

**(ATTACHMENT 1) ACTION ON THE AWARD OF A SUMMER CONTRACT FOR
A 21ST CENTURY COMMUNITY LEARNING CENTER (CLC)**

Location: Milwaukee High School of the Arts
Purchase Requisition Number: CR030214
Contract Number: C026344
Vendor Number: V011666

**AGREEMENT FOR THE PROVISION OF A SUMMER 2017 COMMUNITY
LEARNING CENTER PROGRAM FOR MILWAUKEE'S YOUTH**

AGREEMENT entered into this 1st day of May, between **Neu-Life Community Development, Inc.**, (hereinafter referred to as "Provider") and Milwaukee Board of School Directors, contracting authority for Milwaukee Public Schools, (hereinafter referred to as "MPS").

WHEREAS, MPS is authorized by sec. 118.001, 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, Provider is a pre-approved lead agency for MPS's before and after school recreation programming; and

WHEREAS, MPS and Provider are desirous of entering into an agreement for the provision of a 2017 Summer Community Learning Center Program ("Summer CLC Program") to provide a safe place for MPS students and neighborhood children within the city of Milwaukee to participate in recreational and educational activities;

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

I. SCOPE OF SERVICES

A. Operational and Program Standards

1. Provider shall operate a Summer CLC Program, Monday through Friday, between June 19, 2017 and August 11, 2017. No Summer CLC Program shall take place on Tuesday, July 4, 2017. If Provider's site offers both Elementary/K-8 and Middle & High School programming, its hours must conform to both standards set forth subsections a) and b) below.
 - a) Elementary/K-8 Program Hours and Fees
 - (1) The program time will be 9:00 am to 4:00 pm, Monday – Friday with extended drop-off hours of 7:00 am – 9:00 am and extended pick-up hours of 4:00 – 6:00 pm.
 - (2) Provider may charge a weekly fee per child to families who utilize the extended drop-off hours of 7:00 am – 9:00 am and extended pick-up hours of 4:00 – 6:00 pm.
 - (3) Provider may charge a one-time registration fee per child.
 - (4) Notwithstanding the foregoing, registration and program fees shall not be a barrier for any child to participate in the Summer CLC program.
 - b) Middle & High Program Hours and Fees
 - (1) The minimum program time will be 11:00 am – 5:00 pm, Monday – Thursday. Program hours on Friday will vary depending upon field trip schedules.
 - (2) Provider may charge a one-time registration fee per child.
 - (3) Notwithstanding the foregoing, registration and program fees shall not be a barrier for any child to participate in the Summer CLC program.
2. Provider is responsible for complying with the 2017 Summer CLC Operations Manual, incorporated herein as Appendix D.

3. Provider is responsible for assuring its CLC Site Coordinator attends the 2017 Summer Planning meeting on April 20, 2017.
4. Provider's CLC Site Coordinator and a minimum of three (3) Summer CLC staff to the MPS CLC Summer Program Staff Training, which shall be held on June 3, 2017, at North Division High School from 8:30 am – 4:00 pm. Provider must register its attending staff members by May 19, 2017. Provider is further responsible for providing continual staff training throughout the term of this Agreement.
5. Staffing must be set according to the ratios below, shown as number of staff: number of participants. Volunteers shall not be included when calculating the ratios. Participant interaction with caring adults is a key component of the Summer CLC Program. Provider is responsible for ensuring that staff is actively engaged with participants at all times.

