy Enrichment for Elementary & K-8 CLC Sites*

LitART is an integrated thematic literacy curriculum designed specifically for after school and summer enrichment programs which will be implemented afterschool during the CLC program as part of a menu of integrated, hands-on academic enrichment curriculum. LitART provides a hands-on, activity-based curriculum that addresses multiple learning styles and engages and motivates students in reading, writing, mathematics, and recreation. The goals of the LitART program are to build oral language, fluency, thinking skills, reading comprehension, creativity, phonics knowledge, vocabulary, grammar, knowledge of literacy elements, goal setting skills, and support students’ social and emotional development.

The LitART daily schedule includes many short, energizing activities, including interactive games, word games, and riddles. Once a student has read a book, they engage in a creative response activity, one of the many activities related to each picture book or novel. LitART provides activities that are created to increase reading and writing skills, as well as a love of and engagement with reading. The LitART curriculum was created for “hard to reach” students, such as English Language Learners and special needs students.

The LitART curriculum employs research-based instructional strategies and is aligned to national and state reading standards. LitART provides hands-on, project-based activities and presented in a game-like environment, so as to maintain high levels of student engagement and “disguise learning.” Lessons are largely teacher-directed. All LitART activities are aligned to the Common Core State Standards.

LitART has been formally evaluated. Results showed significant gains over the course of a school year in reading comprehension, fluency, vocabulary, oral language, and enjoyment of reading for students using LitART as contrast to those who did not use LitART. More details can be found on their website: <http://www.litart.com/company/results>

As part of the regular schedule of academic programming, all elementary and K-8 sites must facilitate the LitART literacy enrichment curriculum for all students at least once per week for a minimum of 60 minutes per group. LitART sessions must be offered weekly, beginning September 26, 2016, and end no earlier than May 19, 2017. CLC staff members from each elementary and K-8 site must attend a LitART training in Fall 2016 and requested follow-up trainings throughout the academic school year.

Attendance records must be documented in APlus for all individual LitART activities. Student assessments (pre- and post-tests) provided through the LitART curriculum must be completed and submitted as requested by Milwaukee Public Schools.

### ***Lions Quest Enrichment Curriculum – Middle and High Sites***

As part of the regular schedule of academic programming, all middle and high school sites must facilitate the Lions Quest Out of School Time (OST) Enrichment Curriculum for students (minimum of 20) at least once per week for a minimum of 60 minutes. Lions Quest sessions must be offered weekly, beginning October 3, 2016, and ending no earlier than May 19, 2017.

Attendance records must be documented in APlus for all individual Lions Quest activities. Each site must participate in at least one Community Service Learning Project (“CSLP”) to be completed no later than May 15, 2017. A video diary of the CSLP, (minimum of 5 minutes), and a written narrative must accompany each project. Participant assessments, (in the form of pre-and post-tests), provided through the Lions Quest curriculum and other required forms or documents must be completed and submitted as requested by MPS.

### ***“Reading is a Super Power” Comic Book Club Literacy Enrichment Curriculum - Middle and High School Sites***

CLC students in grades 6-12 at middle and high school (and selected K-8) CLCs, will participate in large group and small group inquiry-based and project-based, literacy enrichment activities using ABDO’s “Marvel Reading is a Super Power” Comic Book Club curriculum, lesson plans, and activities. Over a minimum of weeks (or one CLC program cycle or semester), students will read a series of four comic books and complete projects which enhance students’ skills in reading comprehension, vocabulary acquisition, listening and oral speaking, character education, STEM, and more. Through the exploration and research of comic book themes and topics and participation in a culminating final project, and students will also build problem-solving, critical-thinking, and inquiry-based skills. Students will read at least one series each CLC program cycle/semester for a total two different series during the course of the school year.

Literacy skills promoted in the “Reading is a Super Power” include: reading, writing, vocabulary development, listening and speaking, and research. Other skills include critical thinking, problem-solving, inquiry-based thinking, and character education.

Student progress will be assessed based on their participation and behavior throughout the program. Students will also complete pre and post-assessments as a way of measuring their vocabulary development. Working as a group, students will also complete a final culminating project to be presented at the annual CLC ComicCon event.

As part of the regular schedule of academic programming, all middle, high school and selected K-8 sites must facilitate the Comic Book Club Literacy Enrichment Curriculum for students (minimum of 20) at least once per week for a minimum of 60 minutes. Comic Book Club sessions must be offered weekly, beginning September 26, 2016, and end no earlier than May 19, 2017. A minimum of one staff member from each participating site must attend Comic Book Club training in Fall 2016 and requested follow-up trainings throughout the academic school year.

Attendance records must be documented in APlus for all individual Comic Book activities. Each site must complete one approved culminating project to be completed no later than May 19, 2017. Student assessments (pre- and post-tests) provided through the Comic Book Club Literacy Enrichment Curriculum must be completed and submitted as requested by Milwaukee Public Schools.

## YOUTH RECREATION

**Required Start Date:** September 12, 2016

**Schedule Requirement:** Each participant must receive a minimum of 30 minutes of recreation enrichment per day for 4 days per week.

**Program Requirements:**

Each CLC is required to develop and operate youth recreation enrichment activities that expose participants to 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 (non-competitive in nature); games that provide opportunities to practice basic academic skills such as chess, checkers, puzzles and word games; entrepreneurial programs; telecommunications and technology programs; and experiences that build on a wide diversity of cultural and ethnic groups.

In addition to listing the recreation enrichment activities you will be offering during your program cycle, please connect each recreation enrichment activity to one or more learning goals and youth development goals.

**Learning goals** represent benchmarks or outcomes based on what you expect the child to learn by the end of the activity or program. Learning goals focus primarily on developing cognitive skills. The child should be able to show that he or she clearly understands and has mastered the concept or skill taught throughout the activity.

**Youth development goals** represent benchmarks or outcomes based on what you expect the child to learn by the end of the activity or program. Youth development goals focus on building the social, moral, emotional, and physical skills of the child and his or her understanding of why these skills are important. Youth development goals often, directly and indirectly, support learning goals.

**Sports Play & Active Recreation for Kids (SPARK) Afterschool Physical Activity Curriculum – Elementary and K-8 sites only**

All elementary and K-8 sites must facilitate the SPARK curriculum as part of regular recreation programming for students ages 6-12. Each site must facilitate at least 45 minutes per week of SPARK for each individual age group within the 6-12 year age range. Each elementary and K-8 site must incorporate SPARK for each group into the site's weekly program schedule. SPARK sessions for groups need not be scheduled for the same day; however each group must be scheduled at least once per week.

SPARK sessions must be offered weekly, beginning September 26, 2016, and ending no earlier than May 19, 2017. One staff member from each elementary and K-8 site must attend a SPARK training in Fall 2016 and requested follow-up trainings throughout the academic school year. Following the initial training sessions, trained site staff must facilitate an on-site training to additional staff that will also facilitate SPARK.

Attendance records must be documented in APlus for SPARK activities. Each individual SPARK activity must be named "SPARK" followed by the grade level. Attendance must be updated regularly, following standards specified in the contract. Evaluations provided through the curriculum must be completed and submitted as requested by Milwaukee Public Schools.

## PARENT INVOLVEMENT & FAMILY ENRICHMENT

### *Parent Orientation*

The CLC must complete at least one parent orientation event with at least one parent or guardian of each CLC participant on the purpose of the CLC program which must emphasize the academic focus, participant selection process and program commitment among other policies.

