

**AGREEMENT BETWEEN  
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
AND  
THE BOYS AND GIRLS CLUB OF GREATER MILWAUKEE**

**THIS AGREEMENT** is made by and between the Milwaukee Board of School Directors (hereinafter, "MPS"), 5225 West Vliet Street, P.O. Box 2181, Milwaukee, Wisconsin, 53201-2181, and The Boys and Girls Club of Greater Milwaukee (hereinafter "CLUB"), located at 1558 North 6th Street, Milwaukee, Wisconsin, 53212.

**WHEREAS**, in 1993 the Truancy Abatement Burglary Suppression Program (hereinafter "TABS" Program) was established to confront the issue of truancy and juvenile crime in the Milwaukee Community; and

**WHEREAS**, the TABS Program began as a collaborative effort between the City of Milwaukee (hereinafter "City"), MPS, CLUB, and the Milwaukee County Sheriff's Department (hereinafter "Sheriff's Department"); and

**WHEREAS**, prior to July 1, 1996, the TABS Program was funded by the State of Wisconsin; and

**WHEREAS**, 1995 Wis. Act 27 created Wis. Stat. § 119.55(2), which requires that, commencing on July 1, 1996, MPS shall assume certain financial responsibility for the TABS Program, including a sum sufficient to pay the costs of salaries and fringe benefits of four law enforcement officers to work on truancy abatement and burglary suppression on a full-time basis; and

**WHEREAS**, MPS is required by Wis. Stat. § 119.55(1)(a) & (b) to establish two youth service centers for the counseling of children who are taken into custody under Wis. Stat. § 938.19(1)(d)10 for being absent from school without an acceptable excuse under Wis. Stat. § 118.15, and to contract with CLUB for the operation of the established two youth service centers; and

**WHEREAS**, prior to the 2003-2004 school year, MPS entered into a contract with CLUB that required CLUB to enter into a contract with the Sheriff's Department for the provision of one deputy sheriff to be assigned at each of the two youth service centers; and

**WHEREAS**, subsequent to the execution of the August 2003 contract, the Sheriff's Department indicated it was no longer willing to provide services under the TABS Program; and

**WHEREAS**, pursuant to an Intergovernmental Agreement between the City and MPS, the City of Milwaukee Police Department has performed the services of these additional two officers that were previously performed by the Sheriff's Department in carrying out the TABS program; and

**WHEREAS**, the City and MPS will enter into an Intergovernmental Agreement for the 2015-2016 school year to provide for a total of six Milwaukee police officers to provide services to the TABS Program.

**NOW, THEREFORE**, the parties do hereby agree as follows:

**I. CLUB'S RESPONSIBILITIES**

**A. CLUB SHALL:**

1. Provide and maintain facilities to operate the TABS Program at two youth service centers: (1) The Boys and Girls Club, Mary Ryan Branch, 3000 North Sherman Boulevard, Milwaukee WI 53210; and (2) Don and Sallie Davis Boys and Girls Club, 1975 South 24th Street, Milwaukee WI 53204.
2. Operate each of the two youth service centers Monday through Friday between the hours of 8:00 A.M. and 4:30 P.M. and accept for servicing all youth brought into the two youth service centers between the hours of 8:30 A.M. and 2:00 P.M. Ensure that all persons working at the youth centers will remain on duty until all youths have been released from the youth centers. The two youth service centers shall be in operation between the dates of September 1, 2015 and June 13, 2016 on all days when MPS schools are in session.
3. Operate the two youth service centers in a safe, secure and healthful manner and comply with all applicable federal, state and local health and safety laws, codes and regulations.
4. Coordinate all facets of the TABS Program in accordance with the Truancy Abatement and Burglary Suppression Program Operations Manual, attached hereto as Exhibit A and incorporated herein by reference, as may be amended from time to time.
5. Employ a Director of the TABS Program who is to be under the supervision of the Vice-President of Operations of CLUB and who is to be responsible for developing, implementing and directing all functions of the TABS Program and for performing all duties required of the Director as described in Appendix A, attached hereto and incorporated by reference, as may be amended from time to time.
6. Employ two TABS Program Site Coordinators/Case Managers who are to be under the supervision of the Director of the TABS Program and who are to be responsible for coordinating the day-to-day operations of each of the two youth service centers and for serving as the counselors of the youth service centers, and for performing all duties required of a Program Site Coordinators/Case Managers as described in Appendix A.