<u>Youth ages 3-4 yrs.</u>	<u>Youth ages 4-5 yrs.</u>	<u>Youth ages 5-6 yrs.</u>	<u>Youth ages 6+ yrs.</u>
1:10	1:13	1:17	1:18
Group Max.:	Group Max.:	Group Max.:	Group Max.:
20 with two staff	26 with two staff	34 with two staff	36 with two staff

6. Attendance requirements set forth in Appendix B, attached hereto and incorporated by reference must be maintained over the duration of the Summer CLC Program, as identified in Appendix A. Collection of daily attendance records in the APlus system is required and will be monitored on a weekly basis by the MPS CLC Project Team. All attendance must be entered into the APlus system no later than five business days after the last date of the Summer CLC program.
7. Each Summer CLC Program shall offer, on a daily basis, engaging recreation enrichment activities in: the arts (dance, drama, pottery, music, etc.); sports and fitness (activities designed to get kids moving and physically active, as well as discussions on health and nutrition); cooperative learning games (noncompetitive in nature); games that provide opportunities to practice basic academic skills such as chess, checkers, puzzles and word games; and experiences that build on a wide diversity of cultural and ethnic groups.
 - a) Elementary/K-8 Program Requirements
 - (1) Academic Enrichment
 - a. Academic enrichment programming must be conducted from 9:00 am– 11:30 am, Monday – Thursday for all participants in attendance.
 - b. As part of the regular schedule of academic programming, all Elementary/K-8 sites must facilitate, for a minimum of 60 minutes per group each week, the LitART literacy enrichment curriculum for all participants.
 - (2) Recreation Enrichment
 - a. All recreation activities must be conducted from 11:30 am – 4:00 pm, Monday – Friday for all participants in attendance.
 - b. As part of the regular schedule of recreation programming, all Elementary/K-8 sites must facilitate the SPARK curriculum for a minimum of 45 minutes per group per week for all participants.
 - b) Middle & High School Program Requirements
 - (1) Academic Enrichment

- a. Each site must participate in, and actively recruit participants for a minimum of one Summer EXCEL camp. The minimum attendance requirements for this activity must be met as reflected in the APlus system.
- (2) Recreation Enrichment
- a. All recreation activities must be conducted from 11:30 am – 4:00 pm, Monday-Friday for all participants in attendance.
 - c) Middle & High School programs that also serve Elementary/K-8 students must provide age-appropriate academic and recreation enrichment activities for all participants, in accordance with the standards set forth above.
8. The MPS Department of School Nutrition Services will provide a breakfast, lunch, and dinner program which will be offered on a daily basis for all Summer CLC Program participants, as well as for the community (ages 18 and under). CLC staff shall supervise the all attendees during the meal program. The following requirements must be met for summer meal locations:
- a) 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. (Dinner Meal Service Requirement)
 - b) 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. (Dinner Meal Service)
 - c) 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 Food Service staff is responsible for sanitizing debris free tables and emptying trash containers.
 - d) Provider will communicate any cancellation of meal service to MPS Food Service site staff two weeks in advance. Failure to notify MPS Food Service could result in provider covering any lost costs.
 - e) Provider must follow instructions on how to operate the Point of Service (POS) which includes entering each child’s name or ID number. If unable to operate computer, Provider will document the name and ID number of each child that receives a meal. Failure to provide proper meal counts could result in Provider covering any lost cost.
 - f) Failure to comply with any of these requirements will result in the discontinuance of food service.
9. Provider will complete its 2017 Summer Community Learning Center Program Proposal, as set forth in Appendix A, and submit it to MPS no later than June 5, 2017. Provider further agrees to enter all summer activities and field trips set forth in its 2017 Summer Community Learning Center Program Proposal into the APlus system by age group for the “2017 Summer” Term no later than June 5, 2017. The MPS CLC Project Team must review and approve this information prior to any disbursements being made under this Agreement.
10. Provider agrees to administer the “Summer Recreation Program Evaluation”, as supplied by the MPS CLC Project Team, to a minimum of 50 individual participants and 40 individual parents of participants. Provider also agrees to enter all survey results into the APlus system no later than five business days after the last date of the Summer CLC Program. Hard copies must be retained by Provider.