This may be completed through a mass gathering, individual parent meetings or a combination of the two. Participation/attendance at all mass gathering parent orientation events must be documented in APlus as a parent orientation activity by September 30, 2016. School-led open house events are not sufficient, unless an audience of CLC parents is separately addressed. All CLC families must receive written orientation materials by September 30, 2016.

The Parent Orientation may be coordinated with a Family Enrichment program only if the accompanying family event ALSO includes engaging, academically-focused activities for parents that are in support of student learning.

### *Family Enrichment Activities*

#### **Program Content:**

- a. Activities: Family Enrichment activities are defined as high quality programs designed to engage family members in support of student learning.
- b. Examples of Family Enrichment Activities would be appropriate for CLC:
  - *Family Literacy & Math Nights* – This ongoing series of hands-on, interactive literacy workshops (coordinated jointly by day school teachers, CLC Academic Coordinator, and CLC staff) will teach parents of CLC youth about the school's reading and math curricula. Each month, parents will learn new strategies that they can do at home with their child to reinforce and support literacy and mathematics skills. Workshops will take place on the third Tuesday of each month. A light dinner will also be provided.
  - *Parenting with Love & Logic* – Series of monthly workshops for parents that focus on building positive discipline and effective parenting techniques. Dinner and childcare will be provided.
  - *Adult GED/ESL Classes* – Parents of CLC youth are offered the opportunity to improve overall literacy skills by completing adult basic education classes (GED) and/or improve English speaking, reading, and writing skills. Building literacy skills is essential to helping parents effectively support literacy skills at home with their child, improving communication with school and afterschool staff, and strengthening communication and opportunities in the community and workforce environments.
- c. Examples of Family Enrichment Activities that would NOT be appropriate for CLC:
  - *School/CLC Spaghetti Dinner* – CLC and school work collaboratively to plan this event. Parents and students are offered spaghetti dinner to build community and celebrate. (*Why is this activity NOT appropriate for a CLC Family Enrichment Event? Although school and CLC worked together to plan this event and it may help to build a sense of community in the school/CLC, it is neither interactive nor does it include opportunities for parents to learn a skill or receive information that will help them reinforce student learning at home.*)
  - *CLC Holiday Celebration* - Parents and students are invited to gather for a celebration of the holiday. Students perform songs, dance, and showcase projects that they've been working on in the CLC program. Parents are invited to participate in a sing-along. (*Why is this activity NOT appropriate for a CLC Family Enrichment Event? Parents are simply watching students perform. They are not learning a skill or receiving information that will help them reinforce student learning at home.*)

- *Student sports game/play/recital – Students perform and parents are invited to attend game/performance and observe skills youth have developed. (Why is this activity NOT appropriate for a CLC Family Enrichment Event? It is not interactive. Parents are not learning a skill or receiving information that will help them reinforce student learning at home.)*

## 2016-17 CLC Professional Development Plan

Each CLC site is required to provide a minimum of 10 hours of on-site Professional Development (PD) for all CLC staff for the 2016-17 school year. Providers will work with the day school to coordinate mandatory PD for all staff, including those working with academic enrichment. The principal and lead agency will work with the CLC and day school staff to facilitate PD that is aligned with the goals and objectives of the School's Improvement Plan and the Community Learning Center. All PD will focus on program improvements to support student academic achievement.

At least five hours of on-site PD must take place in Cycle One and the remaining minimum of five hours must take place in Cycle Two. Site and Academic Coordinators will coordinate training sessions on a quarterly basis based on the following options.

### *PD Options for Frontline Staff*

- **Design a PD session based on a Site Coordinator or Academic Coordinator Meeting Topics.**
  - This involves the development of a training session utilizing information, resources and training methods from topics covered in bi-monthly meetings.
  - Possible facilitation might include a presentation of information, small group discussion on making program improvements based on information, creating staff and program goals based on information, inclusion of an action plan, etc.
  - Suggested Structure: On-site presentation = 45 minute minimum; Group Discussion, Modeling or Practice = 30 minutes; Action/Program Improvement Plan = 30 minutes
  
- **Participation in Foundations, Inc. Webinar(s)**
  - Frontline staff may directly participate in webinar opportunities as established by the MPS CLC Project Team. A listing of the scheduled one-hour webinars will be made available to sites with topic and session information.
  - Webinar reinforcement may include additional group discussion around the webinar content, action steps to integrate information into programming, etc.
  - Suggested Structure: Webinar = 1 hour; Group Discussion, Modeling or Practice = 1 hour minimum.
  
- **Milwaukee Public Schools In-Person Trainings**
  - The MPS CLC Project Team will periodically offer in-person frontline staff trainings throughout the academic year. A listing of the scheduled trainings will be made available to sites with topic and session information.
  - Sites must send a minimum of 5 frontline staff to these trainings to qualify for the site's PD hourly requirement.
  - Follow-up discussions on-site may be facilitated to elaborate on the PD topics.
  - Suggested Structure: Training = 2 hours; Group Discussion, Modeling or Practice = 1 hour minimum.
  
- **YoungStar and Registry Sanctioned Trainings**
  - Sites that conduct or participate in YoungStar qualifying training sessions may utilize the training to satisfy the PD requirement for those trainings hours if 5 or more site staff participate.
  - Documentation of completion must be copied and submitted to the MPS CLC Project Team as proof of participation.



- **On-Site Training Developed using MPS Provided Training Topics**
  - Site Coordinators may develop training topics using the following resource to address site-specific needs to enhance programming:
    - ✓ You for Youth Website
    - ✓ Foundations Graffiti Wall
    - ✓ SEDL Toolkit (Online)
    - ✓ Afterschool Style in Practice: 25 Skill Building Meetings for Staff
    - ✓ Beyond the Bell Toolkit Staff Handbook
    - ✓ Academic Content: Afterschool Style
  - Suggested Structure: On-site presentation = 1 hour minimum; Group Discussion, Modeling or Practice = 30 minutes; Action/Program Improvement Plan = 30 minutes

### ***Required Documentation***

APlus will be used to create site-based PD events and track staff participation. Site Coordinators will be responsible for creating PD events as directed by the MPS CLC Project Team. Following each training, the site will add the training event to each staff person's profile within APlus that attended the session.

### ***Completed PD Materials***

The Site Coordinator must submit the completed [PD Session Summary Report](#) and the agenda for the training on a quarterly basis. These items must be emailed to Lisa Mitchell. **Note:** Paper materials (fax or mailed) will not be accepted.

### **Quarterly Due Dates for PD Documentation:**

- November 4, 2016
- January 13, 2017
- March 10, 2017
- May 12, 2017

**CLC POLICY/PROCEDURES FOR ADDRESSING PROGRAM DISCREPANCIES**  
**(INTERVENTION OF SITE OBSERVATION FOLLOW-UP):**

*(Steps taken will be progressive unless the severity of the circumstances warrants a more aggressive acceleration of intervention.)*

- A. Within 48 hours of observation; written feedback/email/ sharing of observation tool/ phone communication.
- B. Within 7 days of observation a meeting will be scheduled with Principal, CLC Staff and Lead Agency.
- C. Development of a written corrective action plan will be required within seven days of the meeting.
- D. Follow-up visits by the lead agency, MPS project team and DPI - ongoing process.
- E. Suspension of operations (based on severity of compliance issue)/shut down of services until alternative plan is activated.
- F. Grant termination/or redirection of funds as determined by the DPI.