7. Perform an initial one-time background screening through the Wisconsin Department of Justice or the MPS Department of Human Resources on all employees and volunteers participating in the TABS Program, except those individuals employed by the Milwaukee County Sheriff's Department, the City of Milwaukee Police Department or MPS. CLUB shall not assign any employee or volunteer to counsel or work with MPS pupils until CLUB investigates and determines that there is nothing in the background of the employee or volunteer that would render the employee or volunteer unfit to counsel or work with youth, including, but not limited to, conviction of a criminal offense or pending charges which substantially relates to the duties and responsibilities assigned to the employee and/or volunteer.
8. Collect and evaluate all data and provide any and all records and reports as may be required by MPS to help MPS assess the effectiveness of the TABS Program. Coordinate a year-end evaluation of the effectiveness of the TABS Program as may be required by MPS. Provide such records and reports as may be required by MPS from time to time and assist MPS in auditing and monitoring the financial aspects of the program.
9. Both parties understand that the MPS is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* CLUB acknowledges that it is obligated to assist MPS in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that CLUB must defend and hold MPS harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.
10. Comply with the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and the Wisconsin Pupil Records Law, Wis. Stat. § 118.125 (both laws regard the protection of pupil records).
11. In consideration of the funds paid under § II.A., CLUB shall defend, indemnify and hold harmless MPS, its agents, board members, officers, and employees (for the purposes of this paragraph, 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 attorney fees, arising out of or in any way related to or associated with or arising from the services rendered under this contract or the operation of the TABS Program, that are or may be brought or maintained by any individual or entity against the Indemnitee. This indemnification obligation shall include any actual or alleged claims or causes of action of any kind against the Indemnitee. This indemnification obligation shall 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 CLUB's

insurance policies. CLUB agrees to accept tender of the defense of any claim or action against the Indemnitee falling within the scope of this indemnity.

12. CLUB understands and agrees that financial responsibility for claims or damages to any person, or to CLUB employees and agents, shall rest with the CLUB. CLUB shall effect and maintain any insurance coverage, including, but not limited to Worker's Compensation, Employer's Liability, Commercial General Liability, Contractual Liability, Automobile Liability, Umbrella Liability, Fidelity Crime Insurance, and Professional Errors & Omissions or Directors and Officers Insurance to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non- existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

"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 CLUB shall be provided to MPS's Department of Procurement and Risk Management, either by 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 shall include a statement that MPS shall be afforded a 30 day written notice of cancellation, non-renewal or material change by any of CLUB insurers providing the coverage required by MPS for the duration of this contract. Insurance companies must be acceptable to MPS and must have a current A.M. Best rating of A-VII.

**All certificates of insurance are to be provided within 30 days of final execution of this Agreement.**

The minimum limits of insurance that MPS requires from CLUB shall be:

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| <b>Worker's Compensation</b> | Statutory Limits                         |
| <b>Employer's Liability</b>  | \$100,000 per occurrence/\$500,000 limit |

*Workers' Compensation at Statutory limits and Employer's Liability at \$100,000 per occurrence or sufficient limits to meet Umbrella underlying insurance requirements. Coverage shall 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.*

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| <b>Commercial General Liability</b> | \$1,000,000 per occurrence/\$2,000,000 aggregate |
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| Personal & Advertising Injury Limit | \$1,000,000 |
| Products - Completed Operations     | \$2,000,000 |
| Aggregate                           |             |
| Medical Expense                     | \$ 10,000   |

*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.*

**Auto Liability** \$1,000,000 per occurrence

*Business Auto Liability insurance 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. (Verification of this coverage is needed only if vehicles will be used while providing services under this Agreement).*

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

*The Umbrella Liability insurance shall provide excess employer's liability, commercial general liability and auto liability coverage.*