11. Provider understands that unscheduled visits by MPS's CLC Project Team will occur during the course of the Summer CLC Program. These visits can occur at any time for any reason, in the sole discretion of MPS. Such visits may include but shall not be limited to, monitoring program operations, data collection/entry and reviewing Provider's lesson plans.
12. Provider may collect Wisconsin Shares (W-2) funds to supplement its contract award. However, seven and one half percent (7.5%) of any Wisconsin Shares (W-2) funds collected must be placed in a central account to pay for administrative fees.

B. Incident/Accident Reporting Policy Requirements:

1. For emergency situations requiring police, fire, Child Protective Services (CPS) or ambulance services, Provider shall, within 30 minutes following an incident/accident, report the incident/accident to a member of MPS's CLC Project Team. Additionally, Provider shall submit a written incident/accident report within 24 hours of the incident/accident by email to that member of MPS's CLC Project Team. The MPS CLC Project Team may request that reports and/or additional documents be submitted sooner if necessary.
2. All Summer CLC Program staff are mandated reporters and must report to CPS suspected incidents of abuse, neglect, etc. If a Summer CLC Program staff member observes an incident, he/she should report the incident to the CLC Site Coordinator immediately. The CLC Site Coordinator should then work with the frontline staff in reporting the incident to CPS and following up as needed.
3. The CLC Site Coordinator and CLC Lead Agency are responsible for assuring that all Summer CLC Program staff are fully trained in all areas, including MPS incident/accident reporting policy and procedures and mandatory reporting.
4. If media (TV, radio, newspaper, online journalists, etc.) approach or contact the CLC site coordinator or lead agency, immediately defer to MPS. Do not, under any circumstances, make any statements to the media. Provider must comply with MPS Stakeholder Policy.

II. FACILITIES

- A. MPS shall provide space, (on a nonexclusive basis), utilities and routine custodial cleaning and maintenance at the MPS facility **Milwaukee High School of the Arts** (hereinafter "Facility") located at **2300 W. Highland Avenue, Milwaukee, WI** between 5:30am and 6:00pm on those days the Summer CLC Program is in operation.
- B. MPS will provide, in order to replenish supplies used for the operation of the Summer CLC Program: one case of toilet paper; two bottles of 3M Neutral Cleaner Concentrate; and one case of plastic garbage can liners.
- C. The Facility shall be responsible for providing: brooms and cleaning supplies; the cleaning and removal of garbage from bathrooms, corridors, gymnasium, libraries, (if used) and the cafeteria; and a second shift Building Operation's staff member to lock the building after the Summer CLC Program ends at 6:00 pm.
- D. Provider shall be responsible for cleaning and maintaining classrooms utilized for the program on a daily basis. This includes, but is not limited to: sweeping floors; cleaning table surfaces; and the collection of garbage from all rooms used.
- E. Building Usage
 1. Provider shall use the MPS Facility provided for under this Agreement only for the purposes of operating the Summer CLC Program and in accordance with MPS's Policies and Procedures.

2. Provider, its agents, employees, and/or participants enrolled in the Summer CLC Program shall have the right to use the entrances and corridors necessary to secure access to the Facility provided. This right of use shall extend to the restroom facilities located nearest to where the Summer CLC Program is being conducted. Such use shall be in common with MPS, its agents, employees, members of the public, and/or other providers.
3. Provider shall have access to a telephone.
4. Provider shall make no alterations, additions or improvements to the fixed equipment and building structure of the Facility.
5. Provider shall quit and deliver possession of the utilized Facility peaceably and quietly at the end of this Agreement in the same condition as the Facility was in at the commencement; reasonable wear and tear excepted. MPS shall not be responsible for any damage, theft or other loss of property belonging to the Provider, its agents, and/or employees. Any personal property owned by Provider, its agents, and/or employees and not removed from the Facility at the end of the Agreement shall become the property of MPS.
6. Provider shall hold MPS and its agents, representatives, successors, and assigns harmless from any liability, claim, or damages caused by the acts or omissions of the Provider, its staff, agents, representatives, successors, and/or assigns in the performance of the activities covered by this Agreement.
7. Provider shall be liable to MPS for any damage, except for reasonable wear and tear, to property of MPS resulting from the acts of Provider, its agents, employees, and/or participants during the regular hours of the Summer CLC Program. In the event of such damage, MPS shall complete all repairs required as a result of said damage, but Provider shall be solely responsible for all costs of repair.
8. Provider shall have no right to assign, mortgage, or pledge this Agreement or to sublease any portion of the Facility.
9. Provider shall adhere to any emergency procedures that may be required by MPS.
10. Provider shall meet, or exceed, all federal, state, and local laws, regulations, and ordinances and shall meet the standards set by any federal, state, or local agency which may have regulatory or administrative control over Provider, and the activities covered by this Agreement. The failure of Provider to meet such standards could result in the automatic termination of this Agreement.