## MPS CLC Corrective Action Plan (CAP) *Policy & Procedure*

### Policy

All Community Learning Centers (CLC) and Lead Agency Partners must comply with the items set forth in the school year and summer CLC contracts between MPS and the Lead Agency. In situations in which a CLC site is consistently non-compliant in meeting one or multiple contract standards the creation and execution of a formal Corrective Action Plan (CAP) is required.

### Purpose

In order to efficiently address CLC contract non-compliance, individuals within the MPS CLC Project Team will assess the consistency and root cause of the identified non-compliance issue in order to develop and execute a CAP that will prevent recurrence of the non-compliance.

### Procedure

Individuals of the MPS CLC Project Team will monitor an array of CLC program operations including but not limited to: participant recruitment and retention, activity goals and implementation standards, data entry completion, alignment of programs with student academic needs, school and family collaboration, curricula implementation and other grant or contract specific requirements.

If a CLC Project Team member identifies consistent contract non-compliance that has not been resolved through informal coaching and support, the individual will communicate by email the need for a formal CAP. The following protocol should be followed in this situation:

- 1) Address an email to the CLC Site Coordinator, Academic Coordinator, Lead Agency, School Principal, and MPS Recreation Manager.
  - a. In a 4-5 sentence paragraph, outline the non-compliance issue at hand as well as the steps taken to attempt to resolve the issue prior to this point.
  - b. Explain the need for a CAP to abide by grant and contract standards for the betterment of the CLC student population.
  - c. Request a meeting time to develop the CAP with the involved parties. Mandatory attendees: CLC Project Team member, Site Coordinator and Lead Agency. Voluntary attendees: Principal, Academic Coordinator, other Lead Agency staff.
- 2) Begin assembly of the CAP in the provided template. Complete the initial portion of the template (first seven lines), while leaving the Action Items blank for determination at the upcoming CAP meeting.

- 3) Email this draft of the CAP to the individuals on the initial email communication a minimum of three (3) business days prior to the meeting date. Request all parties come to the meeting with their ideas for Action Items to resolve the non-compliance.
- 4) Hold the initial CAP meeting and draft the Action Items as a group. Within 2 business days, type and email the finalized CAP plan to all those on the initial email.
  - a. Modifications can be made to the CAP Template to accommodate additional Action Items or other notes. This can be done by selecting "Stop Protection" under the Restrict Editing function. You must lock the document again to make edits and additions to text.
- 5) Begin monitoring progress on the completion of action items according to the timeline set forth in the CAP. Ask that the Lead Agency Representative also check in frequently with the site to monitor completion of the Action Items.
- 6) Document ongoing CAP updates within the original document as Action Items are completed, additional items are created, or additional meetings are scheduled.
- 7) Lastly complete the CAP Closing Summary at the bottom of the document as the site has achieved full compliance or if the CAP has ended for another reason.
- 8) Send the final CAP document in an email to CLC Site Coordinator, Academic Coordinator, Lead Agency, School Principal, and MPS Recreation Manager. The Manager will then share the results with the Coordinator and Manager of Operations.



# 2016-17 MPS CLC Corrective Action Plan (CAP) CLC

Individual Issuing Plan: [Click here](#)

Date of Plan Creation: [Click here to enter a date.](#)

Lead Agency Responsible: [Click here](#)

Description of the non-compliance to be addressed:

\_\_\_\_\_

The determined root cause of the non-compliance:

\_\_\_\_\_

The following actions are to take place to address the root cause and prevent recurrence of the non-compliance:

Action Items:	Completion Date:	Responsible Individual(s):	Required Documentation	Status
1.	<a href="#">Click here to enter a date.</a>			<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Not Completed <input type="checkbox"/> Requires Follow-up
Notes on this item (if applicable):				
2.	<a href="#">Click here to enter a date.</a>			<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Not Completed <input type="checkbox"/> Requires Follow-up
Notes on this item (if applicable):				
3.	<a href="#">Click here to enter a date.</a>			<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Not Completed <input type="checkbox"/> Requires Follow-up
Notes on this item (if applicable):				
4.	<a href="#">Click here to enter a date.</a>			<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Not Completed <input type="checkbox"/> Requires Follow-up
Notes on this item (if applicable):				
5.	<a href="#">Click here to enter a date.</a>			<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Not Completed <input type="checkbox"/> Requires Follow-up
Notes on this item (if applicable):				

### Meeting Documentation:

Meeting Date	Purpose	Attendees
Click here to enter a date.	Initial CAP Meeting	
Click here to enter a date.		
Click here to enter a date.		
Click here to enter a date.		



### CAP Closing Summary

Please complete this section only when the CAP is completed and/or closed.

Reason for close of CAP:     CLC is now compliant     End of school year     New CAP needed     Other: \_\_\_\_\_

Date of CAP close:                      Click here to enter a date.

Description of the resolution of the non-compliance or the continuing root-cause of non-compliance:

\_\_\_\_\_

If applicable, describe the mechanisms in place to prevent future non-compliance:

\_\_\_\_\_

MPS CLC Project Team Recommendation:

Continuous Monitoring     Funding Reduction     Change in Personnel     Report to DPI     Other: \_\_\_\_\_

Explanation of Recommendation:

\_\_\_\_\_



# 2016-2017 Community Learning Center Program Plan – Cycle 1

Site Name:

Due Date: Friday, August 26, 2016, by 4:30 p.m.

Cycle One Program Plans are due electronically to your designated MPS Project Team Member. Activity information must be completely entered in APlus by 4:30 pm that day. Ensure that all Family Events and activities are created.

### Proposed CLC Days and Hours of Operation

List range of hours open (example: 3:30-6:00 pm)

	MON	TUES	WED	THU	FRI	SAT
AM Hours:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
PM Hours:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Please [Click Here](#) to tell us the following information: **CLC Cycle 1 Start Date, CLC Cycle 1 End Date, Mid-Year Review Preferred Date and Time, CLC Cycle 2 Start Date, and CLC Cycle 2 End Date.**

**Cycle 1** - Per CLC contract, CLC programs must begin on or before September 12, 2016 and end on January 19, 2017.

**Cycle 2** - Per CLC contract, CLC programs must begin on January 23, 2017. Cycle 2 may not end earlier than May 19, 2017. **Note: Site may close CLC operations between Cycle 1 and Cycle 2 for no more than 2 business days for documented Professional Development only.**

**CLC Mid-Year Review:** To discuss CLC performance with Principal, Lead Agency Representative, Site Coordinator, Academic Coordinator and MPS Project Team. Mid-Year dates are tentative based on MPS Project Team availability. **Note: Review must be completed between January 23 and February 28, 2017.**

**CLC Year-End Review:** To discuss CLC performance with Principal, Lead Agency Representative, Site Coordinator, Academic Coordinator and MPS Project Team. Year-End dates are tentative based on MPS Project Team availability. **Note: Must be completed if required by MPS Recreation Project Team. Must be completed by June 9, 2017.**

*I have read the terms and conditions of this Program Plan and ensure that the "school day" and "extended day" programs will be in alignment with the School Improvement Plan and the goal of improving students' academic achievement.*

