



School-Age Child and Youth Development Services

PART 1 – ORGANIZATION NARRATIVE FORM

Submit Application to: cddapplications@cityofmadison.com

Deadline: 4:30 pm CDT, MAY 15, 2023

Official submission date and time will be based on the time stamp from the CDD Applications inbox. Late applications will not be accepted

The intent of this application and subsequent contract is for all organizations to present a set of opportunities within the umbrella of one contracted program for each age group, i.e. elementary, middle and high school. Only programs that involve different participants for that age group, separate staff, a different schedule and are not an activity occurring during or as part of another program should be considered a stand-alone program with a separate application.

Responses to this RFP should be complete but succinct. Materials submitted in addition to Part 1 - Organization Narrative, Part 2 - Program Narrative(s) and Part 3 - Budget Narrative will not be considered in the evaluation of this proposal. *Do not attempt to unlock/alter this form.* Font should be no less than 11 pt.

If you need assistance related to the **content of the application** or are unclear about how to respond to any questions, please contact CDD staff: Yolanda Shelton-Morris, Community Resources Manager yshelton-morris@cityofmadison.com or Mary O'Donnell, Community Development Specialist modonnell@cityofmadison.com. We are committed to assisting interested organizations understand and work through this application and funding process.

If you have any questions or concerns that are related to **technical aspects** of this document, including difficulties with text boxes or auto fill functions, please contact Jen Stoiber – jstoiber@cityofmadison.com

| | | | |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------|
| Legal Name of Organization: | Urban League of Greater Madison, Inc. | Total Amount Requested: | \$ 46,541 |
| Program(s) included in this application: | Program Name: Schools of Hope Middle School Program | Amount Requested: \$ 46,541 | |
| | Program Type: Middle School Topic, Skill or Population Focus | | |
| | Program Name: | Amount Requested: \$ | |
| | Program Type: Choose an item. | | |
| | Program Name: | Amount Requested: \$ | |
| | Program Type: Choose an item. | | |
| | ➤ <i>If you are applying for more than four programs please contact Jennifer Stoiber at jstoiber@cityofmadison.com</i> | | |
| Contact Person: | Ruben L. Anthony, Jr. | Email: ranthony@ulgm.org | |
| Organization Address: | 2222 S. Park Street, Madison, WI 53713 | Telephone: | (608) 729-1208 |
| 501 (c) 3 Status: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Fiscal Agent (if no) | |

Organizational Qualifications:

1. Organization History and Mission Statement

The mission of the Urban League of Greater Madison is to ensure that African Americans and other community members are educated, employed and empowered to live well, advance professionally and contribute to the common good in the 21st Century. We work to realize our vision through a comprehensive strategic empowerment agenda that includes community programs and services, advocacy, community engagement partnerships, and coalition building. Our work is guided by the core values of quality, human dignity, human development, accountability, and integrity.

The National Urban League grew out of the spontaneous grassroots movement for freedom and opportunity that came to be called the Black Migrations. When the U.S. Supreme Court declared its approval of segregation in the 1896 Plessy v. Ferguson decision, what had been a trickle of African Americans northward turned into a flood. Those newcomers to the North soon discovered they had not escaped racial discrimination in jobs, housing, education, and more. Still, African Americans remained optimistic about opportunity, leading to the formation of The Committee on Urban Conditions Among Negroes in 1910 in New York City. A year later, the Committee merged with two other organizations to form the National League on Urban Conditions Among Negroes (renamed in 1920 to the National Urban League.)

In 1963, four Madisonians commissioned a feasibility study on the burgeoning population of the city's Black citizens. By the time the study was completed the following year, the Friends of the Urban League had grown to almost 40 diverse members from different cultural and faith communities. The group's first attempt to secure funds to establish an Urban League were rejected on the grounds that "discrimination as it exists in other communities does not exist in Madison." However, on February 20, 1968, the National Urban League approved the application of the Friends of the Urban League for affiliation and a movement for justice and education was born in Madison.

2. Describe your organization's experience implementing programming described in the School-Age Child and Youth Development Service Continuum and relevant to the programs you propose in this application. List all current school-age child and youth programs with their inception date.

The Urban League of Greater Madison (ULGM) has maintained a stable and vibrant 501(c)(3) nonprofit operation serving Dane County since 1968. We are an independently incorporated affiliate of the National Urban League which has led the movement for opportunity and civil rights for more than 100 years nationally, and in virtually every major metropolitan area in the nation. Our education, employment, and empowerment programs serve more than 2,000 youth, adults, and families each year, and thousands more are impacted through a multitude of community engagement and advocacy efforts. Our three-pronged empowerment agenda includes programs and services, advocacy and civil rights, and community engagement efforts that focus on:

-Education: To support and enhance the learning experiences of our youth in the classroom and the community so that they are prepared to realize their full potential in life.

-Employment: To ensure that African Americans and others of working age are able to identify, train for and secure employment in stable and emerging industries.

-Empowerment: To ensure that people of color are adequately empowered with the opportunity to transform their own communities, participate in social and cultural activities, and contribute to the common good of our region.

Current youth development programs include the Schools of Hope Middle School Program (SY 1999-2000), 21st Century Careers & Summer Youth Internship Program (2006), Martin Luther King, Jr. Youth Day of Service (1999), My Brother's Keeper (2016), and Science, Technology, Engineering, Arts, and Math (STEAM) Camp (2017).

SAY MORE ABOUT ULGM'S EXPERIENCE WITH YOUTH

3. Describe any significant changes or shifts at your agency since 2019 or anticipated changes in the next two years. For example changes in leadership, turnover of management positions, strategic planning processes, expansion or loss of funding. What, if any affects have or will these changes make regarding the agency's ability to provide proposed services? If there are no changes, write "No changes".

There have been no significant shifts or changes since 2019 or anticipated over the next two years that have or will impact the Urban League's ability to provide the proposed services.

However, it is important to note that the triple pandemic of COVID-19, racial inequity, and poverty have had significant and lasting impact on our community and the Urban League of Greater is proud to have not only sustained our services to the community during this challenging time, but modified and expanded programming in response to community needs. For example, our COVID response included a pivot to virtual programming, including the Schools of Hope program and our other youth programs which supported over 1,000 youth virtually through various types of programming during the pandemic. We also stepped up our health equity work through COVID education and outreach programming and extensive vaccine access work. The Urban League also significantly increased our wealth building programming. We launched a new homeownership program to help Black families build wealth through homeownership and we launched the Black Business Hub Accelerator Program to help build wealth through business ownership and entrepreneurship.

4. Describe your organization's experience, education and training requirements for management and school-age child and youth program staff. Include how you support these requirements and other professional development opportunities.

Management Experience: Since April of 2015, leadership of the Urban League of Greater Madison has been provided by Ruben L. Anthony, Jr., PhD. Dr. Anthony has been a manager for over 27 years. He had a distinguished career of nearly 20 years as a manager with the Wisconsin Department of Transportation where he served as Deputy Secretary and Chief Operations Officer where he oversaw daily operation of all program areas, 3,600 FTEs, and an annual budget of over \$3.25 billion dollars. He is the architect of the "Wisconsin Model" for increasing disadvantaged business enterprise (DBE) participation. The federal highway administration (FHWA) deemed this among the top two models in the nation for increasing small and disadvantaged business participation and as a result he went on a national tour with the FHWA to share the model with other states. He is or has been a small business owner, entrepreneur, adjunct professor, Deacon at Mt. Zion Baptist Church, and much more.

Our management team collectively has over 100 years of experience in non-profit, government, and private sector experience. Edward Lee currently serves in the role of Executive Vice President/COO. Mr. Lee has over 25 years of experience working for ULGM in various roles, including five years as an Academic Specialist with the Project Jamaa program, which was the precursor to the Schools of Hope Middle School program. Fiscal management and accounting is provided by a full-time Chief Financial Officer. Jim Horn has served in that role since 2010. Mr. Horn has almost 30 years of financial management experience in the public and private sector. He holds a Business Administration-Finance degree from UW Green Bay and has completed MBA coursework at UW-Milwaukee.

Our youth programming is led by Andrew Schilcher. Andrew has over 8 years of educational program management experience with the ULGM. Prior to his current leadership role, Andrew served as the ULGM's Volunteer Coordinator. Andrew is a graduate of UW-Madison with a B.S. in Psychology and History. Andrew is also a member of the MOST Action Team and Data Team, and has extensive experience in managing complex collaborations like SOH MS and the ULGM's annual MLK youth events.

The Urban League boasts a proud record of staff that reflect the cultural diversity of the youth and families that we serve. Currently, our youth services team consists of 13 full-time staff, all of whom have demonstrated experience working with youth of color, low-income youth, and other populations of under-served youth. Currently, 85% of this staff team are persons of color and a survey a few years ago found that more than half were the first generation in their family to attend or graduate from college. Our overall agency reflects similar diversity in our staffing, including at our top leadership level and our board of directors which is majority African American. The work of our staff team is bolstered by over 300 volunteers annually who give over 10,000 hours of service.

Collaboration & Management of Multi-Site Youth Programming: Over the course of its 40-year history, the Urban League of Greater Madison has proven itself to be a highly collaborative organization whose programs each involve multiple partners. We have built a strong reputation as a leader and partner in multi-party, interdisciplinary, collaborative projects. Each year, we collaborate with over 100 partners including non-profits, government, education, and business. For example, as the managing agency for the Schools of Hope middle program, the Urban League manages a 14-member team that operates school-based programming in 11 middle schools across 2 Dane County school districts. This partnership involves an innovative staffing model with MSCR that involves eight staff members who serve a dual role funded through multiple sources in order to create programmatic and administrative synergies and efficiencies. Each of the school sites where our program operates includes a ULGM staff member that operates full-time as an embedded member of the school community. This allows us to establish strong relationships with youth, develop a deep understanding of youth needs, and benefit from professional development opportunities through the school.

Staff training and professional development include at least 10 hours of initial training for program and volunteer coordinators, supplemented with weekly opportunities through team meetings during the school year. Additionally, program management conducts weekly check-ins with all new team members to support their development and assist in navigating challenges they may face in the schools served. Additional training and professional development opportunities are offered through our collaboration with MSCR and with MOST, including offering opportunities to join communities of practice around SEL programming for youth over the last 2+ years. Program leadership also engages in training and professional development through MOST, as well as through National Urban League opportunities including bi-weekly office hours for youth programming and the annual Whitney M. Young conference.



School-Age Child and Youth Development 2023 Request for Proposals PART 2 - Program Narrative Form

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Deadline: 4:30 p.m. (CDT) on **May 15, 2023**

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Part 2 – Program Narrative Form MUST be completed for EACH PROGRAM for which you are asking for funds.

Responses to this RFP should be complete but succinct. Materials submitted in addition to Part 1 - Organization Narrative, Part 2 - Program Narrative(s) and Part 3 - Budget Narrative will not be considered in the evaluation of this proposal. *Do not attempt to unlock/alter this form.* Font should be no less than 11 pt.

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| | | | |
|-----------------------------|----------------------------------|------------------------------------------|---------------------|
| Legal Name of Organization: | Urban League of Greater Madison | Total Amount Requested for this Program: | \$ 46,541 |
| Program Name: | Schools of Hope Tutoring Program | Total Program Budget: | \$ 904,909 |
| Program Contact: | Ruben L. Anthony, Jr. | Email: ranthony@ulgm.org | Phone: 608-729-1208 |

AGE Group and Program TYPE: Select ONE Program Type under ONE Age Group for this form.

Elementary

- | | |
|-------------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Multi-focus School Year Only | <input type="checkbox"/> Multi-focus Summer Only |
| <input type="checkbox"/> Multi-focused Year Round | <input type="checkbox"/> Topical/ Skill/Population |

Middle School

- | | |
|-------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Multi-focus School Year Only | <input type="checkbox"/> Multi-focus Summer Only |
| <input type="checkbox"/> Multi-focused Year Round | <input checked="" type="checkbox"/> Topical/ Skill/Population |

High School

- | | |
|-------------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Multi-focus School Year Only | <input type="checkbox"/> Multi-focus Summer Only |
| <input type="checkbox"/> Multi-focused Year Round | <input type="checkbox"/> Topical/ Skill/Population |

PLEASE NOTE: Separate applications are required for each age group and distinct/stand-alone program. Programs are considered distinct/stand-alone if the participants, staff and program schedule are separate from other programs, rather than an activity or pull-out group.

1. PROGRAM OVERVIEW

- A. **Need:** Briefly describe the need in the City of Madison for the programs included in this application, including the source of the data used in your response.

The COVID-19 pandemic caused historic disruptions across the Greater Madison Community, impacting fundamental elements of how every community member lives, learns, and engages with their community. These disruptions included profound challenges at some of the most foundational levels for youth in our community, impacting youths' home life, connections with peers, and engagement with education, as well as other community resources. Many of these challenges persist to this day and are highlighted in the City of Madison policy paper that was released with this RFP, highlighting the need for more wellness/social emotional learning opportunities, leadership opportunities, and academic support for youth of middle school age. Further, these disruptions have exacerbated critical challenges the Greater Madison Community already faced around differential educational outcomes for students of color and low income students. One example of the differential outcomes can be observed in state Forward testing results, where, for example, the percentage of Black/African American students in MMSD who scored proficient or advanced on the Forward English Language Arts test drop from 9.4% in 18-19 to 3.6% in 20-21 and then rose to 8.2% in 21-22, while their white peers also experienced a COVID drop from 53.5% in 18-19 to 30.3% in 20-21 but then a rebound to 57.5% in 21-22, accounting for a post COVID difference of almost 50% (based on publicly available DPI data). Similar trends can be seen for math and science Forward testing results during that same timeframe.

- B. **Goal Statement:** What is the goal of your program and how does it align with the scope of work described in the RFP guidelines?

The goal of the Schools of Hope Middle School initiative (SOH MS) is to help youth in grades 6-8 develop a foundation of academic skills, learning behaviors, and community experiences that prepare them for success in high school, higher education, careers, and community engagement. Our work aligns with several of the themes identified in the Scope of Work section of the RFP guidelines. These themes include: programming that supports social-emotional skill development, leadership development, and academic skill development; programming informed by youth feedback; & providing structured opportunities for youth to explore topics and career pathways in the STEAM fields.

- C. **Program Summary** (3-5 sentences):

The program helps youth in grades 6-8 develop a foundation of academic skills and learning behaviors, social-emotional competencies, increased school engagement, and leadership skills that help prepare them for success in high school and throughout life. Programming serves the needs of youth of color – particularly African American youth - and low-income youth. The core of the program is one-on-one and small group tutoring that is individualized to each participant's needs and aligned to best practices as defined both by the MMSD Tutoring Framework and the MOST Effective

Practices. Participating youth then have access to a broad array of structured and un-structured supplemental activities to further enrich their experience and increase their school engagement. These include special interest clubs and drop-in recreational activities through our shared staffing partnership with MSCR, culturally focused activities such as the Martin Luther King, Jr. Day Youth Call to Service, STEAM exploration activities, college and career exploration programming, summer internships, and more.

The program serves over 600 youth annually and operates at 9 middle schools in the Madison Metropolitan School District and two schools in the Sun Prairie Area School District. Through an innovative partnership with Madison School & Community Recreation (MSCR), ULGM employs joint staff with MSCR at 8 MMSD middle schools to coordinate Youth Resource Centers which serve as a coordinated umbrella for an array of out-of-school time activities including homework clubs, recreational activities, service/leadership opportunities, and more.

2. POPULATION SERVED

- A. Proposed Participant Population: Describe the intended service population that will be impacted by this program (e.g., location, ages, race/ethnicities, income ranges, English language proficiency, if applicable etc.) AND how this population was involved in the development of this program proposal.

The program will serve low-income middle school aged youth of color – particularly African American youth – who are underperforming academically and/or who lack access to opportunities that support, enhance, and enrich their academic and developmental experience. Services will be provided at Blackhawk, Cherokee, Jefferson, O’Keeffe, Sennett, Sherman, Toki, Whitehorse, and Wright middle schools in Madison along with two middle schools in Sun Prairie. At least 600 youth will be served by one or more program activities. At least 80% of youth to be served will be youth of color (compared with 60.7% for the district as a whole) and at least 75% will be low-income youth (compared with 47.6% for the district as a whole) based on eligibility for the free and reduced-price lunch program. At least 25% will be youth eligible for special education services, and 25% identified as English Language Learners. Evaluations of the program conducted by the UW Center for Education Research – one of the most prestigious education research institutions in world – have shown that the program has consistently met its goal of reaching this population that is most in need of these services.

Participant voice influences many aspects of program development related to SOH MS. Every year we conduct surveys of youth participating in the program to help us assess both program effectiveness and how we can improve the program to better meet the needs of the youth we serve. Additionally, each of our program coordinators are embedded in the schools they serve, and they actively work to both learn about and address youth needs in their schools, as well as bring back larger trends they are seeing to the full team and program director to inform our continuous improvement process. We also use this information to inform the process of writing this proposal.

- B. 2022 Participant Demographics (if applicable):

| Race | # of Participants | % of Total Participants |
|----------------------------------------|-------------------|-------------------------|
| White/Caucasian | 107 | 17% |
| Black/African American | 235 | 37% |
| Asian | 25 | 4% |
| American Indian/Alaskan Native | 0 | 0% |
| Native Hawaiian/Other Pacific Islander | 0 | 0% |
| Multi-Racial | 112 | 18% |
| Balance/Other | 152 | 24% |
| Total: | 631 | |
| Ethnicity | | |
| Hispanic or Latino | 152 | 24% |
| Not Hispanic or Latino | 479 | 76% |
| Total: | 631 | |
| Gender | | |
| Boy/Man | 335 | 53% |
| Girl/Woman | 296 | 47% |
| Non-binary/GenderQueer | 0 | 0% |
| Prefer Not to Say | 0 | 0% |

| | | |
|--------|-----|--|
| Total: | 631 | |
|--------|-----|--|

C. Language Access and Cultural Relevance: Please describe how the proposed program will serve non-English speaking youth and/or their families. Describe how the proposed program will be culturally relevant to the population served.

While servicing students with ELL needs is not the primary focus of our programs, we strive to support all referrals we receive. To that point, in the 21-22 school year, 24% of youth served by SOH MS identified as Latinx . To support the needs of ELL students, we try to recruit volunteers to fill various language needs of students as they are made apparent. Otherwise, we work with our school partners to ensure that students requiring such services are receiving them through their respective school programs. Our commitment to CLRP (Culturally and Linguistically Responsive Practices) is referenced in every level of our training and development plan for staff and volunteers. Our program staff is among one of the most culturally and racially diverse teams in the Madison area, allowing us to connect with our diverse student populations in an impactful, authentic, and effective manner. We provide continual training on CLRP topics to our volunteers, both upon intake and at different check-in points during their tenure with the program.

D. Recruitment, Engagement, Intake and Assessment: Describe your plan to recruit, engage and address barriers to participation for the identified service population. Explain the intake and assessment procedure you will use for this program.

There are multiple avenues for recruitment of youth. The most common is for a teacher to refer a student to the program. Students are also able to self-advocate to enroll in the program if they wish to participate. Likewise, we also accept requests from parents who wish to have their child(ren) participate in the program. ULGM Program Coordinators may also actively recruit a youth to participate if they are aware of a specific youth's needs.

One important and successful component of the program is that ULGM staff are based at their assigned school, and tutoring services take place at the school. This greatly enhances our ability to recruit youth, and ensure the program is accessible. Thanks to our partnership with MSCR, participating youth have access to transportation home the end of program and access to transportation to and from special activities during school holidays and other special offsite activities. Students are also provided with healthy snacks after school, and food as appropriate during special events and activities.

All referrals and requests for participation are prioritized based on the youth's need, when the request was made (wait time), and other factors to ensure optimal program fit. The coordinator in the school then makes the best matches possible, taking into consideration those factors, provided a volunteer is available during the time that the student is available to work with a tutor. If no volunteer is available, or if the available volunteers don't have the ability to support a student in the desired area (math, for example), the student goes on a waiting list until we are able to recruit and place a tutor for them to work with.

3. PROGRAM DESCRIPTION AND STRUCTURE

A. Activities: Describe your proposed program activities. If applicable, describe any evidence, research, proven curriculum or documentation of promising practice that supports the programming or service proposed.

The program contains three components aimed at developing and maximizing the academic, community, and social experiences of our participants. These include academic tutoring and coaching, introduction to career paths in a variety of areas (Healthcare, Biotechnology, Construction & Skilled Trades, etc.), and leadership development experiences. Together, these programs will equip students with the tools necessary to succeed academically and graduate from high school prepared for college, careers, and community engagement.

Academic Tutoring: Math and literacy skills development is the core of the program delivered through a variety of tutoring activities. Our tutoring programs work closely with students, their families, faculty, staff to identify the academic, social & emotional learning (SEL) needs of students and match them with a tutor who can assist with the development, reinforcement, and expansion of their tutee's math and

literacy skills over the course of the academic year. Students have access to various academic tutoring and coaching services based on their needs. This includes individualized one-on-one or small group tutoring (no more than one-to-three), homework clubs, and a new peer-led Tutoring Resource Center (see description below). The most recent evaluation conducted by the Wisconsin Center for Education Research found strong evidence of the program's impact, reporting that: school staff believe SOHMS tutoring is aligned with district needs; and that the program helped students with perseverance, preparedness, and good decision making; the program is well-organized, has quality tutoring strategies, is culturally relevant, coordinates with the schools, has sufficient tutor training, and seeks feedback to improve itself.