F. Parking

1. MPS shall provide parking spaces at the Facility to Provider, its officers, agents, employees and visitors under such restrictions as MPS may, from time to time, determine, including the requirement that priority in parking space assignment shall be given to MPS's use of the Facility and the requirement that all of Provider's vehicles and those of its officers, agents, employees and visitors be removed from the Facility's parking lot daily and immediately after the conclusion of the Summer CLC Program. No overnight parking is permitted.
2. When parked in the Facility's parking lot, MPS shall not be responsible for any damage to Provider's vehicles or those vehicles of Provider's officers, agents, employees and/or visitors.

III. COMPENSATION

- A. MPS shall make disbursements to Provider for meeting the program requirements outlined in this Agreement, provided that Provider has complied with all MPS's fiscal requirements and has supplied all records and

reports requested by MPS and mandated by this Agreement, attached hereto as Appendix C and incorporated by reference. MPS shall have thirty (30) days from receipt of the Provider's properly submitted "Summer Cost Report" to reimburse approved expenditures.

B. The funds available to Provider under this Agreement will be disbursed as follows, and as outlined in Appendix B:

1. Fifty percent (50%) of total budgeted funds will be disbursed upon MPS's execution of this Agreement, provided that the Provider has submitted: this Agreement signed by Provider's authorized signatory; its 2017 Summer Community Learning Center Program Budget; its 2017 Summer Community Learning Center Program Proposal; and a Certificate of Insurance filed electronically in the EXIGIS system which complies with the requirements of Section VII of this Agreement.
2. The remaining portion of the total funds will be disbursed at the conclusion of the Summer CLC Program, provided MPS receives and approves:
 - a) An "Attendance Summary Report", as retrieved from the APlus system, indicating the Summer CLC Program has met the minimum attendance requirements. All attendance must be entered into the APlus system no later than five business days after the last date of the Summer CLC Program;
 - b) Survey results from the program evaluations administered to participants and parents, entered into the APlus system no later than five business days after the last date of the Summer CLC Program; and
 - c) Summer Cost Report, which is due no later than September 29, 2017.
3. Provider shall include the following documentation in its Summer Cost Report:
 - a) Legible copies of all paid receipts and/or invoices submitted for reimbursements, identifying: name of vendor; item of purchase; amount spent; and quantity and date of purchase. The date of purchase must coincide with the period in which the reimbursement is requested. Receipts should also be accompanied by a written description of the purpose of the purchase(s);
 - b) Copies of organizational checks used for payment of authorized expenses; and
 - c) Copies of payroll ledger forms and other relevant data such as identifying payee, check number, hourly rate, gross wages and authorized deductions.
4. Provider shall have each Summer Cost Report signed by the authorized organizational officer and identify the name and telephone number of the person responsible for its preparation.
5. Provider shall ensure that its Summer Cost Report and its attendance documentation are legible, clear and organized in their submission, recognizing that any required document that isn't submitted or is submitted in error will reduce or delay the disbursement requested.