Principal's Name

Lead Agency Director's Name

Principal's Signature

Date

Director's Signature

Date

### 2016-17 CLC Site Information

<p><b>School Name:</b> <input style="width: 90%;" type="text"/></p> <p><b>Principal Name:</b> <input style="width: 90%;" type="text"/></p> <p><b>Additional School Admin. Contact:</b> <input style="width: 90%;" type="text"/></p> <p><b>School Address:</b> <input style="width: 90%;" type="text"/></p> <p><b>School Phone:</b> <input style="width: 90%;" type="text"/></p> <p><b>School Fax:</b> <input style="width: 90%;" type="text"/></p> <p><b>Principal's Email:</b> <input style="width: 90%;" type="text"/></p>	<p><b>Lead Agency:</b> <input style="width: 90%;" type="text"/></p> <p><b>Agency Representative:</b> <input style="width: 90%;" type="text"/></p> <p><b>Additional Lead Agency Contact:</b> <input style="width: 90%;" type="text"/></p> <p><b>Agency Address:</b> <input style="width: 90%;" type="text"/></p> <p><b>Agency Phone:</b> <input style="width: 90%;" type="text"/></p> <p><b>Agency Fax:</b> <input style="width: 90%;" type="text"/></p> <p><b>Representative Email:</b> <input style="width: 90%;" type="text"/></p> <p style="text-align: center;"><b>Agency Fiscal Contact &amp; Phone:</b> <input style="width: 90%;" type="text"/></p>
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### Authors of the CLC Cycle One Program Plan

*Note: The authors of the CLC Program Plan **must** include: CLC Site Coordinator, School Principal/Administration, and CLC Lead Agency Representative, and CLC Academic Coordinator. Additional authors may be added as needed.*

<b>Name:</b> <input style="width: 90%;" type="text"/>	<b>Position/Title:</b> <input style="width: 90%;" type="text"/>
<b>Name:</b> <input style="width: 90%;" type="text"/>	<b>Position/Title:</b> <input style="width: 90%;" type="text"/>
<b>Name:</b> <input style="width: 90%;" type="text"/>	<b>Position/Title:</b> <input style="width: 90%;" type="text"/>
<b>Name:</b> <input style="width: 90%;" type="text"/>	<b>Position/Title:</b> <input style="width: 90%;" type="text"/>
<b>Name:</b> <input style="width: 90%;" type="text"/>	<b>Position/Title:</b> <input style="width: 90%;" type="text"/>
<b>Name:</b> <input style="width: 90%;" type="text"/>	<b>Position/Title:</b> <input style="width: 90%;" type="text"/>

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**This section to be completed by the MPS Recreation Department**

### CLC Cycle One Program Plan Approval

**This document has been reviewed by the MPS CLC Project Team for completion and quality.**

The Cycle One Program Plan for \_\_\_\_ CLC:     has been approved     requires revisions

If not approved, revisions are due via email by: \_\_\_\_ at \_\_\_\_ (specified date and time).

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)



## Strategies for Recruitment and Retention of Participants

For each programming area listed below, please provide a **detailed** description of the specific strategies your CLC team, in collaboration with day school staff, will implement to:

- identify and **recruit** participants to take part in CLC activities
- **retain** their participation in CLC activities
- encourage **parent** participation

### **Academic Enrichment**

Describe your Recruitment Strategies in detail:

Describe your Retention Strategies in detail:

### **Youth Recreation**

Describe your Recruitment Strategies in detail:

Describe your Retention Strategies in detail:

### **Family Enrichment**

Describe your Recruitment Strategies in detail:

Describe your Retention Strategies in detail:

### **Parent Orientation**

Describe the format of and recruitment strategies for CLC Parent Orientation. Include how parents will be notified, the length of the orientation, incentives, manner in which information will be presented, etc.:

## CLC Program Safety Plan

1. CLC staff and participants have access to the following in the school facility. Please check all that apply:

**Note:** Activities should **not** take place in spaces that are unsafe and/or that are not conducive to student learning.

- Classrooms       Library       Supplies/Equip.       Classroom computers/computer cart/computer Lab  
 Storage Space       Gym       Kitchen       Parent Center       Cafeteria

2. CLC has adequate office space on site. Please check all that apply:

- Desk       Locked filing cabinet       Phone/Voicemail       Computer/internet       Storage space

3. Each CLC site should review emergency procedures regularly with youth and staff and conduct practice fire drills monthly during CLC program hours. Please list practice fire drill dates below.

September: \_\_\_\_\_

November: \_\_\_\_\_

March: \_\_\_\_\_

4. Has the site identified a CPR/First Aid certified person(s) on staff that is available during CLC hours?

**Note:** It is strongly recommended that at least one or more CLC staff on-site during CLC hours be CPR/First Aid certified.

- No       Yes. Please list the names of staff members and their CPR/First Aid Certification expiration date:

Name: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Name: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Name: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

5. Has the site identified two CLC Staff (site coordinator preferred) to complete the DPI Medication Administration Training? **This is mandatory training per MPS policy (updated as of March 2016).** (<http://dpi.wi.gov/sspw/pupil-services/school-nurse/training/medication>) The knowledge (webcasts) training and assessment tests are to be completed at least **every four years**, while the skills competency check-off should be completed **annually**. At a minimum, the following Medication Training Requirements courses must be completed under Option 2 (Direct Access Webcasts): 1) Nebulizer, 2) Epipen, 3)(Oral) Course 1, and 4) Rescue Inhaler. Participants take the written assessment test after watching the video, and print it out as their proof of completing the session. There is no certificate generated. The skills competency check-off would still be completed by a professional nurse, physician or a skilled and willing parent. **(NOTE: A parent may only dispense medication to his or her own child. A parent may not dispense medication to any other child/ren.)**

- No       Yes. Please list the names of staff members and their certification expiration date:

Name: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Name: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

6. How many safety personnel does your site have on duty during scheduled CLC program hours? \_\_\_\_\_

7. What is your site's contingency plan if security personnel are absent from work?  
 \_\_\_\_\_

8. Describe **in detail** how individuals are permitted entrance into the school building during CLC hours of operation (use separate sheet if necessary). *(Include use of MPS Visitor Policy Procedures.)*  
 \_\_\_\_\_

9. Describe **in detail** how are participants dismissed from CLC. Please include procedures for student in-person pick-up, student walkers and bus riders. (Use separate sheet if necessary.) **All students must be signed out daily.**  
 \_\_\_\_\_

10. Describe how CLC students are permitted access to areas throughout the school building, including restrooms, classrooms and offices. (Use separate sheet if necessary).  
 \_\_\_\_\_

11. Where are the hard copies of CLC Registration forms and daily attendance records stored on site? *Note: CLCs must maintain hard copies of registration forms and daily attendance records for the duration of the grant.*  
 \_\_\_\_\_

### CLC Staff Roster

**Directions:** Staff to student ratios should abide by the following standards **and** maximum group sizes:

Youth ages 3-4 years

1:10

Group Max.: 20 with two staff

Youth ages 4-5 years

1:13

Group Max.: 26 with two staff

Youth ages 5-6

1:17

Group Max.: 34 with two staff

Youth ages 6+

1:18

Group Max.: 36 with two staff

Name:	Position:	Works directly with Youth	Works for the Day School	Projected Hours Per Week:
1. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
16. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
18. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
19. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
20. [REDACTED]		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	



**2016-17 MPS Community Learning Centers  
Request to Purchase Equipment Over \$100**

CLC Site: \_\_\_\_\_

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

Name and type of equipment to be purchased: \_\_\_\_\_

Link to equipment to be purchased or vendor name: \_\_\_\_\_

Total cost of equipment to be purchased: \_\_\_\_\_

Purpose of equipment to be purchase: \_\_\_\_\_

\_\_\_\_\_  
CLC Site Coordinator Electronic Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CLC Lead Agency Representative Electronic Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CLC Project Staff Signature

\_\_\_\_\_  
Date

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**For completion by MPS Recreation**

Approved \_\_\_\_\_ (Date)

MPS Inventory ID # Assigned to Equipment: \_\_\_\_\_

Denied \_\_\_\_\_ (Date)

Reason for Denial: \_\_\_\_\_

**Please return this form prior to purchasing equipment to:**  
MPS Department of Recreation and Community Services  
Attn.: Leighton Cooper  
[Cooperld@Milwaukee.K12.Wi.us](mailto:Cooperld@Milwaukee.K12.Wi.us)  
Phone: (414) 475-8844



## **MPS COMMUNITY LEARNING CENTER ROLES & RESPONSIBILITIES ACADEMIC COORDINATOR**

It is a **required** that all Academic Coordinators be a certified teacher. It is also **strongly recommended** that the Academic Coordinator be day school staff from the CLC school so that he or she may also have consistent, ongoing communication and collaboration with other day school staff (e.g., literacy coach, learning team, principal, classroom teachers) and can bridge the needs of day school with CLC.