**Fidelity Bond/Crime Insurance** Value of the Agreement

*Crime Insurance, 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 shall be carried in the **amount of the total annual program costs**. Such insurance may be written with a deductible; however, such deductible shall not exceed \$10,000. "The Milwaukee Board of School Directors" shall 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 CLUB and all of CLUB's contractors or subcontractors handling money, securities or other property of CLUB. Proof of such coverage shall be provided to MPS prior to payment becoming due under § II.A.*

**\*\* Professional Errors & Omissions** \$1,000,000 per occurrence/\$2,000,000 aggregate

*\*\* Director's and Officers insurance may be used in lieu of Professional Errors and Omissions provided that the Insurance Company shows proof that all employees and volunteers are protected by the coverage.*

**All policies, with the exception of the Professional Errors & Omissions policy, shall be written on an occurrence form.**

13. CLUB shall comply with all fiscal requirements set forth below:
  - a. Expend and account for funds in a manner consistent with the provisions of this Agreement, the 2015-2016 TABS Program Annual Budget set forth in Appendix B, and for allowable costs as defined in 14 C.F.R., Part 80.22 - OMB Circular A-87. CLUB shall obtain written approval from MPS before any change is made to the 2015-2016 TABS Program Annual Budget set forth in Appendix B.
  - b. Complete and provide MPS with one copy of the annual single audit report performed according to the statutory requirements and provisions required by P.L. 98-502 and in accordance to the requirements of Federal Circular A-128 and A-110, 133, regardless of the portion of federal funds received from MPS.
  - c. Maintain adequate source records, including, but not limited to, invoices, payroll records, time sheets and receipts.
  - d. Use appropriate cash management procedures, so that the public funds dispersed under this Agreement are discernible from other funds. Maintain cash disbursement obligations directly associated with this Agreement in a segregated account documented by ledger entries.
  - e. Complete and provide MPS with a TABS Program Request for Funds Form, attached hereto and incorporated herein by reference as Appendix D, in order to claim payment for services performed in operating the TABS Program in accordance with the payment schedule set forth in § II.A. of this Agreement.
  - f. No later than April 1, 2016, deliver to MPS a semi-annual financial report, covering the period from July 1, 2015 through December 31, 2015 showing budgeted expenses vs. actual expenses in the format set forth in Appendix C.
  - g. No later than July 31, 2016, deliver to MPS an annual final financial report covering the period from July 1, 2015 through June 30, 2016 showing budgeted expenses vs. actual expenses in the format set forth in Appendix C.
  - h. Expend a minimum of 80% of funds provided under this Agreement on direct educational costs associated with direct student support and a maximum of 20% of program funds on indirect costs, as defined in 34 C.F.R., Part 74, Subpart Q, App. D - OMB Circular A-87 and as set forth in the 2015-2016 TABS Program Annual Budget in Appendix B.

- i. Provide MPS with a budget that identifies any other sources from which CLUB and any of CLUB's subcontractors receive funds for the operation of the TABS Program.
- j. Incur all costs associated with this Agreement within the applicable term of this Agreement and make payment for such costs no later than October 1, 2016.
- k. Assume liability for any costs disallowed to MPS because of violations of provisions in applicable federal and state laws, regulations, and rules. MPS reserves the right to withhold payment under this Agreement and/or to terminate this Agreement if CLUB fails to comply with the provisions of this Agreement.
- l. Grant MPS or any authorized MPS representative the right to review the financial and audit records of CLUB and all CLUB subcontractors for a period of up to three years following the expiration of this Agreement. If CLUB fails to allow a full and complete financial and compliance audit, this Agreement shall become null and void and all funds advanced under this Agreement shall be due and owing from CLUB to MPS. If the audit by MPS identifies costs as inappropriate, MPS shall be entitled to recover any payments to CLUB made under this Agreement for such costs.