C. Fiscal Requirements

1. Provider agrees to spend all funds received under this Agreement in accordance with the authorized cost categories identified in Appendix C.
2. Provider shall maintain, for seven years after the termination of this Agreement, adequate source records including, but not limited to: invoices; payroll records; time sheets; and receipts.
3. Provider shall use appropriate cash management procedures so that public funds disbursed under this Agreement are discernible from other funds.

D. If total expenditures, as documented in the Summer Cost Report, do not exceed the amount disbursed in the initial disbursement under this Agreement, Provider will return the overpayment within 30 days of written notice by MPS. A maximum of \$2,500.00 of the funds disbursed under this Agreement may be used by Provider for those "Administrative Cost"s identified in Appendix C.

E. Revenue Generated Activities and Wisconsin Shares (W-2) Child Care Subsidies

1. Provider shall maintain adequate source records relating to revenue-generating activities, (*i.e.*, extended care and field trip fees), and include documentation of all funds collected on the Summer 2017 Monthly Cost Report.
2. All funds generated through the collection of Wisconsin Shares (W-2) child care subsidies shall be maintained by MPS.

F. Force Majeure

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

IV. TRANSPORTATION/FIELD TRIPS

A. Transportation will be provided by MPS for Summer Academy Super Sites only.

B. Participants must be offered a minimum of one field trip per week by Provider. Provider may charge a weekly field trip fee; however, as set forth in Section I, program fees shall not be a barrier for any child to participate. Field trip revenue must be recorded on the "Summer Cost Report". One-time field trip expenditures exceeding \$10 per participant for admissions will require prior approval from Leighton Cooper, available via phone at (414) 475-8844 or email at cooperld@milwaukee.k12.wi.us.

C. While strict compliance with MPS's Administrative Policy and Procedure 7.30, "Field Trips and Excursions", is not required, field trips should comply with the "General Principles" found in Policy 7.30(1). In addition, any activity which is specifically prohibited in Procedure 7.30, *e.g.*, trips to Great America and other amusement parks and arcades outside the state of Wisconsin, are not permitted. Waterparks in the state of Wisconsin are permissible if there is a certified, non-MPS life guard supervising swim and water play. Any safety requirement found in Procedure 7.30, *e.g.*, transportation by bonded carrier when possible, should be observed.

V. ADDITIONAL RESPONSIBILITIES OF PROVIDER

A. Provider is an independent contractor and is not an agent, servant, or employee of MPS. Provider's engagement with MPS is limited solely to the operation of the Summer Recreation Program as outlined in this Agreement. Provider shall employ a sufficient number of qualified and properly-trained staff to effectively carry out the Summer Recreation Program. Any staff member that is not reasonably acceptable to MPS shall be removed by Provider from said staff member's assignment to MPS's Summer Recreation Program. MPS may request such removal at any time, in its sole discretion.

B. In the performance of work under this Agreement, Provider shall not discriminate against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability or socio-economic status. This obligation

shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Provider will post in conspicuous places, available for employees of Provider and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- C. Provider shall comply with, and ensure its subcontractors 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."
- D. 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.
 - i. After conducting, at Provider's expense, the "criminal history search from the records maintained by the department of justice" as required by Statute, Provider shall submit to the MPS Department of Recreation and Community Services, Attention: Leighton Cooper the results of these criminal history searches for all of its employees, agents or sub-contractors contemplated to perform services under this Agreement. 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.
 - ii. 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.
 - iii. Provider has a duty to retain all documentation related to background checks and other searches performed pursuant to this Agreement and Wis. Stat. § 48.685 on file for the duration of this Agreement and to provide the same to MPS upon request.
- E. For purposes of this Agreement, a volunteer is any non-paid person who provides services on a regular and ongoing basis for more than five hours a week. Provider shall use good judgment in accepting the services of a volunteer, and shall be familiar with the volunteer before accepting services of that volunteer. In the event Provider accepts any individual as a volunteer during the term of this Agreement to provide services under this Agreement, the requirements of Section V. subsection D., must be fulfilled before said individual is allowed to have the contact with children participating in the Summer CLC Program.
- F. 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.
- G. 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.