Another component of the program will include a Social Emotional Screening (SES) known as DESSA. The DESSA (Devereux Student Strengths Assessment)-is a cloud-based assessment of Social Emotional Learning competencies. The DESSA system includes progress monitoring and pre-intervention/post-intervention comparison reporting. Studies show that the DESSA-mini screener has excellent reliability ratings (Naglieri et al 2011, Shapiro et al 2016). With the end goal of preparing middle school youth with the tools needed to succeed in their transition to high school. At present, this screener is utilized as a tool for the SOH MS Pilot program at O'Keeffe Middle School, as well as a tool for extended learning programs led by AmeriCorps PASS Members.

Leadership Development Activities: In the fall of 2019 we launched a pilot of a reimagined model of SOH MS at O'Keeffe Middle School. This SOH MS pilot included two key components: 1) the development of a leadership course for "non-traditional" students leaders, aligned to both the MMSD social emotional standards and the Wisconsin DPI Youth Leadership Certificate standards, and; 2) a peer-led Resource Center to provide enhanced support to students on a drop-in basis as well as to give the students in the leadership course a structured space to practice their leadership skills while supporting their peers. This pilot continued through the COVID-19 pandemic and is still running at O'Keeffe Middle school, though part of the focus has shifted from a peer-led resource center to exploring an array of structured service and leadership opportunities for students in the class as current school structures do not support the effective utilization of a school da resource center.

The student leadership course is offered as an elective/encore class to select 7th and 8th grade youth at O'Keeffe Middle School. Youth who are selected for this leadership course are Black/African American students with a 2.5 GPA or lower and who regularly attend school. The focus of this course is to identify and celebrate the leadership potential of each student and help further develop that potential. Youth leaders engage in structured service projects and other leadership opportunities to practice these new skills both during and after school. Through this focused celebration of student potential, and intentional development of them as leaders in their community, gains will not only be seen in the students' social emotional and non-cognitive skills, but also in academic achievement as well. We hope to begin scaling this model to additional sites in the near future.

One noteworthy element of the SOH MS Leadership Development pilot that saw significant success early on were a series of facilitate conversations between youth and community leaders. These conversations are an impactful way to introduce youth to leaders in their community, provide examples of leadership that reflects the backgrounds and lived experience of program participants, illustrate the spectrum of leadership styles, and highlight educational and career pathways for students to consider as they prepare to enter high school. Based on the initial success in 19-20 of these facilitated conversations, this element of the leadership development pilot was expanded to all SOH MS sites, with each site striving to organize quarterly facilitated conversations with program participants and community leaders.

Another leadership activity will be available to students through the Martin Luther King, Jr. Call to Action. This day-long event will be open to any interested Schools of Hope participant. The MLK Youth Call to Service event is a collaboration between the ULGM, MSCR, the City of Madison, Dane County DHS, and MOST to engage middle school aged youth in a full afternoon of activities on MLK Day. These activities include participating in workshops exploring facets of both the historical and modern civil rights movements, participating in a march to voice their support for the message of Dr. King, and participating in the Freedom Sing-In as a part of the larger City-County Observance.

Career Exploration Activities: Schools of Hope participants will also have access to an array of career and employment skills development activities based on their interests, location, and availability. This includes: daily instructor-led after-school career exploration sessions; job skills development sessions; summer teen job fair; a 6-week intensive paid career awareness internship; guest speakers; field trips to various area businesses; a week-long science, technology, engineering, arts, and mathematics camp during the summer; and the My Brother's Keeper Spring Break Game Design and Coding Day.

- B. **Program Schedule:** If you are proposing to provide a program at more than one location and the program schedule is the same for all locations, please list all of the locations in the "Location(s)" cell in Table 1 below. If the program schedules vary amongst locations, please complete Table 2 and the question following the tables.

Table 1

| Location(s): Academic Tutoring/Coaching: Black Hawk, Cherokee, Jefferson, O'Keeffe, Sennett, Sherman, Toki, Whitehorse, & Wright Middle Schools | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|-----------------|
| Day of the Week | Time of Year | Start Time | End Time |
| Monday | School Year | 2:30pm | 5:00pm |
| | Summer | N/A | N/A |
| Tuesday | School Year | 8:00am | 5:00pm |
| | Summer | N/A | N/A |
| Wednesday | School Year | 2:30pm | 5:00pm |
| | Summer | N/A | N/A |
| Thursday | School Year | 2:30pm | 5:00pm |
| | Summer | N/A | N/A |
| Friday | School Year | 2:30pm | 5:00pm |
| | Summer | N/A | N/A |
| Saturday | School Year | N/A | N/A |
| | Summer | N/A | N/A |
| Sunday | School Year | N/A | N/A |
| | Summer | N/A | N/A |

Table 2

| Location(s): Career Exploration and Employment Readiness: Wright Middle School | | | |
|---------------------------------------------------------------------------------------|---------------------|-------------------|-----------------|
| Day of the Week | Time of Year | Start Time | End Time |
| Monday | School Year | 3:30pm | 5:00pm |
| | Summer | 8:00am | 5:00pm |
| Tuesday | School Year | 3:30pm | 5:00pm |
| | Summer | 8:00am | 5:00pm |
| Wednesday | School Year | 3:30pm | 5:00pm |
| | Summer | 8:00am | 5:00pm |
| Thursday | School Year | 3:30pm | 5:00pm |
| | Summer | 8:00am | 5:00pm |
| Friday | School Year | 3:30pm | 5:00pm |
| | Summer | 8:00am | 5:00pm |
| Saturday | School Year | | |
| | Summer | | |
| Sunday | School Year | | |
| | Summer | | |

If applicable, please list the third location and any subsequent locations. Include the specific program schedule(s) differences as compared to the programs included in the tables above.

Single day or week-long enhancements are hosted at various locations in and around Madison. Some past partner organizations that have hosted us in the last year include: Madison Central Library, MyArts Madison, UW Madison, Old National Bank, MG&E, Wisconsin Air National Guard, Trek Bicycle, Wisconsin DNR (Fish Hatchery Rd. location), Wisconsin Institute for Discovery, Madison College, & Epic Systems.

C. Frequency, Duration and Anticipated Attendance: Please complete the table below. If you are proposing to provide a program at more than one location and the program structure is the same for all locations, please list all of the locations in the “Location(s)” cell in the table below. If the program structure varies amongst locations, please complete the rows for “Location #2” and the question following the table for any additional program locations.

| | Frequency* | # of Program Hours Per Program Day | Annual Duration** | Adult to Youth Ratio | Anticipated Average Attendance per Program Day |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------|-------------------|----------------------|------------------------------------------------|
| Location #1: Individualized Academic Tutoring/Coaching: Black Hawk, Cherokee, Jefferson, O'Keeffe, Sennett, Sherman, Toki, Whitehorse, & Wright Middle Schools | | | | | |
| School Year | 5 days/week | 22.5 | 10 months | 1:1 | 20 |
| Summer | | | | | |
| Location #2 (if applicable): Drop-in Academic Tutoring/Coaching: Black Hawk, Cherokee, Jefferson, O'Keeffe, Sennett, Sherman, Toki, Whitehorse, & Wright Middle Schools | | | | | |
| School Year | 5 days/week | 9 | 10 months | 1:3 or better | 15 |
| Summer | | | | | |

*Frequency=number of times per week, month, year (i.e. 5 days per week, 2x per month, 4x per year)

**Annual Duration=number of weeks or months annually (i.e. 10 weeks, 6 months)

If applicable, please list any other locations and note any differences in the program structure as compared programs included in the table above.

Career Exploration and Employment Skills Readiness (Afterschool & Summer): Afterschool- 3 days/week; 1 program hr/day; 8 months; 1:15 adult to youth ratio; anticipated avg. attendance per day: 15

4. ENGAGEMENT, COORDINATION AND COLLABORATION

A. Family Engagement: Describe how your program will engage parents/guardians and families in the development of this proposal, and how they will be involved in the implementation and assessment of the program activities.

Families and youth that we serve through our program have been involved in the development and implementation of this proposal through a variety of engagement options, namely feedback surveys and in-person check-ins. For students who received individualized or group tutoring services, parents are notified via letter or other electronic communication of their child’s involvement in the program. Parents are also allowed to refer their child to our tutoring program based on their recommendations. Our partnership with MSCR gives us additional opportunities to connect with parents on their child’s progress through OST programming. Lastly, we engage families by including them not only in the formal activities their students receive, but by inviting them to celebrate their successes. This takes place largely in the form of graduation or other celebratory events.

B. Neighborhood/Community Engagement: Describe how your program will engage neighborhood residents or other relevant community stakeholders in the development of this proposal, and how they will be involved in the implementation and assessment of the program activities.

The Urban League of Greater Madison utilizes a multi-generational to supporting youth, adults, and families across the Greater Madison Community. This approach allows us to engage with parents of youth participants to get their feedback on our programs, as well as make them aware of the resources for the whole family that are available through the ULGM. Additionally, the ULGM engages with many community stakeholders through SOH MS in order to recruit volunteers for the program, making community members and our organizational partners important parts of both the planning and implementation of programming. The ULGM also strives to offer opportunities in spaces and at times that allow for greater connection with families and community partners, whether that's embedding services into the schools served, organizing events in locations that are easy to access, providing meals at evening meetings, and having program staff understand and use stakeholders' preferred communication methods. Finally, the ULGM and SOH MS partner extensively with a number of organizations, including MOST, MMSD, MSCR, PASS, the Morgridge Center, & multiple units at both UW Madison and Madison College.

C. Collaboration: Please complete the table below and respond to the narrative questions regarding program collaboration with community partners.

| Partner Organization | Role & Responsibilities | Contact Person | Signed MOU (Yes/No)? |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------|
| Madison Metropolitan School District | Provides space for tutoring and program administrative at 9 schools. Provides training of tutors. Assists with identifying and referring students to the program. Ensuring curriculum and best practice alignment. Provides data for program evaluation. | Dr. Carlton Jenkins | Yes |
| Madison School & Community Recreation | MSCR Hire, traing, and supervise joint staff to serve as Tutor Coordinators and afterschool Youth Resource Center Directors. PASS AmeriCorps members to assist with tutoring. | Ian Hannah | Yes |
| United Way of Dane County | Program strategy development. Partnership development. Assistance with evaluation. Marketing and branding assistance. Help with volunteer recruitment. | Renee Moe | Yes |
| City of Madison | City of Madison Providing funding. Service on program development and monitoring team. | Mary O'Donnell | Yes |
| Partners for After School Success | ULGM is a member of the PASS AmeriCorps program and supports school based PASS members | Megan Meinen | Yes |
| UW Madison Workstudy & Morgridge Center for Public Service | Assists with recruitment of volunteer tutors through Badger Volunteer program, various service learning classes, and | Travis Wright | No |

| | | | |
|--|----------------------------------------------|--|--|
| | other connections to students volunteers. | | |
|--|----------------------------------------------|--|--|

List any additional partners, their role & responsibilities, contract person and MOU information (if applicable):

- WI Center for Educational Research / Program evaluation. Stakeholder surveys and engagement. Data collection. Identification of evidence-based practices. / Dr. Annalee Good / Yes
- Strang Architects / Assist with coordination of STEAM Camp / Randy Banks / No
- Martin Luther King, Jr. Coalition / Assist with MLK Day Youth Call to Service / Dr. Gloria Hawkins / No
- 20+ area businesses / Provide guest speakers, host field trips, provide summer internship opportunities, provide volunteer tutors. / Various / No
- National Urban League / Provide curricular and materials for ULGM youth programming / Darlene Marlin / Yes

How do these partnerships enhance this proposal?

The above partnerships support and enhance SOH MS in a number of ways, including:

- Program funding
- Access to potential program participants
- Access to programming spaces
- Access to curricular resources and curriculum specialists (through MMSD C&I)
- MIS access for tracking program data

Program data analysis and evaluation support

- Logistical support for volunteers, including background checks, asynchronous training modules, and access to subject specialists and additional training opportunities
- System wide tutoring best practices with which to align
- Active engagement with a network of OST and tutoring programs
- Supports for program continuous improvement
- Access to additional highly trained volunteers (PASS AmeriCorps Members) to work with program participants

What are the decision-making agreements with each partner?

ULGM, in consultation with MMSD, MSCR, United Way, and City of Madison, is empowered to make decisions regarding program operations, including student selection, volunteer recruitment, and marketing/promotion. Decision making around annual goals and program design is a collaborative process with the partners named above. Decision making around staffing and salary/benefits is jointly conducted between ULGM and MSCR.

- D. Resource Linkage and Coordination: What resources are provided to participants and their families by your proposed program? How does the program coordinate and link families and participants to these resources?

The Urban League has a longstanding and innovative collaboration with Madison School & Community Recreating (MSCR) in which we jointly employ a full-time staff member at 8 of 9 MMSD Schools of Hope sites. This shared staffing position is responsible for coordinating both the Schools of Hope program and the Youth Resource Center at their respective schools. This partnership allows students to access healthy snacks, transportation home during the after-school hours, and transportation to and from various special events during various school breaks and holidays. It also allows students access to a myriad of other activities including homework clubs, recreational activities, special-interest clubs, community service opportunities, leadership development opportunities, and other out-of-school time activities. In many cases, these staff are hired by MSCR during the summer to engage these same students in safe and supported activities during summer school. Urban League staff also work closely with school counselors, social workers, and psychologists to refer students for additional support services as needed.

The Urban League is also able to offer a wide variety of supportive programming to the parents of participating students in the areas of employment training and adult education/GED programming through

our United Way HIRE and other adult programs. This includes access to a wide array of supportive services including: a micro-loan fund to help HIRE participants with unexpected expenses; housing case management and housing assistance grants through YWCA Madison; childcare subsidy grants and enhanced childcare referral services through 4-C; bus and gas vouchers to assist with transportation to and from employment training programs; fatherhood development and child support advocacy for non-custodial fathers; free legal assistance through quarterly expungement clinics; and more.

5. PROGRAM QUALITY, OUTPUTS, OUTCOMES AND MEASUREMENT

A. Madison Out-of-School Time (MOST) Effective Practices: Please describe how each of the seven basic elements are addressed by your proposed program design. How will you monitor the program during implementation to assess continued alignment with the [MOST Effective Practices](#)? Are there any other program quality standards, tools or measurements that you use with this program? If yes, please list and describe.

Our program design addresses each of the MOST Effective Practices.

- The program design is crafted to provide structured, consistent interactions for students that contribute to positive youth development and success in high school, careers, college, and community involvement.
- The relationships built between tutors, Urban League staff, and youth reinforce the dynamics described in effective practice 2: Supportive Relationships with Youth.
- The Leadership Development Class pilot highlights our belief in the importance of elevating youth voice and developing their leadership skills.
- Our dedication to serving students of color and their families through our programs celebrate the importance of both racial & cultural inclusion and community/family engagement.
- We believe that our impact on the students we serve should also improve the lives of their families and the communities surrounding the schools we serve.
- Our program staff are trained and developed as part of the Urban League’s intensive staff development and growth plan.
- The Urban League’s 55-year track record as a leader in the Madison community, we provide our staff with all the tools and resources necessary to perform their roles effectively and efficiently.
- Our programs are designed to enhance safe, healthy environments for participants, their families, and the immediate communities surrounding the schools we serve.

B. Program Outputs - Unduplicated School-Age Children or Youth and Program Hours

Total Annual Unduplicated Children or Youth participating in proposed program: SOH MS will serve at least 600 youth per year, including both drop-in and enrolled students. Of those 600, at least 500 students will be enrolled in consistent tutoring each year, 75% of whom will participate in at least 15 tutoring sessions targeted to their academic needs.

Total program hours annually: 5,500 hours

C. Program Outcomes

Please describe the data and the data source used to choose your outcome objectives? Historical program data was the biggest source of data used to set outcome objectives.

Please identify at least one Program Outcome for your proposed program(s), from the RFP Guidelines 1.4, that you will track and measure. Complete the table(s) below.

| | | | | |
|-----------------------------------------------------------------------------------------------------------------|-------------------------|-----|------------------------|-----|
| Outcome Objective #1: Youth who participate in the program will increase their engagement with learning. | | | | |
| Performance Standard | Targeted Percent | 75% | Targeted Number | 375 |
| Measurement Tool(s) and Comments: | | | | |

Indicator: 75% of youth enrolled in SOH MS will reach a minimum target or 15 tutoring sessions aligned to their academic needs.

Measurement: All tutoring sessions data will be recorded through session logs completed by each volunteer. This data will be entered into and managed through the MOST MIS.

Outcome Objective #2: Youth who participate in the program will improve their academic and social-emotional skills.

| | | | | |
|-----------------------------|-------------------------|-----|------------------------|-----|
| Performance Standard | Targeted Percent | 80% | Targeted Number | 300 |
|-----------------------------|-------------------------|-----|------------------------|-----|

Measurement Tool(s) and Comments:

Indicator: 80% of students will report that participating in Schools of Hope programming helped them keep trying on schoolwork even when it was hard, helped them make good decisions, helped them do better at literacy/math, helped them get better grades, and/or helped them feel important in school.

Measurement: Students will complete an 11-question survey administered by the Program Coordinator once they participate in 15 or more program sessions. Surveys are compiled and analyzed by Wisconsin Center on Education Research (WCER) at the end of the school year.

Outcome Objective #3: Youth who participate in the program will engage with leadership and/or life skill development opportunities.

| | | | | |
|-----------------------------|-------------------------|-----|------------------------|-----|
| Performance Standard | Targeted Percent | 50% | Targeted Number | 250 |
|-----------------------------|-------------------------|-----|------------------------|-----|

Measurement Tool(s) and Comments:

Indicator: At least 200 youth will participated in one or more leadership or career development activities in addition to academic tutoring.

Measurement: Activity attendance records.

If necessary, add additional outcome objectives, performance standards, targeted percent, targeted number, and measurement tools:

- At least 15 youth will complete the Schools of Hope Leadership Development class and earn school elective credit.
- At least 85% of youth who participate in the program will be youth of color and/or low-income youth.

D. Data Tracking: What data tracking systems are in place or will be in place to capture the information needed to document demographics, program activities, outcome measures and expenses? The Urban League and our partners have a strong collective commitment to data-driven program development and operation. The Urban League logs data on every tutoring session including student, subject tutored, date and amount of time, and other notes. We compile that information and share it with the school district. It is reviewed at least once each semester at a partnership meeting and program modifications are made accordingly. We also work with the Wisconsin Center for Education Research (WCER) - one of the foremost education research centers in the world - and our partners to conduct a systematic and ongoing process of collecting, compiling, and analyzing survey data from students, program staff, school staff, and volunteers. This data is likewise reviewed at partnership meetings at least once per year. In addition to their annual assistance with data collection, WCER conducts a deeper evaluation approximately every three years. To ensure accountability, this evaluation is used to review and guide a Memorandum of Understanding that is reviewed and approved by the partners and the MMSD Board of Education every three years.

In addition to all of this, the ULGM and Schools of Hope partnership was at the forefront of the development and implementation of the Management Information System (MIS) that was developed

by the Madison Out Of School Time (MOST) Coalition. The MIS is a data system made available to OST providers that streamlines the data capturing and reporting process. One key feature of the MIS is that it links with MMSD's Infinite Campus MIS system, and can easily populate student data for those whose parents consent to being included.

The Program Director works with site coordinators to develop best practices for maintaining client confidentiality in compliance with this contract, FERPA, and other appropriate local, state, and federal laws and regulations.

6. PROGRAM LOCATION

- A. Address(es) of the site where programs will occur:
 Blackhawk MS - 1402 Wyoming Way Madison, WI 53704
 Cherokee MS - 4301 Cherokee Dr. Madison, WI, 53711
 Jefferson MS - 101 S. Gammon Rd. Madison, WI 53717
 O'Keefe MS - 510 S. Thorton Ave. Madison, WI 53703
 Sennett MS - 502 Pflam Rd. Madison, WI 53716
 Sherman MS - 1610 Ruskin St. Madison, WI 53704
 Toki MS - 5606 Russett Rd. Madison, WI 53711
 Whitehorse MS - 218 Schenk St. Madison, WI 53714
 Wright MS - 1717 Fish Hatchery Rd Madison, WI 53713

7. PROGRAM STAFFING AND RESOURCES:

- A. Program Staffing: Full-Time Equivalent (FTE) – Include employees, AmeriCorps members and Adult Interns with direct program implementation responsibilities. FTE = % of 40 hours per week.

| Position Title | Qualifications or Required Training | Location(s) | Indicate School Year (SY), Summer (SU) or Year-Round (YR) | SY or YR FTE | Summer Only FTE |
|------------------------------------|--------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------|--------------|-----------------|
| Director of Middle School Programs | B.A or B.S. required, 5+ years educational program management experience | ULGM | <input type="checkbox"/> SY, <input type="checkbox"/> SU or YR <input checked="" type="checkbox"/> | 1.0 | N/A |
| Program Coordinator | B.S or B.A preferred, demonstrated youth development experience | Black Hawk MS | <input checked="" type="checkbox"/> SY, <input type="checkbox"/> SU or YR <input checked="" type="checkbox"/> | .5 | N/A |
| Program Coordinator | B.S or B.A preferred, demonstrated youth development experience | Cherokee MS | <input checked="" type="checkbox"/> SY, <input type="checkbox"/> SU or YR <input checked="" type="checkbox"/> | .5 | N/A |
| Program Coordinator | B.S or B.A preferred, demonstrated | Jefferson MS | <input checked="" type="checkbox"/> SY, <input type="checkbox"/> SU or YR <input checked="" type="checkbox"/> | .5 | N/A |

| | | | | | |
|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|----------------|-----|
| | youth development experience | | | | |
| Program Coordinator | B.S or B.A preferred, demonstrated youth development experience | O'Keefe MS | <input checked="" type="checkbox"/> SY, <input type="checkbox"/> SU or YR <input checked="" type="checkbox"/> | .5 | N/A |
| Program Coordinator | B.S or B.A preferred, demonstrated youth development experience | Sennett MS | <input checked="" type="checkbox"/> SY, <input type="checkbox"/> SU or YR <input checked="" type="checkbox"/> | .5 | N/A |
| Program Coordinator | B.S or B.A preferred, demonstrated youth development experience | Sherman MS | <input checked="" type="checkbox"/> SY, <input type="checkbox"/> SU or YR <input checked="" type="checkbox"/> | .5 | N/A |
| Program Coordinator* | B.S or B.A preferred, demonstrated youth development experience | Toki MS (SY) Whitehorse MS (SY) Wright MS (YR) | <input checked="" type="checkbox"/> SY, <input type="checkbox"/> SU or YR <input checked="" type="checkbox"/> | .5 .5 .5 | N/A |
| *3 coordinators were included in this row because we couldn't add any additional rows to the table | | | | | |
| Please complete the total FTE for the applicable time period | | School Year: | | 4.5 | |
| | | Year-Round | | 1.5 | |
| | | Summer | | | N/A |

*Use one line per individual employee

Volunteers: If volunteers will have direct contact with program participants, how are they vetted, trained and supervised?