- ▲ Develop and submit in conjunction with the Principal, Site Coordinator, Lead Agency, and Core Group of Teachers, a CLC Program Plan that identifies learning curricula to be implemented for CLC academic enrichment component.
- ▲ Identify in conjunction with the Principal, a core group of teachers from the day school who will actively support the implementation of a quality academic program for the Community Learning Center.
- ▲ Direct the development, implementation, coordination and monitoring of school-directed quality academic programming that supports academic achievement of CLC participants during extended school hours.
- ▲ Assist the day school in recruiting and retaining students in with the greatest academic need to participate in CLC academic activities such as math, literacy, or science enrichment, tutoring, and homework support programs. Students will be selected based on specific criteria developed by the CLC team, but not limited to:
  - The Reading and/or Math scores are Below Target or Significantly Below Target on STAR Assessments, and/or SPS.
- ▲ Facilitate training for CLC staff and volunteers in a variety of areas: day school or District curricula or interventions (i.e., Odyssey, Achieve 3000, Reading A to Z, etc.) identified academic needs (specific math or reading skills); Common Core State Standards; School's Improvement Plan (SIP); etc. Training resources may include You for Youth (<https://y4y.ed.gov>), Beyond the Bell Toolkit, etc.
- ▲ Communicate weekly with classroom teachers regarding student progress and individual student needs that can be supported through the CLC extended day academic program.
- ▲ Collect, monitor, and evaluate student data on an ongoing basis to determine the effectiveness of the strategies and curricula implemented.
- ▲ Monitor and provide technical support to CLC academic program staff and volunteers.
- ▲ Actively participate in the School Learning Team, making recommendations regarding the CLC academic program needs and student progress regularly to the School Learning Team and/or School Governance Council.



## **MPS COMMUNITY LEARNING CENTER ROLES & RESPONSIBILITIES LEAD AGENCY**

- ▲ Identify in conjunction with the Principal, a Site Coordinator to oversee CLC operations on site, and an Academic Coordinator to oversee the academic component of the CLC. Responsible for ensuring that all CLC Staff positions (Site Coordinator, Academic Coordinator, Safety, Data, etc) are filled at all times. In cases where staffing vacancies exist, Principal/Lead Agency will designate a representative to complete tasks.
- ▲ Develop and submit in conjunction with the Principal, Academic Coordinator, Site Coordinator, and Core Group of Teachers, a high quality ready for DPI review CLC Program Plan that identifies the learning curricula and other activities to be implemented in the CLC program, including recreational, social, and academic activities.
- ▲ Assist the Principal, Site Coordinator, Academic Coordinator, and day school in recruiting and retaining students for all CLC program activities, including the Academic Tutoring Program.
- ▲ Provide and/or facilitate professional development training opportunities for the CLC staff in the areas of program development; first aid and CPR; behavior management strategies; program planning; lesson plan design and implementation; etc.
- ▲ Hire and evaluate all CLC Staff. Conduct criminal background checks on all individuals planning to work and/or volunteer in the CLC.  
  
Submit to MPS results of criminal background checks on any individual whose criminal background check indicates criminal history.
- ▲ By the 15<sup>th</sup> of each month, submit expense/cost reports to CLC Project Team for expense approval and reimbursement on a monthly basis. Copies must be signed by Principal before being submitted for approval.
- ▲ Submit all required CLC reports.
- ▲ Monitor the CLC program on a quarterly basis (*November, February, April, and June*). Provide resources and ongoing training to CLC staff as needed based on quarterly monitoring observations to ensure continuous program improvement, quality and safety.
- ▲ Regularly monitor APlus data to ensure timely input of all student and family program participation on the District's web-based APlus attendance tracking system and completion of requested and required data.



## **MPS COMMUNITY LEARNING CENTER ROLES & RESPONSIBILITIES SITE COORDINATOR**

- ▲ Develop and submit in conjunction with the Principal, Academic Coordinator, Lead Agency, and Core Group of Teachers, a CLC Program Plan that identifies the learning curricula and other activities to be implemented in the CLC program.
- ▲ Assist the Principal, Academic Coordinator, and day school staff in recruiting and retaining students for all CLC program activities.
- ▲ Coordinate, direct, and monitor the CLC staff and volunteers for overall effectiveness in carrying out the CLC's program plan and operation.
- ▲ Collect and complete all written paperwork including payroll, attendance, accident/incident reports, surveys, etc. in accordance with required deadlines.
- ▲ Complete assignments and duties as directed by the Lead Agency and per CLC contractual requirements.
- ▲ Attend School Learning Team meetings, School Governance Council meetings, bi-monthly CLC Site Coordinator mandatory meetings to ensure ongoing communication with Day School, and CLC Project Team Staff.
- ▲ Become trained in the APlus attendance tracking system. Ensure that data entered into the APlus System (i.e., Program activities, participant registrations, rosters and attendance) is up to date and accurate, including:
  - APR data
  - Site Information data
  - Program Activities
  - Participant Registrations
  - Rosters
  - Daily attendance
- ▲ Keep all signed registration forms and attendance records in a secure, locked place. Records must be retained on site for a minimum of 3 years.



## **MPS Community Learning Center ROLES & RESPONSIBILITIES PROJECT TEAM**

- ▲ Plan, develop, administrate, monitor and evaluate the 21<sup>st</sup> Century CLC Program awarded to MPS by the Department of Public Instruction. Prepare and submit all required CLC reports to respective Governmental authorities.
- ▲ Monitor the CLC Lead Agencies and Principals contractual compliances and recommend action strategies to the CLC Project Director.
- ▲ Conduct site visits to all CLCs a minimum of four (4) times per academic year. The results of the monitoring visits will be shared with the WI Department of Public Instruction, Principals, Lead Agency Representatives, and Site Coordinators in November, February, April and June.
- ▲ Review and approve the CLC Program Plan in conjunction with the DPI that identifies the learning curricula and other activities to be implemented in the CLC program.
- ▲ Complete annual mid-year cycle reviews to discuss CLC performance with Principals, Lead Agency Representative, Site Coordinators, and Academic Coordinators. Complete end of year reviews as required.
- ▲ Meet regularly with CLC Principal, Lead Agency, Site Coordinator and Academic Coordinator to discuss CLC performance.
- ▲ Serve as a resource to CLCs in the following areas: curriculum development; academic enrichment resources; classroom teaching and learning; behavior modification; program planning; implementation; roles and responsibilities; recreation programming; and CLC standards.
- ▲ Have primary fiscal accountability for all CLC funds. Review and approve monthly cost reports from the Lead Agency and Principal.
- ▲ Identify and work with non-profit organizations, governmental bodies and philanthropic organizations in developing “sustainability” resources for CLC program operations.