## **II. MILWAUKEE PUBLIC SCHOOL RESPONSIBILITIES**

### **A. MPS SHALL:**

1. Inservice TABS staff employed by CLUB on the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and the Wisconsin Pupil Records Law, Wis. Stat. § 118.125, regarding the confidentiality of pupil records by September 30, 2015.
2. Install and maintain computers at each youth service center that provide access to pupil information pertaining to MPS pupils. CLUB shall be responsible for any damage to said computers unless said damage is caused solely by the result of MPS or its employees.
3. Employ and assign two employees in the positions of MPS TABS Liaisons who are to be under the supervision of the MPS Office of Family Services and who are to be responsible for accessing the MPS pupil information, contacting parents and requesting parents to come to the centers to pick up their children, contacting a child's school to advise as to the presence of the child at the youth service center and to alert the school of the need for follow-up counseling from MPS social workers, working with other employees at the center to counsel and to facilitate referral to appropriate MPS educational programs, entering all student information data after a youth has been processed and maintaining student

files in an orderly and professional manner, and performing such other duties as described in Appendix A.

4. Make payment to CLUB for costs of the TABS Program in an amount not to exceed \$219,726.00 in accordance with the following payment schedule:
  - a. \$109,863.00 upon execution of this Agreement, provided MPS receives a properly completed Request for Funds Form attached hereto as Appendix D, and provided that CLUB has supplied MPS with proof of a valid occupancy permit for school usage, completion of asbestos management plan and proof of insurance as required in § I.A.12.
  - b. \$82,397.25 upon receipt and approval by MPS of the Semi-Annual Budget Expenditure Report in Appendix C covering the period of July 1, 2015 through December 31, 2015, but in no event prior to January 1, 2016.
  - c. \$27,465.75, or remainder of total, by June 1, 2016.
5. MPS may suspend any payments otherwise due under this Agreement if MPS determines that CLUB is in violation of any provisions of this Agreement or the regulations governing this Agreement until such time as MPS determines CLUB has remedied said violation(s).
6. MPS may recover any funds paid by MPS to CLUB which are not expended in a manner consistent by this Agreement and the CLUB Annual Budget set forth in Appendix B.

### **III. TERM AND TERMINATION**

- A. The term of this Agreement is July 1, 2015 to June 30, 2016. This Agreement shall automatically terminate in the event the Milwaukee Board of School Directors fails to appropriate sufficient funds to continue this Agreement.
- B. This Agreement is contingent on the approval of the Milwaukee Board of School Directors and may be amended only upon the written Agreement of MPS and CLUB with the approval of the Milwaukee Board of School Directors.

### **IV. APPENDICES**

The following documents are hereby made part of this Agreement and the CLUB agrees to abide by all the terms and conditions therein:

Appendix A: Truancy Abatement and Burglary Suppression Program Operations Manual 2015-2016

Appendix B: 2015-2016 TABS Program Annual Budget

Appendix C: 2015-2016 TABS Program Semi-Annual Budget Expenditures Report

Appendix D: TABS Program Request for Funds Form



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

**APPROVED:**  
**BOYS & GIRLS CLUB OF**  
**GREATER MILWAUKEE**

**APPROVED:**  
**MILWAUKEE PUBLIC SCHOOLS**

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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

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DARIENNE B. DRIVER, Ed.D.  
Superintendent of Schools

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

\_\_\_\_\_  
MICHAEL BONDS, Ph.D., President  
Milwaukee Board of School Directors

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

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**APPENDIX A**

**Truancy Abatement and Burglary Suppression Program  
Operations Manual 2015-2016**

**2015-2016 TABS Program Annual Budget**

For Academic Year  
TABS Program

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Proposed  
Modified

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| FTE Positions | Proposed Budget | Modified Budget | Other Sources | Total Planned Expenditures |
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**Leadership**

Program Director/Principal  
Assistant Administrator

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Leadership Subtotal

**School Facilities**

Rents  
Utilities  
Telephone  
Maintenance Services  
Maintenance Equipment  
Maintenance Supplies

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Facilities Subtotal

**Business Services**

Accounting Services  
Secretary  
Office Supplies  
Office Equipment  
Postage  
Equipment Maintenance