All prospective volunteers are interviewed by the ULGM Volunteer Coordinator or other program staff before being assigned to a program site. All volunteers are required to undergo a background check, conducted by MMSD Human Resources before they can tutor. Once approved, they receive an on-site orientation from the Program Coordinator, in addition to asynchronous online training modules required by MMSD, as well as enhanced training support as needed.

B. Other program Resources/Inputs (such as program space, transportation or other resources necessary for the success of your program):

Additional resources/inputs include:

- 1) Office space and equipment at 9 MMSD schools provided in-kind by MMSD
- 2) Professional development opportunities for staff provided by MOST, MMSD, MSCR, & PASS
- 3) Joint support and supervision of 8 school based staff provided in partnership with MSCR

8. BUDGET

- A. The budget should be submitted with the proposal using the template provided in an Excel document or a PDF. There are five tabs within the Excel spreadsheet: Cover Page, Organization Overview and one sheet for the Program Budget for each age group. The Cover Page, Organizations Overview and relevant Program Budgets must be submitted with this document for a proposal to be complete.

The budget template can be found on the [CDD Funding Opportunities website](#).

9. IF APPLICABLE, PLEASE COMPLETE THE FOLLOWING:

A. Disclosure of Conflict of Interest

Disclose any potential conflict of interest due to any other clients, contracts, or property interests, e.g. direct connections to other funders, City funders, or potentially funded organizations, or with the City of Madison.

No known conflicts of interest at this time.

B. Disclosure of Contract Failures, Litigations

Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation.

No contract failures or litigations.

APPLICATION FOR 2023 SCHOOL-AGE CHILD AND YOUTH PROGRAMS

1. ORGANIZATION CONTACT INFORMATION

| | | | |
|----------------------------|---------------------------------------|--|--|
| Legal Name of Organization | URBAN LEAGUE OF GREATER MADISON, INC. | | |
| Mailing Address | 2222 S PARK STREET, SUITE 200 | | |
| Telephone | 608-729-1200 | | |
| FAX | 608-729-1205 | | |
| Director | RUBEN ANTHONY, JR | | |
| Email Address | ranthony@ulgm.org | | |
| Additional Contact | JIM HORN | | |
| Email Address | jhorn@ulgm.org | | |
| Legal Status | Private: Non-Profit | | |
| Federal EIN: | 39-1098146 | | |

2. PROPOSED PROGRAMS

| Program Name: | 2024 | | If currently City funded |
|---------------------------|--------|------------------|--------------------------|
| | Letter | Amount Requested | 2023 Allocation |
| Contact: | A | | |
| Contact: | B | | |
| Schools of Hope | C | \$46,451 | \$44,239 |
| Contact: Andrew Schilcher | D | | |
| Contact: | E | | |
| TOTAL REQUEST | | \$46,451 | |

DEFINITION OF ACCOUNT CATEGORIES:

Personnel: Amount reported should include salary, taxes and benefits. Salary includes all permanent, hourly and seasonal staff costs. Taxes/benefits include all payroll taxes, unemployment compensation, health insurance, life insurance, retirement benefits, etc.

Operating: Amount reported for operating costs should include all of the following items: insurance, professional fees and audit, postage, office and program supplies, utilities, maintenance, equipment and furnishings depreciation, telephone, training and conferences, food and household supplies, travel, vehicle costs and depreciation, and other operating related costs.

Space: Amount reported for space costs should include all of the following items: Rent/Utilities/Maintenance: Rental costs for office space; costs of utilities and maintenance for owned or rented space. Mortgage Principal/Interest/Depreciation/Taxes: Costs with owning a building (excluding utilities and maintenance).

Special Costs: Assistance to Individuals - subsidies, allowances, vouchers, and other payments provided to clients. Payment to Affiliate Organizations - required payments to a parent organization. Subcontracts - the organization subcontracts for service being purchased by a funder to another agency or individual. Examples: agency subcontracts a specialized counseling service to an individual practitioner; the agency is a fiscal agent for a collaborative project and provides payment to other agencies.

3. SIGNATURE PAGE

AFFIRMATIVE ACTION

If funded, applicant hereby agrees to comply with City of Madison Ordinance 39.02 and file either an exemption or an affirmative action plan with the Department of Civil Rights. A Model Affirmative Action Plan and instructions are available at cityofmadison.com/civil-rights/contract-compliance.

CITY OF MADISON CONTRACTS

If funded, applicant agrees to comply with all applicable local, State and Federal provisions. A sample contract that includes standard provisions may be obtained by contacting the Community Development Division at 266-6520. If funded, the City of Madison reserves the right to negotiate the final terms of a contract with the selected agency.

INSURANCE

If funded, applicant agrees to secure insurance coverage in the following areas to the extent required by the City Office of Risk Management: Commercial General Liability, Automobile Liability, Worker's Compensation, and Professional Liability. The cost of this coverage can be considered in the request for funding.

4. SIGNATURE

Enter name:

By entering your initials in the box you are electronically signing your name and agreeing to the terms listed above.

DATE

INITIALS:

6. BOARD-STAFF DEMOGRAPHICS

Indicate by number the following characteristics for your agency's current board and staff. Refer to application instructions for definitions. You will receive an "ERROR" until you finish completing the demographic information.

| DESCRIPTOR | BOARD | | STAFF | | MADISON* | | |
|----------------------------------------|--------------|---------|--------|---------|--------------------|--------------------|--------------------|
| | Number | Percent | Number | Percent | GENERAL Percent | POVERTY Percent | R/POV** Percent |
| | TOTAL | 11 | 100% | 34 | 100% | | |
| GENDER | | | | | | | |
| MAN | 7 | 64% | 20 | 59% | | | |
| WOMAN | 4 | 36% | 14 | 41% | | | |
| NON-BINARY/GENDERQUEER | 0 | 0% | 0 | 0% | | | |
| PREFER NOT TO SAY | 0 | 0% | 0 | 0% | | | |
| TOTAL GENDER | 11 | 100% | 34 | 100% | | | |
| AGE | | | | | | | |
| LESS THAN 18 YRS | 0 | 0% | 0 | 0% | | | |
| 18-59 YRS | 6 | 55% | 25 | 74% | | | |
| 60 AND OLDER | 5 | 45% | 9 | 26% | | | |
| TOTAL AGE | 11 | 100% | 34 | 100% | | | |
| RACE | | | | | | | |
| WHITE/CAUCASIAN | 4 | 36% | 13 | 38% | 80% | 67% | 16% |
| BLACK/AFRICAN AMERICAN | 7 | 64% | 20 | 59% | 7% | 15% | 39% |
| ASIAN | 0 | 0% | 0 | 0% | 8% | 11% | 28% |
| AMERICAN INDIAN/ALASKAN NATIVE | 0 | 0% | 1 | 3% | <1% | <1% | 32% |
| NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER | 0 | 0% | 0 | 0% | 0% | 0% | 0% |
| MULTI-RACIAL | 0 | 0% | 0 | 0% | 3% | 4% | 26% |
| BALANCE/OTHER | 0 | 0% | 0 | 0% | 1% | 2% | 28% |
| TOTAL RACE | 11 | 100% | 34 | 100% | | | |
| ETHNICITY | | | | | | | |
| HISPANIC OR LATINO | 0 | 0% | 2 | 6% | 7% | 9% | 26% |
| NOT HISPANIC OR LATINO | 11 | 100% | 32 | 94% | 93% | 81% | 74% |
| TOTAL ETHNICITY | 11 | 100% | 34 | 100% | | | |
| PERSONS WITH DISABILITIES | 0 | 0% | 1 | 3% | | | |

*REPORTED MADISON RACE AND ETHNICITY PERCENTAGES ARE BASED ON 2009-2013 AMERICAN COMMUNITY SURVEY FIGURES.

AS SUCH, PERCENTAGES REPORTED ARE ESTIMATES. See Instructions for explanations of these categories.

**R/POV=Percent of racial group living below the poverty line.

7. Does the board composition and staff of your agency represent the racial and cultural diversity of the residents

you serve? If not, what is your plan to address this? (to start a new paragraph, hit ALT+ENTER)

The Urban League of Greater Madison is an affiliate of the oldest civil rights, urban advocacy, and human service organization in the nation. Our founding roots both nationally and locally are in the African American community, and we remain true to those roots while also providing services that meet the needs of other under-served residents of our community. Currently, nearly 65% of our board of directors are African American, including roughly 60% men and 40% women. Our executive committee similarly reflects those who we serve. The Urban League likewise boasts a proud record of staff that reflect the cultural diversity of the youth and families that we serve. Currently, our youth services team consists of 13 full-time staff, all of whom have demonstrated experience working with youth of color, low-income youth, and other populations of under-served youth. Currently, 85% of this staff team are persons of color and a survey a few years ago found that more than half were the first generation in their family to attend or graduate from college. Our overall agency reflects similar diversity in our staffing.

8. AGENCY GOVERNING BODY

| | |
|-------------------------------------------------------------------------------------------|----|
| How many Board meetings were held in 2022 | 12 |
| How many Board meetings has your governing body or Board of Directors scheduled for 2023? | 12 |
| How many Board seats are indicated in your agency by-laws? | 24 |

List your current Board of Directors or your agency's governing body.

| | | | | |
|----------------|-----------------------------------------------------|-------|---------|-------------|
| Name | Frank Byrne | | | |
| Home Address | 5413 Tonywatha Trail, Monona, WI 53716 | | | |
| Occupation | President Emeritus, St. Mary's Hospital | | | |
| Representing | Community | | | |
| Term of Office | | From: | 01/2021 | To: 12/2023 |
| Name | Beth Prestine | | | |
| Home Address | 4140 Council Crest, Madison, WI 53711 | | | |
| Occupation | Private Banking Managing Director | | | |
| Representing | US Bank | | | |
| Term of Office | | From: | 01/2022 | To: 12/2024 |
| Name | Haben Goitom | | | |
| Home Address | 32 Arboredge Way, Madison, WI 53711 | | | |
| Occupation | Vice President - Commercial Counsel | | | |
| Representing | Mainspring Energy | | | |
| Term of Office | | From: | 01/2021 | To: 12/2023 |
| Name | James Graham | | | |
| Home Address | 7800 Manistee Court, Verona, WI 53593 | | | |
| Occupation | Retired | | | |
| Representing | Community | | | |
| Term of Office | | From: | 01/2021 | To: 12/2023 |
| Name | Anthony Hudson | | | |
| Home Address | W239N2374 Hawks Meadow Court, Waukesha, WI 53188 | | | |
| Occupation | Regional President | | | |
| Representing | BMO Bank | | | |
| Term of Office | | From: | 01/2021 | To: 12/2023 |
| Name | Gloria Ladson-Billings | | | |
| Home Address | 7214 Countrywood Lane, Madison, WI 53719 | | | |
| Occupation | Professor Emeritus, UW Madison | | | |
| Representing | Community | | | |
| Term of Office | | From: | 01/2021 | To: 12/2023 |
| Name | Dan O'Callaghan | | | |
| Home Address | 2202 Commonwealth Avenue, Madison, WI 53716 | | | |
| Occupation | Attorney/Partner | | | |
| Representing | Carlson Black O'Callaghan & Battenberg LLP | | | |
| Term of Office | | From: | 01/2021 | To: 12/2023 |
| Name | LaDonna Reed | | | |
| Home Address | 166501 Knottingwood Avenue, Oak Forest, IL 60452 | | | |
| Occupation | Senior V P and Director of Community Accountability | | | |
| Representing | Associated Bank | | | |
| Term of Office | | From: | 01/2022 | To: 12/2024 |

AGENCY GOVERNING BODY cont.

| | | | | | |
|----------------|------------------------------------------------------------------|-------|---------|-----|---------|
| Name | Derrick Smith | | | | |
| Home Address | 7533 Sawmill Road, Madison, WI 53717 | | | | |
| Occupation | Sr Director of External Relations, Partnerships, and Development | | | | |
| Representing | UW Madison | | | | |
| Term of Office | | From: | 01/2022 | To: | 12/2024 |
| Name | Ric Ransom | | | | |
| Home Address | 1125 Ireland Drive, Waunakee, WI 53597 | | | | |
| Occupation | President | | | | |
| Representing | UW Hospitals | | | | |
| Term of Office | | From: | 01/2021 | To: | 12/2023 |
| Name | Noble Wray | | | | |
| Home Address | 5209 Kevins Way, Madison, WI 53714 | | | | |
| Occupation | Consultant | | | | |
| Representing | Community | | | | |
| Term of Office | | From: | 01/2022 | To: | 12/2025 |
| Name | | | | | |
| Home Address | | | | | |
| Occupation | | | | | |
| Representing | | | | | |
| Term of Office | | From: | mm/yyyy | To: | mm/yyyy |
| Name | | | | | |
| Home Address | | | | | |
| Occupation | | | | | |
| Representing | | | | | |
| Term of Office | | From: | mm/yyyy | To: | mm/yyyy |
| Name | | | | | |
| Home Address | | | | | |
| Occupation | | | | | |
| Representing | | | | | |
| Term of Office | | From: | mm/yyyy | To: | mm/yyyy |
| Name | | | | | |
| Home Address | | | | | |
| Occupation | | | | | |
| Representing | | | | | |
| Term of Office | | From: | mm/yyyy | To: | mm/yyyy |
| Name | | | | | |
| Home Address | | | | | |
| Occupation | | | | | |
| Representing | | | | | |
| Term of Office | | From: | mm/yyyy | To: | mm/yyyy |

****Instructions: Complete this workbook in tab order, so the numbers will autofill correctly. Only fill in the yellow cells. Only use whole numbers, if using formulas or amounts with cents, convert to whole number before submitting to CDD.**

Please fill out all expected revenues for the programs you are requesting funding for in this application. All programs not requesting funding in this application, should be combined and entered under NON APP PGMS (last column)

| REVENUE SOURCE | AGENCY 2024 | PROGRAM A | PROGRAM B | PROGRAM C | PROGRAM D | PROGRAM E | NON APP PGMS |
|---------------------------------|----------------|--------------|--------------|--------------|--------------|--------------|-----------------|
| DANE CO HUMAN SVCS | 349,504 | | | | | | 349,504 |
| UNITED WAY DANE CO | 391,762 | | | 242,300 | | | 149,462 |
| CITY CDD (This Application) | 470,451 | | | 46,451 | | | 424,000 |
| City CDD (Not this Application) | 50,000 | | | | | | 50,000 |
| OTHER GOVT* | 1,870,855 | | | 396,266 | | | 1,474,589 |
| FUNDRAISING DONATIONS** | 1,847,672 | | | 219,892 | | | 1,627,780 |
| USER FEES | 571,912 | | | | | | 571,912 |
| TOTAL REVENUE | 5,552,156 | 0 | 0 | 904,909 | 0 | 0 | 4,647,247 |

*OTHER GOVERNMENT: Includes all Federal and State funds, as well as funds from other counties, other Dane County Departments, and all other Dane County cities, villages, and townships.

**FUNDRAISING: Includes funds received from foundations, corporations, churches, and individuals, as well as those raised from fundraising events.

Enter all expenses for the programs in this application under the PGM A-E columns. Enter the amount you would like the City to pay for with this funding under the CITY SHARE column

****Use whole numbers only, please.**

| ACCOUNT CATEGORY | AGENCY 2024 | TTL CITY REQUEST | PGM A | CITY SHARE | PGM B | CITY SHARE | PGM C | CITY SHARE | PGM D | CITY SHARE | PGM E | CITY SHARE | NON APP PGMS |
|-----------------------------|------------------|---------------------|----------|---------------|----------|---------------|----------------|---------------|----------|---------------|----------|---------------|------------------|
| A. PERSONNEL | | | | | | | | | | | | | |
| Salary | 2,065,744 | 34,900 | | | | | 649,738 | 34,900 | | | | | 1,416,006 |
| Taxes/Benefits | 513,722 | 11,551 | | | | | 161,700 | 11,551 | | | | | 352,022 |
| Subtotal A. | 2,579,466 | 46,451 | 0 | 0 | 0 | 0 | 811,438 | 46,451 | 0 | 0 | 0 | 0 | 1,768,028 |
| B. OTHER OPERATING | | | | | | | | | | | | | |
| Insurance | 80,634 | 0 | | | | | 3,795 | | | | | | 76,839 |
| Professional Fees/Audit | 307,437 | 0 | | | | | 21,769 | | | | | | 285,668 |
| Postage/Office & Program | 0 | 0 | | | | | 0 | | | | | | 0 |
| Supplies/Printing/Photocopy | 108,171 | 0 | | | | | 10,000 | | | | | | 98,171 |
| Equipment/Furnishings/Depr. | 27,000 | 0 | | | | | 3,725 | | | | | | 23,275 |
| Telephone | 6,500 | 0 | | | | | 400 | | | | | | 6,100 |
| Training/Conferences | 40,900 | 0 | | | | | 10,400 | | | | | | 30,500 |
| Food/Household Supplies | 0 | 0 | | | | | 0 | | | | | | 0 |
| Travel | 10,000 | 0 | | | | | 500 | | | | | | 9,500 |
| Vehicle Costs/Depreciation | 0 | 0 | | | | | 0 | | | | | | 0 |
| Other | 0 | 0 | | | | | 0 | | | | | | 0 |
| Subtotal B. | 580,642 | 0 | 0 | 0 | 0 | 0 | 50,589 | 0 | 0 | 0 | 0 | 0 | 530,053 |
| C. SPACE | | | | | | | | | | | | | |
| Rent/Utilities/Maintenance | 736,313 | 0 | | | | | 16,862 | | | | | | 719,451 |
| Mortgage Principal/Interest | 566,902 | 0 | | | | | 6,590 | | | | | | 560,312 |
| Depreciation/Taxes | 71,906 | 0 | | | | | 19,430 | | | | | | 52,476 |
| Subtotal C. | 1,375,121 | 0 | 0 | 0 | 0 | 0 | 42,882 | 0 | 0 | 0 | 0 | 0 | 1,332,239 |
| D. SPECIAL COSTS | | | | | | | | | | | | | |
| Assistance to Individuals | 47,183 | 0 | | | | | 0 | | | | | | 47,183 |
| Contractors/Subcontractors | 0 | 0 | | | | | 0 | | | | | | 0 |
| Pymt to Affiliate Orgs | 0 | 0 | | | | | 0 | | | | | | 0 |
| Other | 969,744 | 0 | | | | | 0 | | | | | | 969,744 |
| Subtotal D. | 1,016,927 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,016,927 |
| TOTAL (A.-D.) | 5,552,156 | 46,451 | 0 | 0 | 0 | 0 | 904,909 | 46,451 | 0 | 0 | 0 | 0 | 4,647,247 |

****List all staff positions related to programs requestong funding in this application, and the amount of time they will spend in each program.**

| | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 |
|----------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------|-------------------|-----------------------------------|--------------|----------------|-------------------------------------------|
| Title of Staff Position* | Program A FTE** | Program B FTE** | Program C FTE** | Program D FTE** | Program E FTE** | Total FTE | Annualized Salary | Payroll Taxes and Fringe Benefits | Total Amount | Hourly Wage*** | Amount Requested from the City of Madison |
| President/CEO | | | 0.26 | | | 0.26 | 232,278 | 50,010 | 282,288 | 111.67 | 0 |
| Senior VP | | | 0.26 | | | 0.26 | 129,054 | 15,339 | 144,393 | 62.05 | 0 |
| Chief Financial Officer | | | 0.26 | | | 0.26 | 102,230 | 19,574 | 121,804 | 49.15 | 0 |
| Director of Development | | | 0.26 | | | 0.26 | 61,002 | 12,826 | 73,828 | 29.33 | 0 |
| Accounting Assistant | | | 0.26 | | | 0.26 | 62,400 | 12,844 | 75,244 | 30.00 | 0 |
| Administrative Assistant | | | 0.26 | | | 0.26 | 41,600 | 11,106 | 52,706 | 20.00 | 0 |
| Executive Assistant | | | 0.26 | | | 0.26 | 48,834 | 13,238 | 62,072 | 23.48 | 0 |
| Facilities Specialist | | | 0.26 | | | 0.26 | 35,353 | 5,604 | 40,957 | 15.50 | 0 |
| Custodian | | | 0.26 | | | 0.26 | 24,174 | 11,224 | 35,398 | 18.89 | 0 |
| Manager, Schools of Hope | | | 0.78 | | | 0.78 | 73,803 | 16,203 | 90,006 | 35.48 | 0 |
| Prgm. Coordinator/Specialist, Learning | | | 10.50 | | | 10.50 | 464,425 | 133,430 | 597,855 | 21.03 | 46,451 |
| | | | | | | 0.00 | | | 0 | 0.00 | 0 |
| | | | | | | 0.00 | | | 0 | 0.00 | 0 |
| | | | | | | 0.00 | | | 0 | 0.00 | 0 |
| | | | | | | 0.00 | | | 0 | 0.00 | 0 |
| | | | | | | 0.00 | | | 0 | 0.00 | 0 |
| | | | | | | 0.00 | | | 0 | 0.00 | 0 |
| | | | | | | 0.00 | | | 0 | 0.00 | 0 |
| | | | | | | 0.00 | | | 0 | 0.00 | 0 |
| | | | | | | 0.00 | | | 0 | 0.00 | 0 |
| | | | | | | 0.00 | | | 0 | 0.00 | 0 |
| | | | | | | 0.00 | | | 0 | 0.00 | 0 |
| SUBTOTAL/TOTAL: | 0.00 | 0.00 | 13.61 | 0.00 | 0.00 | 13.61 | 1275153.00 | 301398.00 | 1576551.00 | 416.58 | 46451.00 |

CONTINUE BELOW IF YOU NEED MORE ROOM FOR STAFF POSITIONS

*List each staff position separately. Indicate number of weeks to be employed if less than full year in parentheses after their title.