## **MPS COMMUNITY LEARNING CENTER ROLES & RESPONSIBILITIES PRINCIPAL**

- ▲ Conduct the interview process for the identification, selection and contracting of the Community Based Organization (CBO) that will serve as the CLC Lead Agency.
- ▲ Identify in conjunction with the Lead Agency a Site Coordinator to oversee CLC operations on site, and an Academic Coordinator who is a certified teacher to oversee the academic component of the CLC.
- ▲ Identify in conjunction with the Academic Coordinator, a core group of teachers from the day school who will actively support the implementation of a quality academic program for the Community Learning Center.
- ▲ Monitor the CLC program on a quarterly basis (*November, February, April, and June*). Provide resources and ongoing training to CLC staff as needed based on quarterly monitoring observations to ensure continuous program improvement, quality and safety.
- ▲ Identify and implement appropriate strategies to assess student progress in the CLC academic program as aligned with the School Improvement Plan needs.
- ▲ Develop and submit in conjunction with the Academic Coordinator, Site Coordinator, Core Group of Teachers and Lead Agency, a CLC Program Plan that identifies the learning curricula and other activities to be implemented in the CLC program; including recreational, social, and academic activities.
- ▲ Responsible for ensuring that all CLC Staff positions (Site Coordinator, Academic Coordinator, Safety, Data, etc.) are filled at all times. In cases where staffing vacancies exist, Principal/Lead Agency will designate a representative to complete tasks.
- ▲ Assist the Lead Agency in recruiting and retaining students for the CLC program.
- ▲ Apprise CLC staff of District and School policies and initiatives, including Learning Targets; Common Core State Standards; School Improvement Plan Goals; School Crisis Plan; Fire Drills, etc.
- ▲ Encourage collaboration with the School Learning Team and/or School Governance Council in assessing the effectiveness of CLC programs, including academics, social, and recreational activities.
- ▲ Attend all CLC meetings as requested, or send an administrative representative from the day school.
- ▲ If not yourself, identify an administrative designee from the day school to handle all CLC related issues and serve as the contact person for the CLC Project Team.
- ▲ Communicate regularly with CLC Site Coordinator, Lead Agency, and MPS Day School Staff to ensure direct success of CLC.
- ▲ Provide adequate office space in the school (desk, locked filing cabinet, phone line, answering machine, computer connected on school's network, storage space) for CLC Site Coordinator, and provide access to an appropriate number of classrooms, labs, gyms, cafeteria, libraries, and computers/computer labs to complement CLC program needs.



2016-17 COMMUNITY LEARNING CENTERS Request for Professional Training/Conference Reimbursement

Name of Training/Conference: \_\_\_\_\_

Date(s) of Training/Conference: \_\_\_\_\_ Training Location: \_\_\_\_\_

Name of Organization Offering Training: \_\_\_\_\_

Name(s)/CLC Position(s) of Individuals Attending Training: \_\_\_\_\_

Purpose for Attending Training: \_\_\_\_\_

Table with 2 columns: Category, Estimated Reimbursement Amount. Rows include Air, Auto, Other, Hotel, Taxi/Shuttle, Registration Fee, Other Miscellaneous, and Total.

CLC Site Coordinator Signature

Date

CLC Location

CLC Lead Agency Representative Signature

Date

CLC Project Staff Signature

Date

Approved \_\_\_\_\_ (Date)

Denied \_\_\_\_\_ (Date)

Reason for Denial: \_\_\_\_\_

Please return this form at least 30 days prior to Conference date to:

MPS Department of Recreation and Community Services

Attn.: Leighton Cooper

cooperld@Milwaukee.K12.Wi.Us

Phone: (414) 475-8941

## CLC COST CATEGORIES

<b>CATEGORY</b>	<b>DESCRIPTION</b>
<b>Personnel (Direct)</b>	Direct Program Employee's Salary / Wages Expense
<b>Fringe Benefits (Direct)</b>	Insurance (Disability, Health & Dental, Life)
	Medicare
	Retirement
	Social Security
	Unemployment Compensation
	Workers Compensation
<b>General Services (Direct)</b>	Event / Activity Admission Fees
	Participant Nutritious Snacks & Meals
	Program Advertising and Printing (must include CLC reference and/or logo)
	Staff Training
	Staff / Participant Travel (In-State or Out-of-State)
<b>Program Supplies (Direct)</b>	Instructional Materials
	Program Materials
	Course / Activity Supplies (i.e., art, recreation, athletic, etc)
	Staff / Participant Apparel (must include CLC reference and/or logo)
	Computer Software
<b>Office Supplies (Direct)</b>	General Office Products & Consumable Supplies
	Equipment Supplies (i.e., computer, copier, etc.)
	Program Publications & Periodicals
	Program Subscriptions/Books
	Mailings / Postage
	Duplicating
<b>Equipment Purchase (Direct)</b>	Computer / Printer
	Copy/Fax Machine
	Photographic
	Furniture
	Audio
	Telephone/Answering Machine
<b>Equipment Rental (Direct)</b>	Audio /Visual
	Furniture
	DJ Equipment
<b>Contractual Services (Direct)</b>	Subcontracted Services
<b>Transportation (Direct)</b>	Contracted Busses and Leases
<b>Administrative Cost (Indirect)</b>	A percentage of Provider's indirect Administrative Staff Cost
	Bookkeeper / Accountant fees for preparing and maintaining Program records, budget, cost reports, etc.)
	Consumable Agency Supplies used for CLC functions
	Program Audit and insurance fees
	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 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 aren't limited to, administrative expenses, i.e., 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, Appendix H.

The maximum amount for administrative costs is limited to \$10,000 CLC sites whose grant awards are \$90,000 - \$99,000. CLC sites whose grant awards are \$ 77,000 are limited to a maximum of \$5,000 for administrative costs. The maximum amount for administrative costs for Wisconsin Shares funds is 10% of the submitted costs report.

**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 Monthly 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 21<sup>st</sup> 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 21<sup>st</sup> 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, weekly fees, and field trips) and include documentation of all funds collected in the 21st Century Community Learning Center Monthly Cost Report. All revenue generated must be reported on the CLC Cost Report on a monthly basis.

All funds generated through the collection of W2 child care subsidies shall be monitored by MPS. MPS will provide a monthly statement to Provider reflecting funds collected and money accrued.

**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 the MPS Department of Recreation and Community Services:

- 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 educational, health and wellness programming.

## HUB AND STUDENT ENGAGEMENT INFORMATION AND FORMS

All the information you need related to Historically Underutilized Business (“HUB”) or Student Engagement Program, including all applicable forms, can be found in this document.

### **If HUB and Student Engagement Requirements are Zero**

If the HUB and Student Engagement requirements are zero in the RFP you are responding to, the only form you must fill out is **Appendix B**, the Prime Vendor Information Sheet. This information will not be used in making the award and is kept solely for statistical reporting purposes to the Board of School Directors.

### **Historically Underutilized Business (“HUB”) Requirements**

HUB firms are defined as for-profit businesses 51% or more owned, controlled, and managed by minority, women, disadvantaged, emerging, small or other MPS-targeted business owners who have been certified as such by an MPS-recognized agency. MPS has an annual HUB participation goal equal to 35% of all applicable purchases. Contact Contract Compliance Services (CCS) for other eligible considerations.