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Business Services Subtotal

**Insurance**

Fidelity Bond  
Workers Compensation  
Bodily Injury  
General Liability

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Insurance Subtotal

**Leadership, Business and Facilities Staff Benefits**

Pensions  
Social Security

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Staff Benefits Subtotal

**Total Indirect Cost**

**Instruction**

Agency Teacher(s)  
Substitutes  
Paraprofessionals  
Aides

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Instruction Subtotal

**Classroom Materials**

Instructional Supplies  
Textbooks  
Media Rental  
Tests  
Classroom Equipment  
Computer Equipment  
Software

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Materials Subtotal

**Pupil Support**

Counselor  
Media Equipment  
Library Books  
Extracurricular activities  
Social Worker  
Field trips

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Instructional Support  
Subtotal

**Teacher Support**

Staff Development  
Car allowance  
Contracted Services

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Teacher Support  
Subtotal

**Instruction and Support Staff Benefits**

Pensions  
Social Security

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Staff Benefits  
Subtotal

**Total Direct Cost**

**TOTAL  
PROGRAM  
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## 2015-2016 TABS Program Semi-Annual Budget Expenditures Report

For Period Ending  
TABS Program

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Semiannual  
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| FTE Positions | Proposed Budget | Modified Budget | Other Sources | Total Planned Expenditures |
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**Leadership**

Program Director/Principal  
Assistant Administrator

Leadership Subtotal

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**School Facilities**

Rents  
Utilities  
Telephone  
Maintenance Services  
Maintenance Equipment  
Maintenance Supplies

Facilities Subtotal

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**Business Services**

Accounting Services  
Secretary  
Office Supplies  
Office Equipment  
Postage  
Equipment Maintenance

Business Services Subtotal

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**Insurance**

Fidelity Bond  
Workers Compensation  
Bodily Injury  
General Liability

Insurance Subtotal

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**Leadership, Business and Facilities Staff Benefits**

Pensions  
Social Security  
  
Staff Benefits Subtotal

**Total Indirect Cost**

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**Instruction**

Agency Teacher(s)  
Substitutes  
Paraprofessionals  
Aides

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Instruction Subtotal

**Classroom Materials**

Instructional Supplies  
Textbooks  
Media Rental  
Tests  
Classroom Equipment  
Computer Equipment  
Software

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Materials Subtotal

**Pupil Support**

Counselor  
Media Equipment  
Library Books  
Extracurricular activities  
Social Worker  
Field trips

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Instructional Support  
Subtotal

**Teacher Support**

Staff Development  
Car allowance  
Contracted Services

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Teacher Support  
Subtotal

**Instruction and Support Staff Benefits**

Pensions  
Social Security

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|  |  |  |  |  |

Staff Benefits  
Subtotal

**Total Direct Costs**

**TOTAL  
PROGRAM  
BUDGET**

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|  |  |  |  |  |

**TABS PROGRAM**  
**Request for Funds Form**

INVOICE NUMBER \_\_\_\_\_

CONTRACT PERIOD \_\_\_\_\_

AMOUNT REQUESTED \_\_\_\_\_

ADDRESS CHECK SHOULD  
BE MAILED TO:

CONTRACTOR'S NAME

Boys & Girls Clubs of Greater  
Milwaukee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART A: FUND REQUEST:**

Total Contract Amount \$ 219,726.00

Current Request for Funds:

\$109,863.00 on or after July 31, 2015 for services performed on or after July 1, 2015, provided MPS receives a properly completed Request for Funds Form (Appendix D), and provided that CLUB has supplied proof of a valid occupancy permit for school usage, completion of asbestos management plan and proof of insurance as required in § I.A.12.

\$ 109,863.00

\$82,397.25 upon receipt and approval by MPS of the Semi-Annual Budget Expenditure Report in Appendix C covering the period of July 1, 2015 through December 31, 2015.

\$ 82,397.25

\$27,465.75, or remainder of total, by June 1, 2016.

\$ 27,465.75

TOTAL CASH REQUEST

\$ \_\_\_\_\_

Contract Balance to Date

\$ \_\_\_\_\_

**PART B: CERTIFICATION:**

I certify that the data reported above is correct and that all amounts are in accordance with the contract agreement.

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***APPENDIX D***