**Full Time Equivalent (1.00, .75, .60, .25, etc.) 2,080 hours = 1.00 FTE

Program Summary

This tab should be completely filled in by your previous answers.

| Pgm Letter | Program Name | Program Expenses | 2024 City Request |
|-------------------------------|-----------------|------------------|-------------------|
| A | 0 | PERSONNEL | 0 |
| | | OTHER OPERATING | 0 |
| | | SPACE | 0 |
| | | SPECIAL COSTS | 0 |
| | | TOTAL | 0 |
| B | 0 | PERSONNEL | 0 |
| | | OTHER OPERATING | 0 |
| | | SPACE | 0 |
| | | SPECIAL COSTS | 0 |
| | | TOTAL | 0 |
| C | Schools of Hope | PERSONNEL | 46,451 |
| | | OTHER OPERATING | 0 |
| | | SPACE | 0 |
| | | SPECIAL COSTS | 0 |
| | | TOTAL | 46,451 |
| D | 0 | PERSONNEL | 0 |
| | | OTHER OPERATING | 0 |
| | | SPACE | 0 |
| | | SPECIAL COSTS | 0 |
| | | TOTAL | 0 |
| E | 0 | PERSONNEL | 0 |
| | | OTHER OPERATING | 0 |
| | | SPACE | 0 |
| | | SPECIAL COSTS | 0 |
| | | TOTAL | 0 |
| TOTAL FOR ALL PROGRAMS | | | 46,451 |

DCDHS - COUNTY OF DANE
Purchase of Services Agreement

| | |
|--------------------------------------|---------------------|
| Agreement No: | 87009 |
| Begin Date: | 1/1/2023 |
| Expiration Date: | 12/31/2023 |
| Authority: Res. | NA |
| Maximum Cost: | <u>\$111,553</u> |
| Number of Pages: | <u>28</u> |
| Corporation Counsel Approval: | <u>SHR 11/14/22</u> |

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and Urban League of Greater Madison, Inc. (hereafter, "PROVIDER"), as of the respective dates representatives of both parties have affixed their respective signatures.

WHEREAS COUNTY, whose address is 1202 Northport Drive, Madison, WI 53704, desires to purchase services from PROVIDER, whose address is 2222 S Park St, Ste 200, Madison WI 53713 for the purpose of:

Community Prevention (SPC 408)

These services are more particularly described in Schedule A.

AND WHEREAS Provider is able and willing to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

[End of Page]

I. TERM.

The term of this Agreement shall commence as of the *Begin Date* and shall end as of the *Expiration Date*, both of which are set forth on page one (1) hereof. PROVIDER shall complete its service obligations under this Agreement not later than the *Expiration Date*. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the *Maximum Cost* as stated above for all services.

II. SERVICES.

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached *Schedule A*, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of *Schedule A* or any of them, it is agreed that the terms of *Schedule A*, to the extent of any conflict, are controlling.
- B. PROVIDER shall furnish the services contained in and comply with the performance and productivity requirements contained in the *Program Summary* document, which is attached hereto and fully incorporated herein by reference. PROVIDER shall complete its obligations under this Agreement in a sound, economical and efficient manner in accordance with this Agreement and all applicable laws.
- C. COUNTY will make payments for services rendered under this Agreement as and in the manner specified herein and in *Schedule B* if attached, which shall be fully incorporated herein by reference.
- D. PROVIDER agrees to make such reports as are required by this Agreement and in the attached *Schedule C*, which is fully incorporated herein by reference.
- E. PROVIDER agrees to secure at PROVIDER's own expense all personnel with the necessary training, supervision and qualifications necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY. PROVIDER shall ensure PROVIDER's personnel are instructed that they will not have any direct contractual relationship with COUNTY. COUNTY shall not participate in or have any authority over any aspect of PROVIDER's personnel policies and practices, and shall not be liable for actions arising from such policies and practices.
- F. COUNTY shall have the right to request replacement of personnel. PROVIDER shall comply where such personnel are deemed by COUNTY to present a risk to consumers. In other instances, PROVIDER and COUNTY shall cooperate to reach a reasonable resolution on the issue presented.
- G. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all applicable state and federal statutes, rules, regulations, service standards, certifications and assurances required to provide the services contracted for under this Agreement.
- H. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and/or PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- I. PROVIDER understands that time is of the essence as to all PROVIDER requirements.
- J. Unless specified differently herein, a PROVIDER shall maintain a consistent volume of service delivery throughout the months of the Agreement as determined by COUNTY.

SECTION A
(Non-Discrimination)

III. NON-DISCRIMINATION.

- A. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or

conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

- B. PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

IV. AFFIRMATIVE ACTION.

- A. If PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, PROVIDER shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY.
- B. PROVIDER shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office, and shall report annually the number of persons, by race, ethnicity, gender, and disability, status, who apply for employment and, similarly classified, the number hired and the number rejected.
- C. PROVIDER agrees to furnish all information and reports required by COUNTY's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D. C. Ords., and the provisions of this Agreement.

V. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

- A. PROVIDER and all Subcontractors agree not to discriminate on the basis of disability in accordance with The Americans with Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and Chapter 19 of the Dane County Code of Ordinances. PROVIDER agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- B. PROVIDER shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, PROVIDER agrees to offer "programmatically accessible" to recipients (real or potential) of said services and programs (e.g. change time/location of service).
- C. PROVIDER agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. PROVIDER agrees to train staff in human relations techniques and sensitivity to persons with disabilities. PROVIDER agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. PROVIDER agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. The PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in PROVIDER's programs and services.

VI. BILINGUAL SERVICES.

PROVIDER agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. PROVIDER agrees that it will employ staff with bilingual or special foreign language translation skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. PROVIDER will provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative languages appropriate to the needs of the client population. PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in PROVIDER's programs and services.

VII. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, PROVIDER shall submit to the COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health Services Division that covers the services purchased by Dane County, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. The PROVIDER further agrees to cooperate with the COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy; the name of the PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to the Dane County Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance Officer when such announcements are issued.
- E. In lieu of the requirements of this section, if PROVIDER is a government entity having its own compliance plan, PROVIDER's plan shall govern PROVIDER's activities.

VIII. EQUAL OPPORTUNITY NOTICE.

In all solicitations for employment placed on PROVIDER's behalf during the term of this Agreement, PROVIDER shall include a statement to the effect that PROVIDER is an "Equal Opportunity Employer".

SECTION B
(General Terms)

IX. ACKNOWLEDGEMENT OF COUNTY SUPPORT.

PROVIDER shall acknowledge funding support by COUNTY in all publications, including social media statements, regarding services and programs funded by COUNTY. PROVIDER agrees to display the Dane County Department of Human Services logo in its waiting rooms and incorporate the logo in all PROVIDER publications, websites and stationery that pertain to services funded in whole or in part by COUNTY.

X. ASSIGNMENT AND TRANSFER.

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement without the prior written consent of COUNTY, including the hiring of independent contract service providers, unless otherwise provided herein. Claims for money due to PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without COUNTY consent if and only if the instrument of assignment provides that the right of the assignee in and to any amounts due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall furnish COUNTY with notice of any such assignment or transfer.

XI. CONFIDENTIALITY.

A. PROVIDER agrees to comply with all pertinent federal and state statutes, rules, regulations and county ordinances related to confidentiality. Further, COUNTY and PROVIDER agree that:

1. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
2. PROVIDER knows and understands it is not entitled to any client specific information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of services to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.
3. Upon request from COUNTY, client specific information, including but not limited to treatment information, shall be exchanged between PROVIDER and COUNTY, consistent with applicable federal and state statutes, for the following purposes:
 - a. Research (names and specific identifying information not to be disclosed);
 - b. Fiscal and clinical audits and evaluations;
 - c. Coordination of treatment or services; and
 - d. Determination of conformance with court-ordered service plans.

B. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability.

1. The PROVIDER agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all relevant regulations as from time to time amended, if PROVIDER receives Medicaid funding or as these regulations otherwise apply to the services the PROVIDER provides or purchases with funds provided under this Agreement. Such requirements, where applicable, include:
 - a. Holding protected health information (PHI) in confidence and using it or further disclosing it only for authorized purposes.

- b. Having a Notice of Privacy Practices.
 - c. Developing and maintaining current and appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of all PHI, in any form or media, including electronic storage and transmission.
 - d. Maintaining policies and procedures to protect against the identity theft of client/consumer information.
 - e. Tracking disclosures of PHI as required by law.
 - f. Having and maintaining procedures in the event of a breach of PHI, logging security events, providing notices and mitigating damages as required by law.
- 2. Where PROVIDER has access to COUNTY's client records and discovers any breach or unauthorized acquisition, access, use or disclosure of client records, PROVIDER shall inform COUNTY within five (5) business days after PROVIDER learns of such breach involving COUNTY's clients.
 - 3. If COUNTY has determined that PROVIDER is a "Business Associate" within the context of the law, PROVIDER will sign and return the attached Business Associate Addendum, which will be included and made part of this Agreement.

XII. COOPERATION.

- A. PROVIDER agrees to cooperate with departments, agencies, employees and officers of COUNTY in providing the services described herein.
- B. Where PROVIDER furnishes counseling, care, case management, service coordination or other client services and COUNTY requests PROVIDER or any of PROVIDER's employees to provide evidence in a court or other evidentiary proceeding regarding the services provided to any named client or regarding the client's progress given services provided, services purchased under this Agreement include PROVIDER making itself or its employees available to provide such evidence requested by COUNTY as authorized by law.

XIII. DELIVERY OF NOTICES.

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth in this Agreement. Any party changing its address shall notify the other party in writing within five (5) business days.

XIV. DISPUTE RESOLUTION.

- A. **Good Faith Efforts.** In the event of a dispute between PROVIDER and COUNTY involving the interpretation or application of the contents of the Schedule A and related service requirements, PROVIDER and COUNTY agree to make good faith efforts to resolve grievances informally.
- B. **Formal Procedure.** In the event informal resolution is not achieved, COUNTY and PROVIDER shall follow the following procedure to resolve all disputes:

Step 1: PROVIDER's Chief Executive Officer shall present a description of the dispute and PROVIDER's position, in writing, to COUNTY's Division Manager within fifteen (15) working days of gaining knowledge of the issue. The description shall cite the provision or provisions of this Agreement that are in dispute and shall present all available factual information supporting PROVIDER's position. Failure to timely provide said document constitutes a waiver of PROVIDER's right to dispute the item.

Step 2: Both parties shall designate representatives, who shall attempt to reach a mutually satisfactory resolution within the fifteen (15) working days after mailing of the written notice.

Step 3: If resolution is not reached in Step 2, COUNTY's Division Manager shall provide in writing by mail, an initial decision. Said decision shall be binding until and unless a different decision is reached as outlined below.

Step 4: PROVIDER's Chief Executive Officer or equivalent may request a review of the initial decision by mailing a written request to COUNTY's Human Services Director within fifteen (15) working days of the receipt of the initial decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

Step 5: COUNTY's Human Services Director shall respond to the request for review by mailing a final written decision to PROVIDER within fifteen (15) working days of receipt of the request.

Step 6: PROVIDER's Chief Executive Officer or equivalent may request a review by the County Executive of the final decision by mailing said request within fifteen (15) working days of the postmarked date of the final decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

Step 7: The County Executive shall provide a final decision by mailing it to PROVIDER within fifteen (15) working days following the postmarked date of the request for a review. The decision of the County Executive is final and binding on the parties.

C. **Client Grievance Procedure.**

1. PROVIDER shall have a written client grievance procedure approved by COUNTY, posted in its service area, at all times during the term of this Agreement and made available to each client upon admission.
2. Where clients may be entitled to an administrative hearing concerning eligibility, PROVIDER will cooperate with COUNTY in providing notice of said eligibility to clients.

XV. EMERGENCY PLANNING.

A. In order for PROVIDER and the people PROVIDER serves to be prepared for an emergency such as a tornado, flood, blizzard, electrical blackout, pandemic and/or other natural or man-made disaster, PROVIDER shall develop a written plan that at a minimum addresses:

1. The steps PROVIDER has taken or will be taking to prepare for an emergency;
2. Which of PROVIDER's services will remain operational during an emergency;
3. The role of staff members during an emergency;
4. PROVIDER's order of succession, evacuation and emergency communications plans, including who will have authority to execute the plans and/or to evacuate the facility;
5. Evacuation routes, means of transportation and use of alternate care facilities and service providers, (such as pharmacies) with which PROVIDER has emergency care agreements in place;
6. How PROVIDER will assist clients/consumers to individually prepare for an emergency; and
7. How essential care records will be protected, maintained and accessible during an emergency.

A copy of the written plan should be kept at each of PROVIDER's office(s).

B. Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs shall assure at-risk clients/consumers are provided for during an emergency.

XVI. FAIR LABOR STANDARDS COMPLIANCE.

- A. **Reporting Adverse Findings.** During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this Agreement, COUNTY may take such action.
- B. **Appeal Process.** PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.08(20)(c), D.C. Ords.
- C. **Notice Requirement.** PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XVII. INDEMNIFICATION BY PROVIDER.

- A. To the fullest extent permitted by law, PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, agents, volunteers, employees and representatives against any and all liability, claims, losses (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses (including, but not limited to, court costs, as well as fees and charges of attorney(s)) which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, claims, damages, losses, charges, costs, or expenses caused by or arising from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, agents, volunteers, employees or representatives. The obligations of PROVIDER under the paragraph shall apply to liability, claims, losses, damages, costs or expenses arising from any aspect of PROVIDER's personnel policies or practices, because, except as otherwise provided herein, it is understood that COUNTY assumes no control over PROVIDER's business operations, methods or procedures.
- B. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph.
- C. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- D. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

XVIII. INSURANCE.

- A. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of *paragraph XVII*, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement.
 - 1. Commercial General Liability.
PROVIDER agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

2. Commercial/Business Automobile Liability.
PROVIDER agrees to maintain Commercial/Business Automobile Liability at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 3. Professional Liability.
PROVIDER agrees to maintain Professional Liability at a limit of not less than \$1,000,000 per claim with a \$1,000,000 aggregate for all PROVIDER's professional employees. The coverage shall include Unintentional Errors/Omissions Endorsement. There shall be an extended reporting period provision of not less than two years.
 4. Umbrella or Excess Liability.
PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.
 5. Workers' Compensation.
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.
- B. PROVIDER Prohibited from Waiving COUNTY's Right to Subrogation: When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance.
- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

- E. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- F. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

XIX. LICENSE, CERTIFICATION AND STANDARD COMPLIANCE.

- A. **All Service Standards Met.** PROVIDER shall meet State and Federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement, including all regulations applicable to the expenditure and reporting of funds for services purchased by this Agreement.
- B. **Background Checks.** PROVIDER agrees to do background checks for all its workforce, including interns and volunteers, having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law.
- C. **Debarment.** PROVIDER certifies that it is not debarred, suspended or declared ineligible from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.
- D. **County Standards.** Where COUNTY wants to apply a specific set of standards to PROVIDER not contrary to state and federal regulations, the same are specified or are specifically referred to in this Agreement.
- E. **Licenses and Certifications.** Where required by law, PROVIDER must, at all times, be licensed or certified by either the State or County as a qualified provider of the services purchased hereby. PROVIDER shall fully cooperate with licensing and certification authorities. PROVIDER shall submit copies of the required licenses or certifications upon request by COUNTY. PROVIDER shall promptly notify COUNTY in writing of any citation PROVIDER receives from any licensing or certification authority, including all responses and correction plans.
- F. **Public Health Standards.** PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accepts sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.
- G. **Notification.** PROVIDER shall notify the COUNTY promptly, in writing, if it is unable to comply with any of the above requirements.

XX. NO WAIVER OF RIGHT OF RECOVERY.

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER. The making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist

shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

XXI. PATENTS, COPYRIGHTS AND INVENTIONS. PROVIDER may elect to retain the entire right, title and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR 401. In the event any invention results from work performed jointly by PROVIDER and COUNTY, the invention(s) shall be jointly owned. COUNTY is licensed to use information and materials in any publication produced by COUNTY resulting from joint projects between COUNTY and PROVIDER.

XXII. PENALTIES.

- A. PROVIDER shall provide immediate notice in the event it will be unable to meet any deadline, including deadlines for filing reports, set by COUNTY. Concurrent with notification, PROVIDER shall submit either a request for an alternative deadline or other course of action or both. COUNTY may grant or deny the request. COUNTY has the prerogative to withhold payment to PROVIDER upon denial of request or until any condition set by COUNTY is met. In the case of contracts that have been renewed or continued from a previous contractual period, COUNTY may withhold payment in the current period for failures that occurred in a previous period.
- B. If COUNTY is liable for damages sustained as a result of breach of this Agreement by PROVIDER, COUNTY may withhold payments to PROVIDER as set off against said damages.
- C. If, through any act of or failure of action by PROVIDER, COUNTY is required to refund money to a funding source or granting agency, PROVIDER shall pay to COUNTY within ten (10) working days, any such amount along with any interest and penalties.

XXIII. RECORDS.

- A. **Open Records Requests.** PROVIDER agrees to assist COUNTY in promptly fulfilling or answering any open records request, in the manner determined by COUNTY, of a record not protected by a law requiring confidentiality that PROVIDER keeps or maintains on behalf of COUNTY.
- B. **Records Retention.** PROVIDER shall retain any record required to be kept on behalf of COUNTY for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law. PROVIDER shall preserve Medicaid funded service and billing records for a period of not less than ten (10) years from the last service provided unless a shorter period or retention is specifically authorized by law. This provision survives the term of this contract.
- C. **Records Ownership and Control.**
 - 1. It is understood that in the event this Agreement terminates for any reason, COUNTY, at its option may take ownership and control of all records created for the purpose of providing and facilitating provision of services under the Agreement.
 - 2. If, as the result of the expiration or termination of this Agreement, PROVIDER discontinues services provided under this Agreement to any client who continues to require such service, COUNTY shall have the right to take immediate physical custody of any of the client's records that are necessary to facilitate the transition of services to another provider of such service, including, but not limited to, all documents, electronic data, products and services prepared or produced by PROVIDER under this Agreement. Further, COUNTY may direct PROVIDER to transfer any client record as COUNTY deems necessary to a new service provider in order to provide continuity of care and services to affected clients.

XXIV. RENEGOTIATION.

- A. This Agreement or any part thereof, may be renegotiated at the option of COUNTY in the case of: 1) increased or decreased volume of services; 2) changes required by Federal or State law or regulations or court action; 3) cancellation, increase or decrease in funding; 4) changes in service needs identified by COUNTY; 5) PROVIDER's failure to provide monthly services purchased; or 6) upon any mutual agreement. PROVIDER agrees to renegotiate in good faith if COUNTY exercises this option.
- B. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by COUNTY and PROVIDER.
- C. Changes to the number of units purchased under this Agreement pursuant to renegotiation shall be reflected by amendment to the *Program Summary*.
- D. If PROVIDER refuses to renegotiate in good faith as required by this section, COUNTY may either terminate the Agreement or unilaterally adjust payments downward to reflect COUNTY's best estimate of the volume of services actually delivered by PROVIDER under this Agreement.

XXV. TERMINATION, SUSPENSION AND/OR MODIFICATION.

This Agreement may be terminated and/or its terms may be modified or altered as follows:

- A. Either party may terminate the Agreement without stating cause at any time upon ninety (90) days' written notice.
- B. Failure of PROVIDER to fulfill any of its obligations under the Agreement in a timely manner or violation by PROVIDER of any covenants or stipulations contained in this Agreement shall constitute grounds for COUNTY to terminate this Agreement upon ten (10) days' written notice of the effective date of termination.
- C. The following shall constitute grounds for immediate termination:
 - 1. Violation by PROVIDER of any state, federal or local law, or failure by PROVIDER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. Failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. Failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. Inability of PROVIDER to perform the work provided for herein.
 - 5. Exposure of a client to immediate danger when interacting with PROVIDER.
- D. In the event of cancellation or reduction of state, federal or county funding upon which COUNTY relies to fulfill its obligations under this Agreement, PROVIDER agrees and understands that COUNTY may take any of the following actions:
 - 1. COUNTY may terminate this Agreement, upon thirty (30) days written notice.
 - 2. COUNTY may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
 - 3. COUNTY may reduce funding to PROVIDER upon thirty (30) days written notice. If COUNTY opts to reduce funding under this provision, COUNTY may, after consultation between PROVIDER and COUNTY's contract manager or designee, specify the manner in which PROVIDER accomplishes said reduction, including, but not limited to, directing PROVIDER to reduce expenditures on designated goods, services and/or costs.
- E. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder or failure of PROVIDER to timely commence the contracted for services, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- F. Termination or reduction actions taken by COUNTY under this Agreement are not subject to the Dispute Resolution Process, Section XIV of this document.