**Appendix A must be completed only if a HUB requirement is assigned to this RFP.**

**ALL HUB PARTICIPATION MUST BE COMMERCIALY USEFUL TO THIS PROJECT.** “Commercially Useful” means the goods and/or services to be provided by the HUB firm are a direct function of the scope of services described in the RFP. The HUB requirement may be met in several ways: (1) by identifying yourself as a certified HUB vendor who intends to perform a minimum of the required HUB participation for this RFP; (2) by engaging in a joint venture with a certified HUB firm; (3) by subcontracting with a certified HUB firm(s); or (4) by making second-tier purchases from a certified HUB firm(s). Respondents are free to meet HUB participation requirements with any certified HUB vendor as long as proof of certification is provided. You may also contact CCS for a list of MPS-registered HUB firms.

A HUB Utilization Plan, attached as Appendix A, must be completed to document how you expect to meet the HUB requirement for this project. This will become a binding part of the contract. Failure to return the HUB Utilization Plan will result in your proposal being deemed non-responsive and ineligible for consideration. MPS reserves the right to award a contract to the vendor who submits a meaningful utilization plan that provides a real opportunity for HUB involvement.

Contractors with questions about the HUB Program before contract award should email those questions to [mpsrfps@milwaukee.k12.wi.us](mailto:mpsrfps@milwaukee.k12.wi.us).

### **Student Engagement Program**

The Student Engagement Program seeks to maximize contractor involvement in career education and employment opportunities for students. The anticipated results are young people who are able to make better career and post-high school education choices that ultimately have a positive effect on our local business community. This program component consists of specific requirements for contractors to engage in. They are: (1) career education activities that directly involve MPS students and/or (2) fulfilling paid student employment hours that provide students with an actual work experience. **The students must be MPS students registered through CCS who have completed the required job readiness training.**

#### A. Qualified Recipients

Career Awareness/Education Activities: (1) any school that is the contracted project site or (2) other CCS-approved options.

Student Employment Requirement: (1) high school students, 16 years or older, who are currently enrolled in an MPS school and have participated in CCS Job Readiness Training, or (2) with prior authorization from CCS, students who have graduated from an MPS high school not more than twelve months from their date of matriculation and have received job readiness training provided by CCS.

#### B. Student Engagement Requirements

1. All vendors shall provide ten (10) hours of career education activities on each contract unless otherwise specified in the RFP. Contractors are allowed two (2) hours of preparation time per MPS project. This two (2) hour preparation time is not applied to the requirement until the actual activities have been completed. The remaining eight (8) hours must be **actual engagement with MPS students that provides a meaningful career-related experience.**
2. If a project is required to have student employment, MPS shall designate prior to bid, the total MPS student hours of employment required. The successful bidder will be required to commit to providing a meaningful employment experience for one or more MPS students. Under no circumstances shall students work under conditions that would be considered a hazardous work environment.

## C. Program Specifications

1. Career Awareness/Education activities (with CCS approval) include but are not limited to the following:
  - a. Classroom presentations at MPS project sites or various contractor career-specific activities.
  - b. Full classroom or small group tours of office environments to provide an orientation to potential careers and the education-related skill involved in those careers. If a contractor is going to provide this type of activity, all required permission slips/arrangements must be made with the school by following normal field trip procedures. CCS only provides approval of activity type.
  - c. Classroom skill development project activities in conjunction with teacher lesson plans such as math, science, reading, writing, etc.
  - d. Other CCS-approved contractor-provided options.
2. Student employment participation can include but is not limited to the following activities:
  - a. Student summer employment placement (full-time/part-time).
  - b. Student after-school and weekend placement (20 hrs/wk max) where appropriate.
  - c. Placement with a sub-tier contractor on the project.
  - d. Alternative placement may be made when the contractor's place of employment is beyond the transportation resources of available students or when certain project circumstances exist that prevent student employment on the job site. In such cases, the contractor maintains responsibility for the student's work site and wages as well as ensuring a reasonably safe and meaningful work experience. All alternative work assignments are the responsibility of the prime contractor and **require CCS approval.**
  - e. Other CCS-approved contractor provided options.
3. Extended Student absences – Students must notify hiring contractor of any planned family or other absences that will occur during the employment period.
4. Super Student Status – Contractors who retain or rehire an MPS student or graduate from the CCS student database on or across multiple projects within a maximum 12 month period from original hire date, or have maintained employment for at least six (6) months beyond that past contract period, shall be able to count current hours worked by that same student at 1.25 hours for every hour worked on the new contract. Contractors planning to take advantage of Super Student status must submit a letter to CCS with this request. Request must be submitted before the beginning of the project. This status must also be noted on the Schedule H2 submitted with each invoice to MPS. Super Students retain this status for 24 months following the approved request.
5. Career Awareness/Education Banking Hours - A contractor may perform career awareness/education hours a maximum of 12 months in advance of having a contractual requirement for student engagement. Contractor must submit a written request to CCS for approval to bank hours PRIOR to the activity. No credit will be allowed after activity has been completed without prior approval. The Education Hour Confirmation form must be submitted to CCS no less than 10 days following the activity.
6. No other CCS requirements may be banked.

## D. Student Engagement Sanctions

Contractors must submit Schedules H1-A and H1-B indicating how they intend to meet their Student Engagement requirement. These schedules must be submitted five (5) business days after official MPS RFP award date

MPS shall withhold funds from the pay request when Student Engagement requirements are not met. Other sanctions may include withholding of payments, termination, suspension, or cancellation of the contract in whole or in part, prohibition from participation in any further contracts awarded by MPS for a specified period of up to three years, and any other remedy available to MPS at law or in equity.

Contractors with questions about the Student Engagement Program before contract award should email those questions to [mpsrfps@milwaukee.k12.wi.us](mailto:mpsrfps@milwaukee.k12.wi.us)

**HUB Utilization Plan**

**APPENDIX H**

The prime vendor should use this form when there is a HUB participation requirement. The form documents how the HUB requirement will be met and will become a binding part of the contract. If you are a prime vendor who is also a HUB vendor and will be providing services to meet a HUB participation requirement, you must fill this section out. Prime HUBs must identify the actual percentage of service/product they will provide. Only the percentage of service/product actually provided by the HUB prime will count toward HUB participation.

If you are a prime vendor who is not a HUB, list any contractors or vendors you will employ or partner with to fulfill the HUB requirement.

THIS SECTION MUST BE FILLED IN COMPLETELY. FAILURE TO LIST ALL HUB CONTRACTORS OR VENDORS MAY RESULT IN YOUR RESPONSE BEING DECLARED INVALID AND REMOVED FROM CONSIDERATION. IDENTIFICATION OF A HUB FIRM HERE INFERS PRIME HAS SPOKEN WITH HUB VENDOR AND BOTH ARE IN AGREEMENT WITH CONTINGENT COSTS AND SERVICES LISTED BELOW:

**GIVE THE FOLLOWING INFORMATION FOR EACH HUB VENDOR. ATTACH ADDITIONAL SHEETS IF REQUIRED.**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PLEASE LIST TYPE OF WORK TO BE PERFORMED, WHICH MUST BE COMMERCIALY USEFUL TO THE SCOPE OF SERVICES OF THE RFP.

IS THIS A CERTIFIED FIRM? \_\_\_\_\_ Yes \_\_\_\_\_ No  
(Include a copy of the current certification with your response)

CHECK WHICH TYPE OF FIRM: MBE, WBE, EBE, DBE, SBA-8A OR OTHER \_\_\_\_\_

DOLLAR AMOUNT OF HUB PARTICIPATION: \$ \_\_\_\_\_

PERCENT OF BID: \_\_\_\_\_% Total HUB participation must be equal or greater than \_\_\_\_\_%

1. List the name, address, telephone number for the contact person of all HUB firms contacted to meet the HUB goals, excluding those listed above.
2. Please indicate any problems you had in meeting the HUB requirement for this RFP. Did you contact CCS during preparation of this RFP?