- H. 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.
- I. Provider certifies that Provider is not suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Provider specifically covenants that neither the Provider nor its principals are included on the Excluded Parties List System (“EPLS”) maintained by the General Services Administration (“GSA”).

VI. INDEMNITY

Notwithstanding any references to the contrary, Provider assumes full liability for all of its acts and/or omissions in the performance of this Agreement, as well as the acts and/or omissions of any of its sub-providers, employees, and/or agents. Provider shall defend, indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of Provider’s performance under this Agreement or that may result from the carelessness or neglect of said Provider, its employees and/or agents. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of Provider, against such persons, firms or corporations carrying out the provisions of the Agreement for Provider, Provider assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys’ fees or other expenses resulting therefrom.

VII. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Provider understands and agrees that financial responsibility for claims or damages to any person, or to Provider's employees and agents, shall rest with Provider. Provider shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employers' Liability, Commercial General Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella (excess) Liability to support such financial obligations. The indemnification obligation of Provider, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Workers’ Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Provider by MPS shall be:

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

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

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

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

“The Milwaukee Board of School Directors” shall be named as an additional insured under Provider's general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. MPS shall be afforded a 30-day written notice of cancellation, non-renewal or material change in coverage for the duration of this Agreement. Insurance companies must be acceptable to MPS and must have a current A.M. Best rating of A- or better.

VIII. BREACH BY PROVIDER

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

IX. TERM AND TERMINATION BY MPS FOR VIOLATIONS BY PROVIDER

The term of this Agreement commences on May 1, 2017 and ends on August 25, 2017. This Agreement is contingent upon the approval of the Milwaukee Board of School Directors. Except as otherwise provided hereunder, if Provider fails to fulfill its obligations under this Agreement or violates any of such provisions, MPS shall thereupon have the right to terminate this Agreement by giving five days written notice of termination, specifying the alleged violations, and effective date of termination. This Agreement shall not be terminated if, upon receipt of the notice, Provider promptly cures the alleged violation(s) prior to the end of the five-day period. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Provider for use in completing, the Agreement.

X. UNRESTRICTED RIGHT OF TERMINATION BY MPS

MPS further reserves the right to terminate this Agreement at any time, for any reason, by giving Provider five days written notice by Certified Mail of such termination. In the event of said termination, Provider shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, disbursements shall be made to Provider for all services rendered through the date of termination. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Agreement. Nothing in this, or any other, section shall prevent MPS from immediately terminating this Agreement if it determines, in its sole discretion that continuing this Agreement would cause an immediate and incurable threat to the safety of the participants in the Summer CLC Program.

XI. ASSIGNMENT LIMITATION

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

XII. PROHIBITED PRACTICES

- A. Provider, during the period of this Agreement, shall not hire, retain or utilize for compensation any member, officer, or employee of MPS or any person who, to the knowledge of Provider, has a conflict of interest.
- B. Provider hereby attests it is familiar with MPS's Code of Ethics which states, in part, "An employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS".

XIII. NOTICES

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

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

To: PROVIDER:
Neu-Life Community Development, Inc.
Attn: Jody Rhodes
2014 W. North Avenue
Milwaukee, WI 53205

XIV. AUTHORIZATION

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

XV. APPENDICES

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

- Appendix A 2017 Summer Community Learning Center Program Proposal
- Appendix B 2017 Summer CLC Attendance Requirements
- Appendix C 2017 Summer CLC Fiscal Forms
- Appendix D 2017 Summer CLC Operations Manual

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

APPROVED:
Milwaukee Board of School Directors

APPROVED:
Community Learning Center
NEU-LIFE COMMUNITY DEVELOPMENT, 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: _____

Contract Amount: \$25,000

FOR OFFICE USE ONLY

Budget Code:CSV-0-0-CNR-MH-ECTS

Reviewed by Risk Management.

By: _____

Date: _____