SECTION C
(Financial Terms)

XXVI. FINANCIAL PROVISIONS.

A. **Accounting.** PROVIDER shall maintain such records, financial statements and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this contract. Accounting records must be supported by such source documentation as cancelled checks/electronic payments, paid bills, bank statements, payrolls, time and attendance records, contract award documentation, etc. PROVIDER shall adhere to the *Wisconsin Department of Health Services and/or Wisconsin Department of Children and Families Allowable Cost Policy Manual(s)*, including revisions and updates and return to COUNTY any funding paid in excess of allowable costs.

B. **Method of Payment.** PROVIDER shall be paid for its services as indicated below.

1. *Monthly Expense Reimbursement:* Expenses incurred by PROVIDER shall be reimbursed by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) or PROVIDER's monthly billing statement and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

2. *Unit of Service Reimbursement:* Units of service provided shall be paid by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) or PROVIDER's monthly billing statement and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

3. *Monthly Advance Payment with Year End Reconciliation:* PROVIDER shall be advanced equal monthly payments consisting of the annual Agreement amount divided by the number of months covered under this Agreement. The last monthly payment to PROVIDER may be adjusted to actual expenses anticipated for the Agreement term. Request for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) or PROVIDER's monthly billing statement and submitted to COUNTY by the first of the month previous to the month the payment is to be issued. This provision will be applicable to the following programs:

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4. *Other Method of Payment:* This method is described in Schedule B for the following programs:

C. **Alternate Method of Payment.** Notwithstanding the agreed upon method of payment stated above, COUNTY may at its option refuse to advance all or part of any unearned payment otherwise due to PROVIDER if COUNTY reasonably suspects any of the following:

1. PROVIDER has mismanaged any funds provided by COUNTY.

2. Funds in PROVIDER's possession are at risk of being seized by PROVIDER's creditors or other adverse interest.
 3. PROVIDER appears incapable of maintaining itself as a going business concern.
 4. PROVIDER fails to meet reporting requirements.
- D. **Administrative Cost Ceiling.** PROVIDER agrees to keep actual administrative costs for each program group at or below the percentage approved by COUNTY. The approved administrative cost is the percentage of approved program group cost devoted to administrative activity most recently approved by COUNTY. No variance in excess of the approved administrative percentage will be allowed unless approved by COUNTY in advance and in writing. In no event will COUNTY approve an administrative cost percentage in excess of 15% of the cost of each program.
- E. **Exemptions from Administrative Cost Ceiling.** At the discretion of COUNTY, programs will be exempt from the prescribed ceiling if any of the following applies:
1. The program is 100% administrative, or
 2. The program is paid monthly under the unit of service reimbursement method of payment, or
 3. The program is 100% funded from medical assistance or another federal source; in such case the administrative expense shall be limited to the requirements of the funding source.
- F. **Bond.** At all times during the term of this Agreement PROVIDER shall maintain an employee dishonesty bond in an amount sufficient to hold PROVIDER harmless in the event of employee fraud or defalcation. Said bond shall insure PROVIDER against the loss of funds provided through this Agreement and the loss of client funds to which the PROVIDER or its employees has access through the services provided through this Agreement. PROVIDER shall furnish evidence of having met this requirement upon request by COUNTY.
- G. **Budgets and Personnel Schedules.**
1. Programs paid under the unit of service reimbursement method of payment shall be exempt from the requirements of this section.
 2. For each program funded by COUNTY, PROVIDER shall prepare a program budget and supporting personnel schedule and submit it to COUNTY for approval within fifty-six (56) days after the effective date of this Agreement. PROVIDER agrees to submit its program budgets and personnel schedules on forms provided by COUNTY and according to guidelines provided by COUNTY. Program budgets and personnel schedules shall be considered approved when signed by both PROVIDER and COUNTY. Upon approval by COUNTY, both the program budget and personnel schedule shall be made a part of this Agreement.
 3. Variances in any program account category (categories are: Personnel, Operating, Space, Special Costs, and Other Expense) in excess of \$5,000.00 or 10%, whichever is less, shall not be allowed unless PROVIDER obtains written approval of COUNTY at COUNTY's discretion for good cause shown. Overall program under-spending is not considered a variance.
 4. Funds allocated to each program must be used as allocated in accordance with the approved program budget and may not be transferred between programs without the written agreement of COUNTY at COUNTY's discretion for good cause shown.
 5. If there is a change in program funding under this Agreement, PROVIDER shall submit a revised budget and personnel schedule, unless waived in writing by COUNTY.
 6. In performing services required under this Agreement, PROVIDER shall not exceed either the approved program budget or the staffing level indicated in the approved personnel schedule.
- H. **Client Accounts.**
1. Under no circumstances is PROVIDER permitted to commingle funds belonging to clients with PROVIDER's funds. When PROVIDER handles client funds, these funds shall be kept in separate accounts ("Client Accounts") such that all monies

can be accounted for at all times, and a monthly accounting shall be made available to each client or his or her legal representative.

2. Client Accounts established pursuant to this section shall be subject to audit at any time during normal business hours and without prior notice.
3. If COUNTY discovers a deficiency in any Client Account or if a formal complaint is filed pertaining to such an account, COUNTY or its representative may withhold from PROVIDER funds equivalent to the sum in dispute until settlement is reached.

I. **Collection of Client Fees.**

1. COUNTY shall determine which programs operated by PROVIDER are required under Wis. Stats. 46.03(18) to participate in the Wisconsin Administrative Code (DHS 1) Uniform Fee System of charging clients for services provided and inform PROVIDER. PROVIDER shall assume responsibility for the billing and collection of fees, unless specified otherwise in this Agreement.
2. PROVIDER shall not delegate collection of fees to private collection firms without written permission from COUNTY.

J. **Deadline for Requesting Cost Variances and Transfers of Funds between Programs.**

Requests for approval of cost variances and transfers of funds between programs must be made in writing with a letter of explanation requesting funds transfer no later than November 15 of the Agreement year. Fund transfer request letters shall be electronically submitted with detailed justification to COUNTY assigned accountant, see Schedule C. COUNTY will not consider written requests for further revisions unless they are the result of auditing adjustments detailed in a letter from PROVIDER's auditor and submitted prior to or with the annual audit report.

K. **Deposits in FDIC or NCUA-Insured Account.** Any payments of monies to PROVIDER by COUNTY for services provided under this Agreement shall be deposited in a financial institution with Federal Deposit Insurance Corporation (FDIC) or National Credit Union Administration (NCUA) insurance coverage. For any balance exceeding FDIC or NCUA coverage PROVIDER must obtain additional insurance.

L. **Donations.** PROVIDER shall account for donations in accordance with the *Wisconsin Department of Health Services and/or Wisconsin Department of Children and Families Allowable Cost Policy Manual(s)* and other applicable laws.

M. **Expense Reports.** PROVIDER shall submit expense reports on the form provided by COUNTY. The report shall be submitted on a quarterly basis and is due no later than the 25th of the month following the end of the quarter. COUNTY may require reports more frequently upon thirty (30) day notice. Programs paid under the unit of service reimbursement method of payment shall be exempt from submitting the expense reports described in this paragraph.

N. **Financial and Compliance Audit by PROVIDER.**

1. PROVIDER, if it receives departmental funding over \$100,000, shall submit a copy of its agency-wide annual audit to COUNTY within one hundred eighty (180) days of the end of its fiscal year. In determining the amount of annual funding provided by the COUNTY, the PROVIDER shall consider funds provided through all direct contracts with the COUNTY.
2. Audit waiver requests are subject to approval on a case-by-case basis according to Dane County Human Services and State of Wisconsin review. Requests may be made only due to extenuating circumstances. PROVIDER shall electronically submit audit waiver requests, through submission of Audit Waiver Request form, to COUNTY assigned accountant, see Schedule C, in advance of the Agreement effective date.
3. Audit Requirements: The audit shall be performed on behalf of PROVIDER by an independent certified public accountant and shall be conducted in accordance with generally accepted auditing standards, Wisconsin Statute Section 46.036, Government Auditing Standards as issued by the U.S. Government Accountability

Office and the applicable state and federal regulations and guidelines, including but not limited to:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapters 1 and 2;
 - b. The State Single Audit Guidelines;
 - c. State of Wisconsin's Department of Health Services Audit Guide;
 - d. State of Wisconsin's Department of Children and Families Provider Agency Audit Guide.
4. When an audit is required, the audit shall include the following items:
- a. Financial Statements of the overall agency, including the independent auditor's opinion on the statement.
 - b. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
 - c. Report on Compliance and a Report on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
 - d. Report on Compliance with Requirements Applicable to the Federal and State Program and a Report on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
 - e. A Supplementary Cost Reimbursement Award Schedule identifying expenses and revenues by funding source and program, including the independent auditor's opinion on the supplementary schedule. This schedule shall be presented in a worksheet format with programs and funding sources as columns, revenues and expenses as line items, with expenditures reflected by category as defined by COUNTY as allocated between "administrative" and "program" categories, and an excess or deficit computed at the foot of each column. Expenditure categories shall include: Personnel, Operating, Space, Special Costs, and Other Expenses.
 - f. For each program funded by COUNTY, a supplementary schedule in the form of a final expense report as prescribed by COUNTY, including the independent auditor's opinion on the supplementary schedule.
 - g. Allowable Profit Schedule if PROVIDER is a for-profit entity and a Reserve Schedule if the PROVIDER is a non-profit entity, if applicable.
5. Where the Agreement period and PROVIDER's fiscal year do not coincide, the audit shall include a bridging schedule by program identifying expenses to the Agreement period. "By program" means that the bridging schedule must show each program individually.
6. PROVIDER must secure its auditor by the month following PROVIDER'S fiscal year. PROVIDER must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The PROVIDER shall permit appropriate representatives of the COUNTY to have access to the PROVIDER's records and financial statements as necessary to review the PROVIDER's compliance with Federal and State requirements for the use of the funding. COUNTY may contact PROVIDER's auditor regarding the preparation of audit and supporting materials at any time. Having an independent audit does not limit the authority of the COUNTY to conduct or arrange for other audits or review of Federal or State programs. The COUNTY shall use information from the audit to conduct its own reviews without duplication of the independent auditor's work.
7. Auditor shall provide electronic submission of audit report directly to COUNTY assigned accountant.
8. The auditor shall make audit work papers available upon request to the PROVIDER, the COUNTY or its designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

9. COUNTY shall comment on the audit in writing to PROVIDER within one hundred eighty (180) days of when the audit is due or received whichever is later. COUNTY shall identify in writing to PROVIDER those findings or recommendations in the audit which shall require a written response and plan of corrective action by PROVIDER.
 10. PROVIDER understands and acknowledges that all auditing requirements survive the Expiration Date of this Agreement. If this contract terminates or is assigned with COUNTY's permission to another entity before the expiration date, these audit provisions shall be due within 120 days of the termination or assignment.
- O. **Financial Interest Prohibited.** Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.
- P. **Final Settlement Where County Pays PROVIDER's Costs.**
1. If this Agreement employs Method of Payment under sub term B., paragraphs 1., 3. or 4. above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:
 - a. As required by the terms of this Agreement, PROVIDER shall submit an audit, which shall include a supplementary schedule identifying expenses and revenues by funding source and by program. Where there are other revenues in COUNTY program columns of the audit, except for interest and dividends, the revenues shall be deducted from the expenses in those columns to give the net expense to COUNTY.
 - b. In the event the audit requirement is waived by COUNTY or if PROVIDER receives combined COUNTY funding of less than \$100,000, PROVIDER shall provide COUNTY an unaudited supplementary schedule by program showing net county-funded expenditures by category (i.e., Personnel, Operating, Space, Special Costs, and Other Expense) compared to the most recently approved program budget for this Agreement, which shall be submitted to COUNTY no later than January 25 of the year following the Agreement year. Said schedule shall include an actual vs. budget analysis of expenditures as allocated between "administrative" and "program". The percentage actual expenses vary from the budget shall be calculated and displayed for each account category. This schedule shall be submitted on the form provided by COUNTY and COUNTY shall pay the lesser of unaudited expenses or the annual Agreement amount on a per program basis.
 - c. On a per program basis, any account category or administrative cost variance not approved by COUNTY will be considered an overpayment and PROVIDER shall reimburse any such amount to COUNTY within ten (10) working days of notification. Overall program under spending is not considered a variance issue.
 - d. If PROVIDER is a nonprofit organization, it may not keep excess revenue over the approved program budget described in Section C, term XXVI, sub term G.2.
 - e. If PROVIDER is a profit organization, Final Settlement on a per program basis, excluding Systems Management programs, shall be the lesser of audited expenses plus five percent (5%) of audited expenses less other related program revenue versus the *Maximum Cost* as stated on page one of this Agreement.
 - f. PROVIDER must claim any alleged underpayment by COUNTY by the time of final settlement or such claims are waived.

2. If this Agreement employs Method of Payment under sub term B., paragraph 2. Unit of Service Reimbursement above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:
 - a. In the event the audit requirement is waived by COUNTY, or if PROVIDER receives combined COUNTY funding of less than \$100,000, PROVIDER shall provide COUNTY an unaudited supplementary schedule identifying reserves (non-profit organization) or allowable profit computation (profit organization) by funding source and by program.
 - b. If PROVIDER is a profit organization, final settlement on a per program basis, shall be the lesser of audited expenses plus five percent (5%) of audited expenses less other related program revenue versus the Maximum Cost as stated on page one of this Agreement
 - c. If PROVIDER is a non-profit organization, final settlement on a per program basis, shall be in accordance with Wis. Stat. 46.036(5m).
- Q. **Notice of Financial Instability.** PROVIDER shall give COUNTY immediate notice of any of the following events:
1. That PROVIDER is unable to meet its financial obligations to its employees, to the state or federal governments, or to any creditor.
 2. That PROVIDER has written a check drawn on insufficient funds.
 3. That PROVIDER has received notice that it has been sued or that a lawsuit against PROVIDER is pending.
 4. That PROVIDER has filed a bankruptcy action.
 5. That PROVIDER has sustained or will sustain a loss for which it has insufficient financial resources.
 6. That PROVIDER has ceased doing business or sold the business contracted for in this Agreement to another entity.
 7. Any other event that impedes PROVIDER's ability to perform under this Agreement.
- R. **Organizations with Religious Affiliations.** No portion of funds under this Agreement may be used to support or advance religious activities.
- S. **Overpayment.** Any overpayment due COUNTY shall be paid within ten (10) working days of notification. PROVIDER understands that time is of the essence with respect to repayments and agrees that if PROVIDER fails to timely submit repayment, COUNTY may withhold payment due from either a previous year Agreement or the current year Agreement.
- T. **Purchased Equipment.**
1. Any asset with an acquisition cost in excess of \$5,000 must be capitalized. PROVIDER shall make requests for any exceptions to this policy in writing to the Fiscal and Management Services Administrator for COUNTY. These requests shall be made prior to the purchase of any such asset.
 2. If COUNTY approves an exception under sub. (1), above, and any assets are expensed to COUNTY, said assets shall become the property of COUNTY upon termination or non-renewal of this or any extension or future Agreement.
 3. Any item capitalized on PROVIDER's books and depreciated to COUNTY shall remain the property of PROVIDER.
 4. PROVIDER agrees to maintain records that clearly identify all items expensed or depreciated to COUNTY and shall provide those records to COUNTY upon request. Where the records are unclear, it shall be assumed that COUNTY is the owner of the property upon termination or non-renewal of the Agreement.
- U. **Purchase of Computer Equipment.**
1. Any of PROVIDER's hardware intended to link with the COUNTY network, shall meet Dane County Department of Administration, Management Information Services standards in effect at the time the linkage is desired.

2. PROVIDER shall be responsible for the costs associated with connectivity hardware and software, including, but not limited to, installation of data lines and associated monthly costs, port patch panels (hubs), patch cables, network interface cards and network software.
3. PROVIDER shall be responsible for all maintenance of its computer equipment. Dane County Department of Administration, Management Information Services shall be responsible for maintenance of the network.
4. COUNTY shall be responsible for completing and submitting current and accurate Security Access forms for all staff who will be logging on to a Dane County network. COUNTY has the discretion to refuse access to the network for any reason.

SECTION D

(Reporting and Evaluation Requirements)

XXVII. REPORTS AND EVALUATION.

- A. **Audits and Contract Reviews.** PROVIDER agrees to submit to such random audits by COUNTY as COUNTY may request. Unless a violation of State, Federal or local law is alleged, COUNTY will give no less than ten (10) working days notice before a review or monitoring procedure. COUNTY's review and monitoring responsibilities under the terms of this Agreement may include, but are not limited to: Agreement compliance, certification status, financial expenditures, reporting requirements, units of service provided, Affirmative Action Plan, Civil Rights Compliance Plan, American Disability Act Compliance, on-site visits by COUNTY staff and/or county board members, or both, interviews with program consumers, families and guardians, interviews with direct service and management personnel. The State and/or Federal government may also conduct program reviews in connection with their financial oversight functions. PROVIDER agrees to cooperate with COUNTY, State and Federal governments in these reviews.
- B. **Client Reporting.** PROVIDER shall submit monthly client registration and/or client service participation reports in a format provided by COUNTY. Reports for January through November are due on the tenth of the following month. The December report is due no later than January 5.
- C. **Copies to be Supplied.** Copies of any evaluative information obtained by PROVIDER during the year, such as, outside evaluation or accreditation will be submitted to COUNTY at the time received.
- D. **Data Gathering.** PROVIDER will cooperate with COUNTY and other providers to define common data elements to be reported to COUNTY to assist in developing baseline data about program delivery, efficiency, and effectiveness.
- E. **Evaluation Compliance.** PROVIDER will comply with all COUNTY requirements regarding program evaluation COUNTY deems required under Wis. Stats. 46.23(6m)(g).
- F. **Quarterly Report.** PROVIDER will report, in a format as required by COUNTY, to COUNTY's designee on a quarterly basis, beginning on May 1. The final report shall be provided on April 1 of the following year. Reports shall include:
 1. Information on client waiting lists.
 2. Quantity of services by Agreement/client category.
 3. Progress or problems in achieving Agreement goals and performance outcomes.
 4. Progress or problems associated with overall PROVIDER operations.
 5. Other information as may reasonably be required by COUNTY.
 6. The fourth quarter report will also include a description of:
 - a. Agency and program objectives for that year;
 - b. Achievement of or progress toward those objectives;
 - c. Problems encountered in meeting the objectives.
 7. Reports on services provided in specific geographical areas as identified to PROVIDER by COUNTY.

- G. **Timeliness.** PROVIDER understands that time is of the essence with respect to all reports and agrees to make all reports in a timely manner as provided below, and agrees that if PROVIDER fails to timely submit any report due under the terms of this Agreement, COUNTY may withhold payment until such report is provided, including payment due from either a previous year or the current year.
- H. **Reporting Requirements.** PROVIDER understands and acknowledges that all reporting requirements survive the *Expiration Date* of this Agreement.

SECTION E

(Contract Construction and Legal Process)

XXVIII. CONTRACT CONSTRUCTION AND LEGAL PROCESS.

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- B. **Copies Valid.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.
- C. **Construction.** This Agreement shall not be construed against the drafter.
- D. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- E. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- F. **Execution.** This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so. The parties further agree that execution of this document may be made by electronic signatures. Any party not agreeing to execute this document by electronic signature will instead print out this Agreement, execute it by hand-inked signature and notate near the signature line that the organization either refuses to recognize electronic signatures of COUNTY or refuses to be bound by electronic signatures purporting to represent agreement of PROVIDER or both. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- G. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where PROVIDER intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, PROVIDER shall first obtain the written permission of COUNTY; and further,

PROVIDER shall ensure that it requires of its subcontractor the same obligations incurred by PROVIDER under this Agreement.