**HUB Utilization Plan**

**APPENDIX H**

The undersigned acknowledges that the HUB participation percentages are mandatory and failure to comply with them will render this bid response invalid and any contract made pursuant to it void.

This proposal is submitted by: \_\_\_\_\_  
(Name of Proposer's Firm)

\_\_\_\_\_  
(Street Address) (City, State and Zip Code)

At Milwaukee, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_ 2015

If a corporation, also answer the following:  
Incorporated under the laws of which state? \_\_\_\_\_

**AFFIX YOUR CORPORATE SEAL HERE:** →

If you are incorporated outside of Wisconsin, are you licensed to do business in Wisconsin? \_\_\_\_\_

Print or type the name of the authorized signer:

\_\_\_\_\_

Proposer's Signature and Title:

\_\_\_\_\_





**SCHEDULE H1-B  
Student Career Awareness/Education  
Plan/Commitment**

Project/Contractor Information

_____	_____	_____
CONTRACTOR COMPANY NAME	MPS SITE/PROJECT NAME	NUMBER OF REQUIRED HOURS

Name of Education Liaison Contact

_____	_____	_____	_____
CONTACT PERSON	PHONE	FAX	E-MAIL

Place an "X" below to indicate how you plan to fulfill your career awareness/education requirement. This is a ten (10) hr. requirement unless otherwise listed in the project specifications. Preparation time of two (2) hours is allowed. Career awareness/education hours are counted by company, not by number of presenters. Interviews with students for fulfillment of student employment requirements and conversations with CCS personnel are not counted toward education activities.

- |   |  |
|---|--|
| <input type="checkbox"/> Classroom skill development/project activity                   | <input type="checkbox"/> Classroom panel presentation/demonstration  |
| <input type="checkbox"/> Student group tours/observations – job site                    | <input type="checkbox"/> Classroom presentation – industry awareness |
| <input type="checkbox"/> Contractor provided option (Please provide description.) _____ |  |

Provide a detailed description of your career awareness/education plans for this project.

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I hereby declare and affirm that I, \_\_\_\_\_  
 am a duly authorized representative of \_\_\_\_\_  
 located in \_\_\_\_\_  
 STATE COUNTY CITY

and that I have personally reviewed the material and facts describing our proposal regarding student career awareness/education. I agree to provide the experience(s) contained herein. If a contractor is non-compliant, MPS may impose one or more identified sanctions, and require proof of corrective action by the contractor.

_____	_____	_____
SIGNATURE OF AUTHORIZED COMPANY OFFICER	TITLE	DATE

_____	_____	_____
SIGNATURE OF CCS REPRESENTATIVE	TITLE	DATE

<b>ACORD.</b>	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	OPID JI 9MPS--1	DATE (MM/DD/YYYY) <b>8/16/15</b>
PRODUCER  <b>Insurance Co. Name (Agency)</b>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED  <b>Name of Organization</b>	INSURERS AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:	<b>Name(s) of Insurance Carriers</b>	
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY				EACH OCCURRENCE \$ <b>1,000,000</b>
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ <b>5,000</b>
		<input checked="" type="checkbox"/> <b>Sex Abuse Molestation</b>				PERSONAL & ADV INJURY \$ <b>1,000,000</b>
		GENERAL AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE \$ <b>2,000,000</b>
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ <b>4,000,000</b>
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ <b>4,000,000</b>
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ <b>100,000</b>
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b>
						E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
		OTHER				
		<input checked="" type="checkbox"/> Professional Liability (see Section VI of Contract Agreement)				Each Occurrence \$ 1,000,000
		<input checked="" type="checkbox"/> Fidelity Crime				Limit of Contract
		<input checked="" type="checkbox"/> School Leaders Errors & Omissions or Directors & Officers*				Each Occurrence \$1,000,000/2,000,000 Agg.

**Description:**

**Additional Insured: Milwaukee Public Schools**

**CERTIFICATE HOLDER**

Milwaukee Public Schools 5225 W. Vliet Street Milwaukee, WI 53208	9 SAMPLE SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**\*NOTE: SUBMIT ENDORSEMENT THAT VERIFIES DIRECTORS & OFFICERS LIABILITY INCLUDES ALL EMPLOYEES & VOLUNTEERS. FOR INSURANCE QUESTIONS, PLEASE CALL JONNY L. THOMAS AT (414) 475-8782.**



## BUILDING PERMIT FOR SCHOOL FACILITY USE

<b>Today's Date:</b>			
<b>Date(s) of Activity:</b>		<b>Permit No. #:</b>	
<b>School Name:</b>		<b>Site No.:</b>	
<b>Permit Requested By:</b>	<b>Name:</b>		
	<b>Entity / Institution:</b>		
	<b>Address:</b>		
	<b>Telephone No.:</b>		<b>Ext.:</b>

Type of Activity (Detailed Description)	Services Required	Activity Hours		Rooms Requested	How Many People	DFMS to bill for facility use fees (✓)	Budget Code
		From	To				

GENERAL SCHOOL USE	
PRINCIPAL _____	Date _____

**Permit holder agrees to the following:**

- Permit will be pending until confirmation of insurance is received. Confirmation of insurance is due 2 weeks prior to activity.
- **Permit holder** agrees to hold the Board of School Directors harmless from any and all claims which may arise from the usage of this permit and to assume any and all responsibility for any and all damages to Board property.
- **Permit holder** agrees to provide security guard to patrol parking area during event .- **NO OVERNIGHT PARKING ON SCHOOL BOARD PROPERTY**
- The Board prohibits the use/possession of alcoholic beverages, tobacco, controlled substances, firearms, or other weapons on its premises.
- No exchange of money or selling of merchandise allowed on School Board property other than free will worship service offering.
- All materials must be removed at the end of each activity.
- There is a minimum 2 hour minimum charge.



**MILWAUKEE  
PUBLIC SCHOOLS**



## 2016-2017 Maximum CLC Fee Rates

### Early Elementary/K8 Schools

<u>Session</u>	<u>Time</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>
AM Only – 1	7:00-7:45 AM	\$4.00	\$20.00
AM & PM – 2	7:00-7:45 AM & 2:30-4:30 PM	\$9.80	\$49.00
AM & Late PM – 3	7:00-7:45 AM & 2:30-6:00 PM	\$16.60	\$83.00
PM Only – 4	2:30-4:30 PM	\$8.00	\$40.00
Late PM Pick-up – 5	2:30-6:00 PM	\$14.00	\$70.00

### Late Elementary/K8 Schools

<u>Session</u>	<u>Time</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>
AM Only – 1	7:00-9:00 AM	\$8.00	\$40.00
AM & PM – 2	7:00-9:00 AM & 3:45-4:30 PM	\$9.80	\$49.00
AM & Late PM – 3	7:00-9:00 AM & 3:45-6:00 PM	\$16.60	\$83.00
PM Only – 4	3:45-4:30 PM	\$4.00	\$20.00
Late PM Pick-up – 5	3:45-6:00 PM	\$8.60	\$43.00

### Minimum/Maximum Annual Registration Fee\*

\$5.00 minimum - \$10.00 maximum-per student

**\*Fees may be waived for Wisconsin Share Recipients**

**\*\*Ability to pay cannot be a barrier to participation**