- H. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- I. **Venue.** Venue for any legal proceedings shall be in the Dane County Circuit Court.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 12/29/22 Signature: 
Print Name and Title of Authorized Agent: Ruben L. Anthony Jr., President and CEO

Date Signed: _____ Signature: _____
Print Name and Title of Authorized Agent: _____

Ruben L. Anthony Jr., President and CEO

PROVIDER'S Registered Agent: _____

Agent's Address: 2222 S. Park St., Madison WI 53713

FOR COUNTY:

Date Signed: _____

ASTRA IHEUKUMERE, Interim Director of Human Services
(when applicable)

Date Signed: _____

JOE PARISI, County Executive
(when applicable)

Date Signed: _____

SCOTT MCDONELL, County Clerk
(when applicable)

rev. 9/20/2022

Program Summary Form

| | | | |
|--------------------|---------------------------------------------|-------------------------------------------------|-----------------------------------------------------|
| Created: 18-Oct-22 | Contract #: 87009 | Provider: Urban League of Greater Madison, Inc. | Funding Period: January 1, 2023 - December 31, 2023 |
| Revised: | Division: Prevention and Early Intervention | | |

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

| Program Number | Program Group | Org. # | Obj. # | Program Name | SPC | # of Clients | # of Slots | Unit Cost | Unit Quantity | County Cost | Other Revenue* | Total Cost | Reporting |
|----------------|---------------|--------|--------|----------------------|-----|--------------|------------|-----------|---------------|-------------|----------------|------------|-----------|
| a. | 4590 | 71000 | 35108 | 21st Century Careers | 408 | 160 | 40 | 41.66 | 2,678 | \$ 111,553 | \$ - | \$ 111,553 | 711 |
| b. | | | | | | | | | | | \$ - | \$ - | |
| c. | | | | | | | | | | | \$ - | \$ - | |
| d. | | | | | | | | | | | \$ - | \$ - | |
| e. | | | | | | | | | | | \$ - | \$ - | |
| f. | | | | | | | | | | \$ - | \$ - | \$ - | |
| g. | | | | | | | | | | \$ - | \$ - | \$ - | |
| h. | | | | | | | | | | \$ - | \$ - | \$ - | |
| i. | | | | | | | | | | \$ - | \$ - | \$ - | |
| j. | | | | | | | | | | \$ - | \$ - | \$ - | |
| Total | | | | | | | | | | \$ 111,553 | \$ - | \$ 111,553 | |

*Other Revenue-Include here the source and related amount for each program:

| | | | | | |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----|--|----|
| a. | Unit equals one staff hour of service provided during the school day and during after-school and summer programming at four service sites. Unit cost equals program cost divided by unit quantity. A Unit of Service is defined as one hour of direct service with or on behalf of one or a group of youth by a ULGM staff or AmeriCorps member | | | | |
| b. | | | | | |
| c. | | | | | |
| d. | | | | | |
| e. | | | | | |
| f. | | | | | |
| g. | | | | | |
| h. | | | | | |
| i. | | | | | |
| j. | | | | | |
| Standard Program Category (SPC) Code Description: | | | | | |
| | a. | 408-Community Prevention, Org | c. | | g. |
| | b. | | d. | | h. |
| | | | e. | | i. |
| | | | f. | | j. |
| | | | | | k. |
| Contract Manager(s)/Programs: Megan Meinen, 608-242-6416 | | | | | |
| Accountant(s)/Programs: Dena Sedlmayr | | | | | |

**URBAN LEAGUE OF GREATER MADISON
21st CENTURY CAREERS PROGRAM - Program # 4590
SCHEDULE A – 2023**

1. Service Description

408 Community Prevention: The provision of services to the general public or targeted segments of the public for the primary purpose of preventing disabilities, social and community problems, and promoting mental or physical health, and improved social and community functioning. Services provided to groups at risk or the community at-large include but are not limited to education and training, activities designed to make changes in community conditions to help prevent social or community problems as well as the development of positive youth programs and/or self-help groups. Includes providing information about mental health, prevention resources, and on good health and living practices. Includes the development and use of curricula, virtual and audiovisual educational and training materials that focus on prevention and the coordination of all aspects of programming with other community agencies.

21st Century Careers is a program of the Urban League’s College Readiness & Career Development Department. Careers offers students an opportunity to explore work and career opportunities, practice concrete employment skills and enhance their academic standing to realize their goals and make the link between core academics and their future aspirations.

With the future of the COVID-19 pandemic unclear, services provided under this contract shall follow any PHMDC guidelines that may be put in place including safe distance, masking, and exposure response guidelines. PROVIDER shall provide specific programming updates in quarterly program reports.

2. Goals / Objectives

Through Careers students will (1) Explore their interests, skills, and abilities; (2) Learn about occupations that match their interests, skills and abilities; (3) Support academic performance and school attendance, (4) Develop employment skills, and; (5) REACH participants will have a first employment experience.

3. Performance Indicators

| | | | | | | |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------|-----|-------------------|-----|
| OUTCOME OBJECTIVE # 1 | Careers students receive academic support from SOH tutors. | | | | | |
| Performance standard | Total # Served | 65 | Percent Successful | N/A | Number Successful | N/A |
| Performance indicators and measurement tools | Indicators: Number of students served Measurement Tools: MIS attendance data. | | | | | |
| OUTCOME OBJECTIVE # 2 | Participants increase their knowledge of career opportunities. | | | | | |
| Performance standard | Total # Served | 160 | Percent Successful | 75% | Number Successful | 120 |
| Performance indicators and measurement tools | Indicator: Participants demonstrate an increased knowledge of career opportunities and post-secondary pathways. Measurement Tools: Teacher evaluations, end of unit surveys, and pre and post improvement on a career knowledge assessment. | | | | | |

| | | | | | | |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------|-----|-------------------|----|
| OUTCOME OBJECTIVE #3 | Participants increase their employment skills | | | | | |
| Performance standard | Total # Served | 30 | Percent Successful | 90% | Number Successful | 27 |
| Performance indicators and measurement tools | <p>Indicators:</p> <ul style="list-style-type: none"> • 8th grade program participants demonstrate improved job search and job retention skills. • 90% of participants who are placed in a six-week paid career awareness internship will successfully complete their internship. <p>Measurement Tools: Pre and post assessments related to the MMSD Experiential Learning and WI DPI Youth Employability Certificate.</p> | | | | | |

4. Persons Served

- a. **Target Population:** Careers will serve African American students, other students of color and economically disadvantaged middle and high school youth. The program will serve students who attend Patrick Marsh, Prairie View and Cardinal Heights middle schools in Sun Prairie. In Madison, the program will serve middle youth at Wright middle school.
- b. **Eligibility Guidelines:** Careers will serve students who are students of color, low income and/or first generation college students, underperforming academically, students with school attendance problems and other at-risk students.
- c. **Referral/Application Process:** During the pandemic environment, the referral and application process shall be driven by existing staff-student relationships then expanding out to new students. Teachers may also make referrals directly to the Careers staff at the appropriate school site. Parents may also refer their child(ren) to the program. Students selection for the program is based on expressed interest with first priority given to students matching the profile described above. There is a separate, competitive application process for students interested in the summer internship program. This process includes review of attendance rate, performance in school year program, teacher recommendations, academic performance, behavior, work permit eligibility, and availability.
- d. **Capacity/Waitlist:** The Careers program will serve 160 youth a year. At least 30 youth will participate in the REACH summer employment internship program.

5. Service Methods & Description

The **Careers** program provides the following services:

- **Academic Support and Enrichment:** Participants work one-on-one and in small groups with tutors emphasizing mathematics, language arts, critical thinking and study skills. Students that participate in the Project REACH summer internships program will receive support during their transition from middle to high school. This service is delivered by pairing School of Hope tutors with Reach students at Wright, Patrick Marsh and Prairie View.
- **Career Exploration** activities emphasize the direct link between academic achievement and the realization of career goals. Services include exploration of the six career clusters identified by the Wisconsin Department of Public Instruction (DPI), researching career types and education requirements, learning about labor market trends and non-traditional careers, planning and goal setting, college and business tours. Students learn the verbal, math, science and technical skills needed for various occupations and explore their strengths, weaknesses, abilities and interests that match various career fields. Each participant creates an educational road map for high school and beyond and learns about post-secondary admissions requirements and processes. Curriculum aligns with school standards.

- **Employability Skills Training** provides participants the opportunity to learn and practice basic skills necessary to obtain and retain a job. Participants shall learn how to complete job applications; develop a resume, interview for a job and manage their time.
- **REACH Career Awareness Internships:** Internships are open to 8th grade students that successfully complete the school year program. The summer work experience is six weeks. Students spend 12 hours per week on the job, attend 3.5 hours of continuing employment skill training and financial education, and receive up to 2 hours of academic support. Local businesses sponsor summer youth interns. This opportunity allows youth to meet positive role models, experience an actual workplace environment while developing self-confidence, good work habits and skills.

REACH participants receive Financial Literacy Education including consumer education, setting financial goals, and basic investing. Activities include a “real life” budgeting simulation, an internet-based investing game, and tax education. During the summer, students make a savings plan for their internship earnings. Internship hours may change if programming is delivered in a virtual environment in the summer of 2021.

Service Hours/Days: Coordinators will be at their assigned school per the schedule below.

- Careers will be offered at Patrick Marsh, Prairie View and Cardinal Heights Middle Schools in Sun Prairie and at Wright middle school in Madison.
- Programming will be offered year round, organized into 3 major units: Career Exploration, College Exploration, & Financial Literacy. Additional personal development/social emotional development lessons will be used between major units. Programming will be offered at least 3 days per week at each site except CHUMS, which will only be available one day per week.
- Each student will participate in career exploration and job readiness activities at least one day each week
- Academic support through Schools of Hope will be offered daily to students as needed at the schools currently served by Schools of Hope (Patrick Marsh, Prairie View, and Wright middle schools only).

Service Locations: Services are provided at Patrick Marsh, Prairie View and Cardinal Heights middle schools in Sun Prairie and Wright middle school in Madison. Educational, career field trips take place at various community locations. Summer internships take place at area business and non-profit organizations. Summer education classes take place at the Urban League of Greater Madison, Madison Area Technical College Downtown Campus and other locations as appropriate and necessary.

Length of Service: Program runs continuously between October and May. Students will participate in at least one of three major units, though there is an emphasis on maintaining continuing participation throughout the entire school year. Students selected for the REACH Career Awareness Internship Program participate in a six-week work and learn experience during the summer.

6. **Transportation** - School year utilizes existing afterschool bus system. Summer- youth city bus pass in Madison, Sun Prairie- internships sites within 1.5 miles of their home, provide money for taxis
7. **Service termination** - Criteria for termination from the program are as follows: (1) Successful completion of the program; (2) Failure to adhere to program rules after a reasonable period of probation; (3) Expulsion from school or failure to attend classes; (4) Continued unexcused absences from school or the program; (5) Acts of violence demonstrated at school or at the program that place others at risk of harm.

8. Clients to be reported – PROVIDER shall report service activity as outlined in Schedule C. Client Services Reports include 711 reports to be sent to meinen.megan@countyofdane.com and Bachmann@countyofdane.com by the dates outlined in the Schedule C. Quarterly reports shall be sent to meinen.megan@countyofdane.com

9. Other features and requirements

Careers will collaborate with community wide youth employment skill development programs to encourage student's continue on a positive early employment track. ULGM shall continue to participate in the Youth Employment Network.

SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following reports have specific due dates as provided below:

| REPORT | WHERE SUBMITTED | DUE DATE |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Affirmative Action Plan (Unless PROVIDER is exempt) | Contract Compliance Specialist Office of Equity & Inclusion 210 Martin Luther King, Jr. Blvd. Rm. 356 Madison, WI 53703 oby.joe@countyofdane.com | January 15, 2023 (15 days after Agreement effective date.) |
| Civil Rights Compliance Plan (Unless PROVIDER is exempt) | Contract Compliance Specialist Office of Equity & Inclusion 210 Martin Luther King, Jr. Blvd. Rm. 356 Madison, WI 53703 oby.joe@countyofdane.com | On or before the effective date of the Agreement |
| NLRB or WERC complaints or findings that PROVIDER has violated labor standards. | Contract Compliance Specialist Office of Equity & Inclusion 210 Martin Luther King, Jr. Blvd. Rm. 356 Madison, WI 53703 oby.joe@countyofdane.com | Within 10 days of complaint or findings |
| Certificate of Insurance listing Dane County as additional insured. | Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704 dcdhscontracts@countyofdane.com | At the time the Agreement is signed |
| Program Budget and Supporting Personnel Schedule (Unless PROVIDER is exempt) | Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704 | February 26, 2023 (56 days after Agreement effective date) Final Revisions due November 15, 2023 |
| Quarterly Expense Reports (Unless PROVIDER is exempt) | Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704 | April 25, July 25, and October 25, 2023; and January 25, 2024 |
| Annual Audit (Unless PROVIDER is exempt) | Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704 dcdhsaudits@countyofdane.com | June 30, 2024, or 180 days after the end of PROVIDER's fiscal year |
| Audit Waiver Request | Dane County Department of Human Services Accounting dcdhsaudits@countyofdane.com | Prior to Agreement effective date |
| Notice of Financial Instability | Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704 | Upon triggering event occurring that requires notice |
| Client Registration/Client Services Reports. | Client Registration is faxed to 608-242-6288. Client Services Reports are submitted electronically to your assigned keyer. | February 10, March 10, April 10, May 10, June 10, July 10, August 10, September 10, October 10, November 10, December 10, 2023; and January 5, 2024 |
| Quarterly Client Services Reports | County Designee | May 1, 2023, August 1, 2023, November 1, 2023 and final quarter due April 1, 2024 |

PARTNERS FOR AFTER SCHOOL SUCCESS AMERICORPS

AMERICORPS

MEMORANDUM OF UNDERSTANDING

Between

The Dane County Department of Human Services (County) as fiscal agent for the
2022-2023 Partners for After School Success (PASS) AmeriCorps grant and

Urban League of Greater Madison, Inc.

2222 S. Park Street, Suite 200, Madison, WI 53713

This document defines the responsibilities of the County and Host Site with respect to the Partners for After School Success program from September 1, 2022 to August 31, 2023. The obligations of the parties hereto are subject to the Grant Terms and Conditions, Dane County Human Service's contract with the Wisconsin National and Community Service Board (WNCSB), and AmeriCorps Rule and Provisions.

The terms used in this document have the meanings as provided in the following documents: AmeriCorps State and National Grant Provisions and the Wisconsin National and Community Service Board contract with Dane County Human Services. The term "AmeriCorps Rules" refers to all rules as periodically amended and issued by AmeriCorps in their regulations, provisions, guidance, policies, Frequently Asked Questions (FAQs), or any other body of rules that AmeriCorps requires its programs follow. It also includes any current and future WNCSB policies.

1. COUNTY RESPONSIBILITIES

The County will:

- A. Comply with the provisions of the grant contract between WNCSB and Dane County.
- B. Comply with the AmeriCorps rules and provisions as from time to time amended.
- C. Retain full responsibility for the management and fiscal control of the project described in the grant application and WNCSB contract.
- D. Enforce member requirements outlined in the PASS Member Agreement (Attachment A.)
- E. Employ the PASS Program Director and PASS Coordinator to oversee the project and ensure grant requirements are met in a timely and accurate manner.
- F. Provide management, accounting, payroll, risk management, legal and other administrative support as needed to meet grant oversight requirements.
- G. Meet all financial and program reporting deadlines as required by AMERICORPS and WNCSB.
- H. Maintain financial, program and Member records in compliance with AMERICORPS and WNCSB rules.

- I. Display the AmeriCorps logo on websites, letterhead, recruitment brochures, on-line postings, member materials, signs and banners in accordance with AMERICORPS requirements.
- J. Assist Host Sites in recruiting AmeriCorps Members and developing position descriptions for Host Sites. Screen applicants to ensure they meet AmeriCorps eligibility requirements.
- K. Ensure background checks are completed for all incoming members according to AMERICORPS rules.
- L. Orient new Members and Host Sites to AmeriCorps and PASS as provided in the project narrative section of the grant application.
- M. Provide technical support and guidance on AmeriCorps rules to Members and Host Sites.
- N. Provide Host Sites with technical support and consultation on disciplinary, grievance or other member related performance issues.
- O. Facilitate AmeriCorps Member professional development training activities to ensure successful delivery of PASS academic coaching, extended learning and volunteer engagement activities outlined in the grant narrative. Member orientation training will include information on AmeriCorps, national service and AmeriCorps rules including prohibited activities.
- P. Provide AmeriCorps Members with a living allowance through regular bi-weekly payments and make appropriate withholdings from the payments.
- Q. Make health and dental insurance available to full-time AmeriCorps Members.
- R. Consult with the PASS Host Sites before making decisions about management, personnel or budget of the PASS program (see section 4, Decision Making.)
- S. Provide the opportunity for the PASS Host Site directors, as a group, to meet with the director of Dane County Human Services on a semi-annual basis.
- T. Provide the PASS Host Sites notice of, and an opportunity to send representation to, county meetings in which significant structural changes to the PASS project, its management, budget or personnel will be discussed.
- P. The County will use AmeriCorps grant, Host Site cash match funds, and budgeted General Purpose Revenues to support the PASS program. GPR will not exceed the amount allocated in the budget to support PASS.

U. PASS HOST SITE RESPONSIBILITIES

The Host Site will:

- a. Comply with AMERICORPS Provisions of the grant between WNCSB and Dane County.
- b. Comply with current and future AmeriCorps Rules.
- c. Enforce the member requirements outlined in the PASS Member Agreement.
- d. Provide to the County a cash match per Member in the amount of \$3140 for each full-time (1700-hour), \$1565 for each half-time (900-hour) and \$675 for each minimum time (300-hour) Member hosted by the Host Site to meet grant fiscal requirements. Cash match must come from a non-federal source. Cash match is subject to change if the project operates at a surplus or deficit or in the event of a change in AmeriCorps Rules. *Cash match remains owed and payable to the County in the event that the AmeriCorps Member is not retained by the Host Site. The match amount may change per cost sharing rules (Attachment B).*
- e. Provide the County an in-kind match of supervisor time based on position total (salary + benefits). Supervisors responsible for Member oversight will log supervisory hours bi-weekly in the On Corps

hour reporting system. Host sites will comply with OMB Circulars and Guidance rules, subsection 215.23 Cost Sharing or Matching.

- f. Reimburse the County for all costs paid, but disallowed by the OIG audit, WNCSB or AMERICORPS.
- g. Pay for one Member meal and a share of the June member picnic celebration at approximately \$250.00.
- h. Participate in Member recruitment with the goal of filling Sumer slots by May 20, 2023 and full year slots by August 20, 2023 to allow time for citizenship and background checks to be completed. Participate in reduced slot recruitment as needed.
- i. Provide AmeriCorps Members with 1700/900/300 hours of service opportunities and responsibilities that target middle and high school-age youth, and are consistent with PASS outcome areas. Provide Member(s) a comprehensive orientation to the host site and complete a Member Work Plan within 30 days of the term start date including the member's goals, host site responsibilities related to PASS activities and outcomes, and the Member's weekly schedule.
- j. Provide the necessary training in youth work, materials, supplies and workspace for Members to successfully perform their assigned duties within their host site.
- k. Participate in the delivery of the PASS service model and collection of Performance Measure data as outlined in the grant narrative and logic model. Ensure that all PASS attendance, academic coaching and outcome data remains in a secure location at the host site.
- l. Provide day-to-day supervision of AmeriCorps Member activities.
- m. Notify the PASS director in advance of supervisor changes including transition plans and coverage of supervisor functions by other staff in the agency. Supervisor functions may not be assigned to Members.
- n. Monitor Member hours on a bi-weekly basis ensuring Members meet their hour obligation.
- o. Maintain safe work sites. Train members in reporting policies related to child abuse, weapons and student self-harm.
- p. Have written plans available during an emergency such as a tornado, blizzard, electrical blackout or other natural or man-made disaster detailing the steps to be taken before and during an emergency and the roles of Members during an emergency.
- q. Provide transportation or mileage reimbursement for AmeriCorps Members as necessary to meet the requirements of their Host Site assignments.
- r. Conduct at least two written performance reviews per service term for each AmeriCorps Member and submit to the PASS Coordinator by the designated due date.
- s. Release AmeriCorps Members from their Host Site responsibilities during WNCSB and PASS events. This includes but is not limited to opening and closing ceremonies and PASS professional development and training opportunities.
- t. Allow AmeriCorps Members to participate in regional emergency disaster relief efforts (3 day deployments.)
- u. Consult with the PASS Coordinator regarding **any** changes in a member's status including performance issues, exits, offers of employment, arrests, hospitalizations, family leave or absence without notice.
- v. Collect data and complete reports required by the grant as requested by Dane County including audits and audit related information. This provision survives the expiration date of this MOU.
- w. Maintain such records and accounts, and make such reports and investigations, concerning matters involving AmeriCorps Members and the project as described in the Grant Application, AmeriCorps Rules, and WNCSB Contract or as AMERICORPS or Serve Wisconsin may require. The Host Site

agrees to retain such records as AMERICORPS and the County may require for a period of seven years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to AMERICORPS for the purpose of litigation, audit, or examination. The Host Site will inform AMERICORPS and the County at least 90 days prior to the conversion or destruction of any such records. The Host Site shall maintain the minimum acceptable financial records for the project as is specified in the WNCSB Agreement with Dane County.

- x. Comply with and allow the AmeriCorps Member to employ the grievance procedure required in the AmeriCorps National Service Provisions and conduct the grievance hearings. The grievance procedure is outlined in this document. If the AmeriCorps Member elects arbitration pursuant to 42 U.S.C. §12636(f) (4), Host Site will assume all costs.
- y. Comply with and allow the AmeriCorps Member to employ the Member Harassment & Discrimination Procedure as required in the AmeriCorps Rules. The harassment and discrimination procedure is outlined in this document.
- z. Make complete written reports regarding each accident or incident involving a Member resulting in injury to any person, damage to any property or a report to law enforcement, and send a copy of all such reports to the PASS Director as soon as reasonably possible after discovery of the event.
- aa. Notify the PASS Director immediately in the event of a Member injury on service time (on or off site) and complete required DCDHS Workman's Compensation paperwork within 24 hours of receipt. Cooperate with the County in responding to worker's compensation claims of Members.
- bb. Retain Member(s) for the entire program year. In the event a Member leaves before completing their term of service, the Host Site cannot recruit another person to fill the vacant slot if the exited Member completed more than **30%** of his/her hours and/or received any portion of a prorated education award.
- cc. In the event that a Host Site is unable to retain a Member for their entire term because of Host Site failure to meet the conditions laid out in this section, the Host Site will be required to demonstrate the re-establishment of said conditions before hosting another Member and/or signing the following year's MOU. This shall happen via a written or verbal explanation to the PASS Program Director from the Site Director, detailing how they have addressed the conditions at the Host Site that resulted in the Member not completing their term of service at that site. Failure to meet the conditions laid out in this section includes things such as, staff changes that impact Member supervision, cancellation of programming, or inability to otherwise provide a work environment suitable to hosting a Member (See all relevant items in Section U: PASS HOST SITE RESPOSIBILITIES).
- dd. Cooperate with the County in the design and implementation of PASS program evaluations.
- ee. Display the AmeriCorps logo on host site grounds and on all program letterhead, publicity materials, web sites and other materials generated by or for PASS. (Versions of the logo may be downloaded from the AmeriCorps web site at www.nationalservice.gov)
- ff. Ensure Members are wearing gear at all times they are logging hours of service. Ensure Members identify themselves as AmeriCorps Members during public-speaking opportunities and in any print materials in which they are featured.
- gg. Keep at all times in full force a comprehensive general liability, and auto liability insurance policy if the Host Site will require the AmeriCorps Member to operate a motor vehicle, issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided in the amounts of at least \$1,000,000 combined single limits. Host Site shall furnish the County with a Certificate of Insurance listing the County as an additional insured and, upon request, provide certified copies of the required insurance policies. Coverage afforded shall apply as primary. Host Site shall give the County at least thirty days advance notice of cancellation, reduction of coverage or nonrenewal of the policy. If the AmeriCorps Member

will be driving his or her own vehicle for AmeriCorps project events, the Host Site will ensure that the Member has adequate auto liability coverage and a history of safe driving as evidenced by the Member's conviction and accident history.

- hh. Create and enforce protocols and policies related to member transportation of youth using host site insured vehicles. Members should not be required to use their own vehicles for transportation of youth. If members volunteer to use their own vehicle for agency business, host sites will reimburse members for mileage.
- ii. Indemnify, hold harmless and defend the County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, including, but not limited to property damage, bodily injury and loss of life, damages, costs or expenses with the County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the Host Site providing the services required under this agreement. The obligations of the Host Site under this paragraph shall survive the expiration or termination of this agreement.
- jj. Assist the County in preparing progress and financial status reports required by the WNCSB and take such action necessary to assist the County in complying with the National and Community Service Board Agreement with Dane County.
- kk. Pay for education awards that require reimbursement to AMERICORPS or the National Trust.

V. JOINT RESPONSIBILITIES

- a. Parties to this Memorandum of Understanding will:
 - i. Make every reasonable effort to ensure that the health and safety of the AmeriCorps Member is protected during the performance of the assigned duties.
 - ii. Ensure that persons selected as AmeriCorps Members are not directly supervised by a person related by blood or marriage.
 - iii. Comply with OMB Uniform Guidance, 2CFR 200.112 Conflict of Interest
- b. The County and Host Sites shall not hire a Member to provide similar work to PASS during the Member's term of service with another host. This is allowable only if the Grantee obtains permission from AmeriCorps through the Wisconsin National and Community Service Board prior to the Member being retained.

W. DECISION MAKING

The parties agree that decisions about management, personnel or budget for the PASS program shall be made collaboratively by the parties. While final authority to make personnel decisions regarding the PASS Program Director lies with the County, should a majority of PASS Directors decide that such a decision has been taken without input by PASS Host Sites and/or in direct conflict with PASS Host Sites interests or input, Host Sites may choose to terminate this Memorandum of Understanding as described in the Termination section. The following is a non-exclusive list of personnel decisions that would fall under this provision:

- a. Changes to recruitment and hiring processes;
- b. Changes in salary and/or benefits funded by the AmeriCorps grant;
- c. Changes in personnel assigned to perform work funded by the AmeriCorps grant. This includes hiring personnel to perform this work and transferring the work among staff members.

All other significant decisions related to management or budget of the PASS program that affects the fundamental structure of the program shall require PASS Host Site approval. "Approval" by the PASS Host Sites means the affirmative vote of a majority of the PASS Host Site representatives in attendance at the regular or special meeting of the PASS Host Sites at which a vote is held. When the County wishes to make a decision requiring Host Site Approval, the PASS Program Director shall give written notice to the PASS Host Sites. The Host Sites must approve or disapprove the decision within 30 days of the County informing the Host Sites, or the decision will be deemed approved. Written notice may be given by email.

The following is a non-exclusive list of decisions that require PASS Host Site approval.

- A. Changes to PASS program performance measures and grant outcomes;
- B. Changes to policies such as grievance and progressive discipline policies;
- C. Allocation, reallocation or withdrawal of AmeriCorps slots at PASS Host Sites; (see more about this process in attachment B)
- D. Changes to the Memorandum of Understanding or any other expectations of PASS Host Sites;
- E. Changes to (and submission of) the AmeriCorps grant, including the budget;
- F. Changes to AmeriCorps member hiring protocol, professional development procedures and training

The decisions requiring PASS Host Site approval are not limited to the above list. This agreement is not intended to require PASS Host Site approval for ordinary, day-to-day decisions that arise in the normal course of business related to management, personnel, or budget.

This agreement is not intended to require PASS Host Site approval for urgent decisions that must be made immediately. If the County must make a decision more quickly than 30 days and the decision normally requires PASS Host Site approval, it may do so without such approval. After making such a decision without approval, the County shall explain its actions and the reasons for them by having a County representative responsible for or involved with the decision meet with the PASS Host Sites. If the PASS Host Sites are not satisfied with the County's explanation, they may take recourse under section 15 of the Memorandum of Understanding.

X. NON-DISCRIMINATION

No person with responsibilities in the operation of the PASS Project shall discriminate against any AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, sexual orientation, disability, or political affiliation.

Y. PROHIBITED PROGRAM ACTIVITIES

While charging time to the AmeriCorps Program, accumulating service/training hours or otherwise engaged in activities associated with the AmeriCorps program or AMERICORPS, Host Site staff and Members may not engage in the following activities:

- A. Efforts to influence legislation.
- B. Organize or participate in protests, petitions, boycotts or strikes.
- C. Assist, promote or deter union organizing.
- D. Impair existing contracts for services or collective bargaining agreements.
- E. Engage in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- F. Participate in, or endorse, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
- G. Engage in religious-oriented activity including
 - i. Providing religious instruction;

- ii. Conducting worship services;
 - iii. Providing instruction as part of a program that includes mandatory religious instruction or worship;
 - iv. Constructing or operating facilities devoted to religious instruction or worship;
 - v. Maintaining facilities primarily or inherently devoted to religious instruction or worship; or
 - vi. Engaging in any form of religious proselytization.
- H. Provide a direct benefit to:
- i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization; or
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and,
 - v. An organization engaged in the religious activities described in G. above unless AMERICORPS assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using AMERICORPS funds to conduct a voter registration drive.
- J. Providing abortion services or referrals for receipt of such services.
- K. Raising funds for living allowances or for an organizations general (as opposed to project) operating expenses or endowment
- L. Writing a grant application to AmeriCorps or any other Federal Agency
- M. Such other activities as AMERICORPS may prohibit.

Z. **NON-DUPLICATION AND NON-DISPLACEMENT:** PASS Members cannot be used in any way that violates AMERICORPS Non-duplication and Non-displacement rules as follows:

Non-duplication: AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

Non-displacement:

- A) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance, in this case a PASS Member.
- B) An organization may not displace a volunteer by using a PASS Member.
- C) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- D) PASS Members may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- E) PASS Members may not perform any services or duties, or engage in activities, that: i) supplant the hiring of employed workers; or, ii) are services, duties or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- F) PASS members may not perform services or duties that have been performed by or were assigned to:
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;

- iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
- iv. Employee who is on leave (terminal, temporary, vacation, emergency or sick); or
- v. Employee who is on strike or is being locked out.

AA. FUND RAISING

AmeriCorps members may raise resources directly in support of PASS service activities provided the activities do not involve significant amounts of the Member's time. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

- A) Seeking donations of books from companies for a program that teaches children to read;
- B) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
- C) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
- D) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
- E) Seeking donations from alumni of the program for specific service projects being performed by current members.

AmeriCorps members may not:

- A) Raise funds for living allowances, PASS grant match, or for an organization's general (as opposed to project) operating expenses or endowment;
- B) Write a grant application to AmeriCorps or to any other Federal agency.
- C) Providing fundraising assistance to other community organizations that do not provide immediate and direct support to PASS approved direct service activities.

AmeriCorps Members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the above activities on their initiative during non-AmeriCorps time, using non-AMERICORPS funds. Individuals should not wear the AmeriCorps logo while doing so.

Staff: Staff time and related expenses may not be charged to AMERICORPS or to the Grantee share of the Grant while engaged in organized fund raising including endowment drives, the general solicitation of gifts and bequests, direct mail or similar activities for which the sole purpose is raising capital or obtaining contributions for the organization. Expenses incurred to raise funds may be paid out of the funds raised. Development officers and fund-raising staff are not allowable expenses. Raising matching funds is incidental to the overall management of the program. Staff can make presentations and educate funders on objectives, goals and accomplishments of PASS. Efforts to involve the community in support of the AmeriCorps program, such as obtaining medical contributions or assistance at a health fair; donations of building supplies for an AmeriCorps construction project; and coordinating community participation in and support of a serve-a-thon and service activities, for example, are allowable.

BB. DRUG-FREE WORKPLACE.

- A) Members are expected to act in accordance with the Drug-Free Workplace Act, 41 U.S.C. § 701 *et seq.*, implementing regulations, 45 C.F.R. Part 2542. Members are notified that:
- i. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Host Site's workplace and Program. The term *controlled substance* means a controlled substance in schedules I through V of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation at 21 CFR 1308.11 through 1308.15.
 - a. Members must notify the Host Site in writing of any criminal drug arrest, charge, or conviction for a violation occurring in the workplace or during the performance of project activities within five days of the arrest, charge, or conviction.
 - b. The Host Site must notify the County within five days of receiving notice of such arrest, charge, or conviction.
 - ii. Members must report (in writing) all arrests, charges, or convictions of any criminal drug statute occurring during the term of service to the PASS Director within five days of the arrest, charge, or conviction.
 - iii. Host sites may provide the Member with additional rules. The Member is expected to abide by these rules as well.
 - iv. The Member's participation is conditioned upon compliance with the notice requirements.
 - v. Certain actions will be taken against Members for violations of such prohibitions up to and including releasing a Member for cause. A program may require a Member to enroll or complete an approved drug rehabilitation program.
 - vi. Host Sites should also reference the drug-related sections of the Code of Conduct as laid out in the Member Agreement. (Attachment B)
- B) Drug-Free awareness Program. The Host Site must establish a drug-free awareness program to inform employees and Members about the dangers of drug abuse in the workplace, the Host Site's policy of maintaining a Drug-Free workplace, any available drug counseling, rehabilitation, and employee assistance and Member support services, and the penalties that may be imposed for drug abuse violations.
- C) Non-compliance. The Host Site is subject to suspension, termination or debarment proceedings for failure to comply with the Drug-Free Workplace Act.
- D) Non-discrimination and confidentiality laws. In implementing the Drug-Free Workplace Act, the Grantee must adhere to Federal laws and its Grant assurances related to alcohol and substance abuse non-discrimination and confidentiality.
- E) Employee Assistance Program. In the event that an Member requests Employee Assistance, Dane County will make available their Employee Assistance Program.

10. PROGRESSIVE DISCIPLINE PROCEDURE

If a Member demonstrates problematic or inappropriate work-place behavior or fails to comply with the Member Code of Conduct, the Host Site staff may initiate the Progressive Discipline Procedure. At all stages, Members have the right to discuss the discipline process with the Host Site staff. The County will offer technical assistance to Host Site to ensure compliance with PASS and AmeriCorps Rules.

- A) Step 1: Member will receive an "Official Disciplinary Notice & Corrective Plan" from the Host Site staff. This Notice includes a statement of the problem and expected behaviors, a statement of responsibility of the Member to correct the problem, and a statement of consequences if the problem is not resolved. The Host Site will schedule a follow-up meeting with the Member within 30 days

of the Member receiving the initial Disciplinary Notice. The original Notice will be submitted to Dane County where it will be kept in the Member's file. The Host Site will keep a copy of the Notice signed by the Member. By signing the Notice, the Member acknowledges, in writing, having received the warning. The Member will receive a copy. If the Member wishes, he or she may write an explanation of the behavior on the form.

- B) Step 2: If the behavior/situation recurs or if the Member breaks other rules, the Member will be issued a second "Official Disciplinary Notice & Corrective Plan" from the Host Site. The Host Site will schedule a follow up meeting within 30 days. The corrective plan includes a statement of the problem and expected behaviors, a statement of responsibility of the Member to correct the problem, and a statement of consequences if the issue is not resolved. If the Member wishes, he or she may write an explanation of the behavior on the form.
- C) Step 3: If terms outlined in Member's corrective plan are not fulfilled or, in the case of serious misconduct, the Host Site staff will determine whether to release the Member for cause.

The County and Host Site reserve the right to not follow the prescribed sequence. The seriousness of the occurrence will be considered relevant and offenses of differing rules may be considered as cumulative.

11. RELEASE FROM SERVICE

Members may be released from service for "Compelling Personal Circumstances" or "For Cause."

- A) The following are reasons for release due to "Compelling Personal Circumstances":
 - i. The Member has a disability or serious illness that makes completing the service impossible.
 - ii. There is a serious injury, illness or death of a family member that makes completing the term unreasonably difficult or impossible for the Member.
 - iii. The Member or Member's spouse/domestic partner has military service obligations.
 - iv. The Member is in an approved welfare to work program and has accepted an opportunity to make the transition from welfare to work.
 - v. Some other unforeseeable circumstance beyond the Member's control that makes it impossible or unreasonably difficult for the Member to complete the term of service, such as a natural disaster, a strike, relocation of a spouse, or the un-renewable or premature closing of the program.

Compelling personal circumstances do not include leaving to enroll in school, to obtain a job or because of dissatisfaction with the program. Members exiting for compelling personal reasons will cease to receive the living stipend, the health benefits, and child care benefits but will receive a pro-rated percentage of their education award as long as the Member served at least **15%** of their required hours.

Members must provide documentation supporting their request for release from service for compelling personal circumstances.

- B) The following are reasons for release "For Cause":
 - i. Member leaves the program early to enroll in school, obtain employment, is dissatisfied with the program, or for any other reason that does not qualify as personal compelling.

- ii. The result of a progressive discipline procedure or for the Member committing a prohibited activity resulting in immediate release.
- iii. For any other serious breach of duty that undermines the effectiveness of the PASS program.
- iv. If the Member is convicted of a violent felony or sale or distribution of a controlled substance during a term of service.
- v. If a Member drops out of the program without obtaining a release for compelling personal circumstances
- vi. Members exiting the program for cause will cease to receive the living stipend, the health care benefits and the child care benefits and will receive no portion of their education award. Members may be eligible for future AmeriCorps service depending on the reason for release.

C) Suspended service

- i. A program must suspend the service of an individual who faces an official charge of a violent felony (e.g., rape, homicide) or sale or distribution of a controlled substance.
- ii. A program must suspend the service of an individual who is convicted of possession of a controlled substance.
- iii. An individual may not receive a living allowance or other benefits, and may not accrue service hours, during a period of suspension under this provision.

Reinstatement from Suspension

- A) A program may reinstate an individual whose service was suspended under paragraph (C)(i) of this section if the individual is found not guilty or if the charge is dismissed.
- B) A program may reinstate an individual whose service was suspended under paragraph (C)(ii) of this section only if the individual demonstrates the following:
 - i. For an individual who has been convicted of a first offense of the possession of a controlled substance, the individual must have enrolled in a drug rehabilitation program;
 - ii. For an individual who has been convicted for more than one offense of the possession of a controlled substance, the individual must have successfully completed a drug rehabilitation program.

The period of suspension does not count toward a Member's service hours and Members may not receive a living allowance for the suspension period.

Exit Expectations: Prior to Members exiting the program for CPC, Cause or successful completion, Host Sites will:

1. Ensure Members have entered all hours served into On Corps
2. Approve all pending timesheets ensuring accuracy of hours served
3. Complete an End of Term Evaluation with the Member(s) that is signed, dated and sent to PASS
4. Ensure that the Member(s) have left all outcome data and Pre/Post SMART Goal surveys at their host site. PASS data is proprietary and must remain in the possession of the host site in a secure location.
5. Collect all keys or property belonging to the Host Site

12. MEMBER GRIEVANCE PROCEDURE

The PASS Program will offer the following procedure to resolve Member grievance disputes. Because of the need to maximize program benefits for Members, host sites and those served, the Member agrees to respond in writing to inquiries from Dane County or the Host Sites as to the Member's intention with regard to the desire to pursue, waive or terminate a pending grievance. If a grievance is filed regarding a

proposed placement of a participant, such placement must not be made unless the placement is consistent with the resolution of the grievance.

Time Limitations: Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence.

- A) Step 1: Informal Resolution. The aggrieved Member agrees to make good faith efforts to resolve issues with his or her immediate supervisor, or with the next person up the chain-of-command at the Host Site through informal resolution as a first step. If the Member believes in good faith that he or she cannot resolve the grievance through informal resolution with the immediate supervisor within 30 days, the aggrieved Member may request informal mediation.
- B) Step 2: Informal Mediation. The aggrieved Member may make a written request to the Host Site for informal mediation. Informal mediation must be initiated within 45 calendar days from the date of the alleged occurrence. At the initial session of the informal mediation, the member will be advised in writing of his or her right to file a grievance and right to arbitration. The Host Site or County will select a mediator, who may work within or outside the agency, but who was not involved, directly or indirectly, with the incident or with a decision that gave rise to the grievance. The mediator will have the authority to mediate the dispute without being subject to undue influence from the member or Host Site. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration. If mediation does not resolve the dispute within 30 days, the aggrieved Member may request formal resolution of the dispute. The neutral party will again inform the aggrieving party of his or her right to file a formal grievance.
- C) Step 3: Grievance Hearing. The aggrieved Member may make a written request for a grievance hearing to the Host Site. A grievance hearing shall be held within 30 days of the request unless the parties agree to a later date. The hearing shall be held before a neutral hearing examiner selected by the Host Site or County, who may work within or outside the agency, but who is not involved, directly or indirectly with the incident or with a decision that gave rise to the grievance. The neutral party involved in the Step 2: Informal Mediation may not participate in the grievance procedure and no proceeding of the Informal Mediation may be referred to or introduced into evidence during the grievance procedures. Any party may choose to be represented by an attorney at his or her own expense. All parties agree to participate in good faith and all parties testifying promise to testify truthfully. The Host Site agrees to produce all witnesses from its staff that the aggrieved Member reasonably requires in order to present his or her case. The hearing examiner's resolution of the grievance will be considered final. A decision must be made no later than 60 days after the grievance is filed. If there is an adverse decision against the party who filed the grievance, or 60 calendar days after the filing of the grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties.
- D) Step 4: Arbitration. The aggrieved Member must pay one-half the cost of the arbitration proceeding, but may recover the costs of arbitration from the Host Site if he or she prevails in obtaining a favorable arbitration decision. A qualified arbitrator, independent of the parties, may be selected by the parties, or if the parties cannot agree on an arbitrator with 15 days after receiving a request for arbitration, the Chief Executive Officer of the AmeriCorps will appoint an arbitrator. An arbitration hearing will be held within 45 days of the request for arbitration, or if the arbitrator is appointed by the Chief Executive Officer of AmeriCorps, within 30 days after the arbitrator's appointment. A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitrator proceeding begins.

13. MEMBER HARASSMENT & DISCRIMINATION POLICY

All Host Sites of the PASS program and the County are committed to providing an environment that is inclusive and free of discrimination and harassment with respect to race, color, ethnicity, religion, gender, gender identification, age, socio-economic status, sex, sexual orientation, political beliefs, affiliations, disability, or marital or veteran status. This commitment applies to the PASS Host Sites and other work settings where AmeriCorps Members serve.

Every individual has the right to work in an environment that is free of harassment and discrimination. Therefore, anyone who is harassed or discriminated against, or who witnesses harassment or discrimination of others, has the responsibility to report it immediately.

The Host Sites will investigate any reports of discrimination or harassment brought by Members and take appropriate action if discrimination or harassment is found to have occurred. Confidentiality will be respected as much as possible and in the course of the investigation and afterwards, management and co-workers will not interfere with, coerce, or retaliate against the Member for voicing or filing a complaint.

It is desirable that inappropriate workplace behavior be dealt with at an informal level, but that is not always possible. Therefore, any AmeriCorps Member being harassed or discriminated against has the right and the responsibility to exercise several options.

- A) Step 1: The Member makes it known to the person that the Member finds this person's behavior offensive and that he or she wants it to stop. This does not have to be confrontational. The Member can simply tell the person(s) that the behavior (for example: lewd jokes, conversation with sexual overtones, flirting, shoulder massages, etc.) makes the Member feel uncomfortable, and then request the individual stop this behavior immediately.
- B) Step 2: The Member informs either his or her Host Site Supervisor or Director or PASS's Coordinator or Director if 1) the behavior continues despite the Member's request for it to stop or 2) the Member does not want to ask the person to stop.

AmeriCorps Members will not be discriminated or retaliated against in any way for bringing a questions or complaint or for bypassing the chain of command.

If the Member notifies someone at the Host Site level, the Host Site Staff must inform either the PASS Coordinator or Director. Either Host Site staff or PASS staff will provide the Member with the "Harassment Complaint and Investigation Form."

After the Member completes the "Harassment Complaint and Investigation Form," one of the following two procedures will commence:

- i. ***If the accused individual works at the Host Site***, the appropriate individual at the Host Site will investigate the complaint and then take appropriate action. The PASS will provide technical support, when appropriate. Throughout the process, the Host Site and PASS staff will work with the Member to balance confidentiality and the need to investigate the claim.

The Host Site has 30 days from receiving the "Harassment Complaint and Investigation Form" to investigate the claim and take action, if substantiated. The Host Site must also

submit a report to PASS detailing the investigation, results, and action taken. The PASS Coordinator or Director may grant extensions to the 30 days deadline, if warranted.

The County takes harassment and discrimination complaints very seriously. The County also recognizes that harassment and discrimination complaints may involve sensitive and/or confidential information. Further, the County acknowledges the importance of communicating program issues to the PASS partners. The County will therefore inform and work with the PASS partners to the greatest extent possible when a harassment or discrimination complaint is filed against a Host Site.

- ii. *If the accused individual works at Dane County*, the appropriate individual(s) at the County will investigate the complaint and then take appropriate action. Throughout the process, the County will work with the Member to balance confidentiality and the need to investigate the claim.

The County has 30 days from receiving the “Harassment Complaint and Investigation Form” to investigate the claim and take action. The County will complete a report detailing the investigation, results, and action taken. The County may grant itself an extension, if warranted. In this case, the County would communicate the new timeline to the Member.

The County takes harassment and discrimination complaints very seriously. The County also recognizes that harassment and discrimination complaints may involve sensitive and/or confidential information. Further, the County acknowledges the importance of communicating program issues to the PASS partners. The County will therefore inform and work with the PASS partners to the greatest extent possible when a harassment or discrimination complaint is filed against a PASS-related individual employed at the County.

C) Step 3: Alternate Option

In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination and harassment complaints, the Member may bring a complaint to the attention of the AmeriCorps. Claims of unlawful harassment not brought to the attention of the Office of Civil Rights and Inclusiveness within 45 days of their occurrence may not be accepted in a formal complaint of discrimination.

If the Member believes that he, she, or others have been discriminated against, or if the Member wants more information, contact:

Office of Civil Right and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-7503 (voice); (202) 565-2799 (TTY)

14 MODIFICATIONS

This Memorandum of Understanding may be amended at any time by an Agreement in writing executed by authorized representatives of the County and the Host Site or unilaterally by the County to comply with AmeriCorps Rules.

15. DURATION

This Memorandum of Understanding shall become effective on 9/1/22 and shall terminate 8/31/23, subject, however, to the terms of the grant between AMERICORPS, the County, and Partners for After School Success (PASS). The terms governing payment, record maintenance, audit requirements, and such other similar obligations that necessarily continue past the termination date of this agreement shall continue beyond the MOU.

16. TERMINATION

If one party fails to comply with its obligations under this Memorandum of Understanding (“Default”), the other party may give notice in writing to the party in default, describing the Default (“Notice of Default”). The parties shall meet at least once within 30 days of Notice of Default to discuss the Default and try to come to a resolution. If the parties do not arrive at a resolution within 30 days of the Notice of Default, the parties shall meet together with a neutral third-party, who will attempt to mediate a resolution. If no resolution is found within 30 days of the Notice of Default, as a method of last resort the non-defaulting party may terminate this Memorandum of Understanding. The parties may also terminate this Memorandum of Understanding at any time and for any reason as long as both parties agree.

Any termination of the Memorandum of Understanding between the County and the Host Site will result in the termination of all provisions of this Memorandum of Understanding except for terms governing payment, record maintenance, audit requirements, and such other similar obligations that necessarily continue past the termination date of this agreement. In the case of termination of this agreement, the parties shall take all reasonable actions to ensure that PASS AmeriCorps members are able to complete their terms of service at their host sites and that the outcomes of the grant are achieved. These actions may include transferring the grant and all remaining funds minus any liabilities for previously incurred expenses to a new fiscal agent.

17. AGREEMENT COMPLETE AND NOT ASSIGNABLE

This Memorandum of Understanding is intended to be an agreement solely between the parties hereto and for their benefit only. No term of this agreement may be assigned or subcontracted. This agreement contains the entire understanding of the parties, superseding all oral agreements and negotiations. The

invalidity or un-enforceability of any particular provision shall not affect other provisions herein, and this agreement shall then be construed as though all such invalid or unenforceable provisions were omitted.

HOST SITE:

By:
(Signature)

Date:

DANE COUNTY

By:
(Signature)
Astra Iheukumere, Interim DCDHS Director

Date:



**Dane County Department of Human Services
Division of Prevention and Early Intervention
Partners for After School Success (PASS)
A Community-Based AmeriCorps Program**



PASS AMERICORPS MEMBER 1700 Hour POSITION DESCRIPTION

Position Summary:

PASS AmeriCorps members are responsible for serving youth at agencies or school sites throughout Dane County. PASS activities include academic coaching and tutoring; engaging youth in community service; and providing extended learning programs including employment skill training. In addition to agency responsibilities, PASS AmeriCorps members engage in professional development activities and participate in national and/or local community service projects and AmeriCorps events.

AmeriCorps Requirements: AmeriCorps members must meet the following requirements outlined by the State and Federal AmeriCorps rules, including:

- 1) Serve 1700 hours by August 31
- 2) Be a citizen of the United States, a United States national, or a legal permanent resident of the United States
- 3) Have a high school degree or equivalent (or agrees to obtain a high school diploma or GED)
- 4) Be a least 17 years old
- 5) Pass a criminal background check including National Sex Offender Registry, State(s) registry and FBI
- 6) Have not served more than four fulltime AmeriCorps terms of service or received two fulltime education awards
- 7) Follow all PASS policies and AmeriCorps rules and regulations as outlined in the Member Agreement

PASS Requirements—Youth Work: PASS AmeriCorps members spend at least 80% of their time providing services to youth at a host site located in Dane County. PASS service activities include academic coaching, developing and facilitating extended learning programs during or after school, and engaging youth and adult volunteers in community service.

Requirements include:

- 1) Complete a Work Plan that outlines professional goals and a schedule to provide PASS program activities
- 2) Provide academic coaching, develop and facilitate extended learning programs, engage youth in community service
- 3) Understand and actively contribute to PASS meeting its program performance measures
- 4) Complete regular reporting in MOST MIS system related to PASS service activities and performance measures
- 5) Serve as a positive adult role model for youth
- 6) Maintain appropriate boundaries and conduct with youth (a vulnerable population) at all times
- 7) Respect youth cultural differences

PASS Requirements—Host Site team member

- 1) Be punctual and follow assigned work schedule
- 2) Learn and follow host site policies and procedures
- 3) Provide own transportation to host site (some sites on bus routes)
- 4) Set regular consultation and reflection times with supervisor (weekly meetings)
- 5) Keep direct supervisor informed about concerns, conflicts or problems
- 6) Complete tasks as assigned in an accurate and timely manner include entry of service hours
- 7) Be a cooperative team member
- 8) Enter service hours in On Corps in an accurate and timely manner

PASS Requirements—Professional Development/Community Service: PASS AmeriCorps members spend approximately 20% of their time collaborating with other AmeriCorps members on community service or professional development activities.

Requirements to this end include:

- 1) Participate in Serve Wisconsin AmeriCorps events
- 2) Participate in citizenship training provided by PASS and group service events
- 3) Participate in professional development meetings
- 4) Participate in at least one national day of service (i.e. September 11, MLK Day, Global Youth Service Day)
- 5) Participate in local or regional natural disasters as needed and Alternative Spring Break service week (optional)

Attachment B

Host site match covers Program Operating (Section I of Budget) and Member (Section II of Budget) expenses for PASS. Match is invoiced by Dane County three times a year in January, May and October.

Full time member match is calculated by taking the total Section I and Section II expenses divided by the program Member Service Year (Total FTE) amount. Half time and Minimum time match costs are calculated by multiplying the Full-time slot rate by AMERICORPS MSY reduced slot ratios (.5 and .21 respectively).

The final invoice reconciles actual expenses. Actual match considers slot transfers, early exits, weeks served and other variables impacting a member service year and subsequent match.

Initial slot allocations are based on the number of slots each site had the previous year. Slots for the 2022-2023 grant year will be allocated, agreed upon, and finalized in a Directors meeting in or around February 2023 for summer slots and in or around March 2023 for full-year slots. Once slots are confirmed at these meetings, slot allocation is considered final. Any site wishing to give up a slot after that point, will undergo the following process:

I. Offer the slot to other Host Sites. If another Host Site agrees to pick up the slot, that Host Site will be responsible for all corresponding match requirements.

II. If no other site picks up the slot, then the site wishing to give up a slot will be responsible for the corresponding match requirement.

III. In the case of extenuating circumstances, a Host Site wishing to give up a slot that is not picked up by another Host Site may ask the Directors group for a vote on match relief. If approved by the group, the cost of the open slot will be split evenly among Host Sites. If approval to give up a slot is not approved, then the Host Site originally assigned the slot will remain responsible for the corresponding match requirement.

In the event a member is transferred or leaves the program early, the following formulas will be used to adjust match:

I. Operating Match shall not change in the event of member transfer or early exit and will be captured in the first invoice.

II. Member Match owed shall be recalculated as follows:

A. If a Member leaves early and slot cannot be converted the original host site shall retain all of the member match savings.

B. If a Member leaves early and the slot can be converted and refilled, the refill host site shall absorb additional member match if refill costs exceeds fulltime member match calculation.

- C. If a Member transfers to another site, the total member match cost shall remain with the original host site.
- D. Other formulas may be applied as agreed upon by a majority of the partners in years that create an undue burden on a partner or other factors that result in an amended process.
- E. If a partner agency is experiencing dire organizational circumstances defined as a change in executive leadership, risk of closure AND temporary discontinuation of secondary age programming, match relief may be *requested*. A recovery period will be set by the partnership allowing the agency time to stabilize. After the recovery period, the partnership will re-visit the request, the agency's ability to pay their match obligation, and the agency's ability to continue being a performing partner in PASS. If match relief is still needed, the partnership will make a decision based on majority vote.



Memorandum of Agreement
between the Madison Metropolitan School District,
United Way of Dane County and Urban League of Greater Madison
(2019-2022)

This Memorandum of Agreement (MOA) outlines the mutually agreed upon elements of the high-intensity partnership between the Madison Metropolitan School District (MMSD), United Way of Dane County (UWDC) and Urban League of Greater Madison (ULGM) that carries out the **Schools of Hope Middle School (SOH MS)** program at Blackhawk, Cherokee, Jefferson, O'Keeffe, Sennett, Sherman, Toki, Whitehorse, and Wright Middle Schools.

1. Statement of Shared Purpose

SOH MS provides students with individualized academic tutoring and coaching in order to improve their academic performance and readiness for high school, college and career. The program is aimed at meeting the needs of students who are low-performing in math and language arts and may benefit from extended learning opportunities. SOH MS provides one-on-one and small group tutoring to students, both during the school day and after school. The program operates in nine MMSD middle schools: Blackhawk, Cherokee, Jefferson, O'Keeffe, Sennett, Sherman, Toki, Whitehorse and Wright.

As a result of work completed through a collaboration with the ROCKit Innovation Team, Schools of Hope will work directly with specific school(s) and MMSD staff to test the viability and feasibility of a different service delivery model focusing on the creation of a student resource center in concert with the establishment of a leadership training course for students. The new model prototype will be implemented at one MMSD school in the fall of 2019, with the possibility of a wider implementation during years two and three of this MOA.

2. Rationale for Collaboration

UWDC and ULGM have long-standing and deep commitments to assuring that every child graduates from high school and transitions to career and life success as an adult. As community partners to MMSD, we work to mobilize the community to provide direct tutoring and coaching to students to achieve their goals.

One of the goals of MMSD is to ensure that every student is on-track to graduate as measured by student growth and achievement at key milestones. The achievement milestone identified for middle school is high school readiness at the conclusion of grade 8. SOH MS directly supports this goal by providing in-school and after-school tutoring support focused on improving the literacy and math achievement of underperforming middle school students.

MMSD, ULGM and UWDC are committed to working collaboratively to ensure alignment with MMSD's Strategic Framework ("Every student is on track to graduate as measured by student growth and achievement at key milestones"); Goal 3 (Black Excellence); UWDC's Agenda for

Change for Education (“Students succeed academically and graduate from high school, regardless of race.”)

3. Timeframe

- The term of this agreement shall be from August 1, 2019 to June 30, 2022. Direct services shall be provided to students at Blackhawk, Cherokee, Jefferson, O’Keeffe, Sennett, Sherman, Toki, Whitehorse and Wright starting last week of August and ending third week of June.
- ULGM Senior VP of Programs & Operations, ULGM Director of Middle School Programs, MMSD Chief of Schools for Secondary Education, MSCR Supervisor of Middle and High School Programs, MMSD Director of Strategic Partnerships & Innovation, MMSD Community Partnerships Coordinator, UWDC Community Impact Director for Academic Success, and City of Madison Youth Services Coordinator shall review progress towards meeting program goals/outcomes at the end of second quarter and the end of fourth quarter of the 2019-2022 school years.

4. Specific Target Goals/Outcomes

The primary value of volunteer tutoring programs is on student engagement with learning, or the ‘non-cognitive’ or ‘social emotional’ factors that are critical for long-term academic improvement. Drawing upon the framework established by the Consortium for Chicago School Research (CCSR) at the University of Chicago, it is believed tutoring partnerships in MMSD have the greatest potential for short-term impact on areas such as:

- Academic behaviors (i.e. going to class, doing homework)
- Academic perseverance (i.e. ‘grit’ self-discipline)
- Academic mindsets (i.e. youth feel they belong in an academic community)
- Learning strategies (i.e. metacognitive strategies, goal setting)
- Social Skills (i.e. interpersonal skills)

Monitoring Year (annual)

Outcome 1: 75% of school site administrators and teachers agree that Schools of Hope MS has a positive impact on student engagement with learning (based on the CCSR non-cognitive developmental framework)

Metric: School-level survey of teachers and administrators

Outcome 2: 75% of the students agree that Schools of Hope MS has a positive impact on their engagement with learning (based on the CCSR non-cognitive developmental framework)

Metric: Student surveys and/or student focus groups

Outcome 3a: 400-600 students will be enrolled in the program (enrolled defined as having 3+ sessions) The enrollment numbers will vary depending on how new model and potential scaling of it.

Metric: Monthly Student Tracking Logs (maintained for all enrolled students by Schools of Hope MS staff)

Outcome 3b: 75% of students enrolled in the tutoring program receive 15+ math or literacy tutoring sessions

Metric: Monthly Student Tracking Logs (maintained for all enrolled students by Schools of Hope MS staff)

MMSD and its partners will also monitor the following statistics annually:

- Demographics of enrolled students
- Total number of community volunteers
- Demographics of community volunteers
- Total number of tutoring hours
- Timing of tutoring services (in-school or after-school) as well as the subject focus
- Total number of students meeting MAP Reading and/or Math target
- Student attendance
- Students and tutors supported by PASS shall be identified (tracking spreadsheet to document: "PASS only, PASS & SOH MS or SOH MS")

Evaluation Year (every 3 years)

Outcome 1: Students that receive 15+ math or literacy tutoring sessions will show greater growth in academic achievement than students who did not receive tutoring.

Metric: District-administered standardized assessments such as MAP and/or grades

Outcome 2: Students that receive 15+ math or literacy tutoring sessions will show greater school attendance than students who did not receive tutoring.

Metric: Average annual attendance

"Non-tutored students" are those that are not enrolled in the program but are similar based on prior academic achievement and demographics to students who are enrolled in the program and receive 15+ tutoring sessions.

By "greater growth" we mean that students who receive 15+ tutoring sessions show more movement toward increased proficiency than non-tutored students.

To support program monitoring and improvement, MMSD may contract with an external evaluator. If an external evaluator provides services, the evaluation plan will be developed collaboratively by the evaluator, ULGM, MMSD and UWDC.

ULGM will prepare mid-term (by mid-February, using data as of December 31) and year-end (by August 15), using data through the end of the school year) reports outlining progress towards meeting program goals/outcomes to be reviewed with ULGM Senior VP of Programs & Operations, ULGM Director of Middle School Programs, MMSD Chief of Schools for Secondary Education, MSCR Supervisor of Middle and High School Programs, MMSD Director of Strategic Partnerships & Innovation, MMSD Community Partnerships Coordinator, UWDC Community Impact Director for Academic Success, and City of Madison Youth Services Coordinator.

5. Program Monitoring

For all high-intensity partnerships, a mid-year check-in and year-end review is expected on an annual basis to discuss monitoring year outcomes and other available data. At the mid-year check-in (Q3), partnership teams will review available data pertaining to monitoring year outcomes. In addition to student demographics, volunteer demographics, tutoring hours, and

student attendance (see list of monitoring year data below). At the year-end review (Q1), partnership teams will review data demonstrating progress towards meeting all monitoring year outcomes and additional data articulated in this MOA. Annual reports and mid-year data are used by partnership teams to inform continuous improvement annually

In addition, high-intensity partnerships are expected to engage in an external evaluation every three years that includes analysis of outcome data from monitoring years in addition to data pertaining to additional outcome(s) identified for the evaluation year. Monitoring year annual reports and the three-year evaluation will be used to inform revision of the MOA on a three-year cycle.

6. Organizational Structure and Responsibilities

SOH MS is a partnership of MMSD, ULGM and UWDC. It is operated on a day-to-day basis by ULGM in partnership with MMSD MSCR. UWDC and MMSD convene the Madison Schools of Hope/Achievement Connections Leadership Team to oversee the SOH MS program. UWDC's Academic Success Community Solution Team reviews the progress of the program on a quarterly basis and recommends ongoing financial investments to the UWDC Board of Directors.

ULGM:

- Provide overall day-to-day leadership for the program, including accountability for program performance and compliance with UWDC investment guidelines expectations.
- Collaborate with MMSD and UWDC on the overall program direction.
- Coordinate with UWDC staff on requests for investment from UWDC Academic Success CST, Vision Council and Board.
- Seek additional sources of funding for the program to enhance program success in alignment with this MOA.
- Recruit and hire requisite ULGM staff to support SOH MS:
 - 1 FTE Director of Middle School Programs (oversees SOH MS and 21st Century Careers Program)
 - 1 FTE Volunteer Coordinator (provides leadership and assistance to SOH MS sites in the recruitment, screening, training, and management of volunteer tutors)
- Formally employ and provide compensation for Schools of Hope/Youth Resource Center (SOH MS/YRC) staff.
- Recruit and hire requisite SOH MS/YRC staff per school site, in collaboration with MSCR and principals:
 - 1 FTE Site Coordinator per school (50% time dedicated to SOH MS, 50% time dedicated to YRC; responsible for managing during and after-school tutoring and homework help services, coordinating after school clubs and YRC programming; Wright's FTE commits 50% time to SOH MS and 50% time to after-school college/career exploration programming)
- Require all SOH MS/YRC staff to complete MMSD criminal background check, MMSD Online Anti-Harrasment Inservice Course, and WI Act 81 DPI on-line training (mandated reporting).
- Develop and deliver training for SOH MS/YRC staff, in collaboration with MSCR and principals or principal designees. Training will cover program overview, tutoring strategies, cultural competency, volunteer management, and tutor recruitment. Training must also include school-based protocols on discipline, behavior, and emergency response. Support provided by MMSD Community Partnerships Coordinator as needed.
- Provide staff coverage when SOH MS/YRC staff are absent or leave their positions prior to May 30 (2017-2019) in collaboration with MSCR.
- Provide joint supervision of SOH MS/YRC staff, in collaboration with MSCR and principals or principal designees.

- Conduct annual performance evaluations of SOH MS/YRC staff, in collaboration with MSCR and principals.
- Adhere to MMSD policies and procedures for volunteers (tutors) including completion of volunteer application, criminal background check, and review/sign "Expectations of MMSD Pre-K-12 Volunteers" (see attached), in collaboration with MSCR and principals. Support provided by MMSD Community Partnerships Coordinator as needed.
- Recruit requisite number of SOH MS tutors per school site.
- Develop and deliver training for SOH MS tutors, in collaboration with MMSD/MSCR and principals or principal designees. Training will cover program overview, tutoring strategies, and cultural competency. Training must include school-based protocols on discipline, behavior, and emergency response.
- Invite program staff and volunteer tutors to participate in MMSD-coordinated Tutoring Network, when relevant.
- Site Coordinators shall supervise SOH MS tutors during delivery of all SOH MS tutoring services.
- Coordinate meeting with principal (and if available MSCR, MMSD Community Partnerships Coordinator), no later than September 30 to review upcoming school year goals, outcomes, tutoring guidance document and agree upon SOH MS tutoring schedules and strategies; meet mid—year with MSCR, MMSD Community Partnerships Coordinator, and principals to review progress of goals and outcomes as laid out in the MOA. Thereafter, any significant change in scheduling and/or instructional strategies will be conducted in consultation with MMSD, MSCR, and principals or principal designees.
- Assign referred students to tutors, in collaboration with MSCR and principals or principal designees.
- Send passive consent letter to enrolled students' parent or guardian to inform them of participating in tutoring activities.
- Provide student roster to MMSD for data sharing purposes by third week of January with data as of December 31 and no later than June 30 of each school year covered by this MOA.
- Deliver SOH MS tutoring services during school-day and/or after-school based on school-selected tutoring schedule and instructional strategies per school.
- Report all after-school incidents to principal within 24 hours using MMSD Incident Report Form (see attached). Report all incidents during school to the principal within 24 hours.
- If a concern with a staff member is raised, ULGM, MSCR and principal shall meet to discuss concerns, plan course of action including setting goals and identifying appropriate interventions. If a formal letter or other communication documenting agreed upon actions is deemed necessary, appropriate representatives from ULGM, MSCR, and MMSD will review and agree upon its content before distribution to the staff member.
- SOH MS/YRC staff shall meet bi-weekly with principals or principal designees to receive support and monitor SOH MS activities.
- Attend MSCR YRC meetings every other week and allow MSCR Manager of Middle and High School Programming to attend ULGM SOH MS meetings every other week.
- Convene quarterly meetings between MMSD Community Partnerships Coordinator, MSCR Manager of Middle and High School Programming, ULGM Director of Middle School Programs, and MSCR Supervisor of Middle and High School Programming to set goals and review structures. UWDC Community Impact Director for Education and ULGM Senior VP of Programs & Operations to attend as available.
- Convene meeting with ULGM Senior VP of Programs & Operations, ULGM Director of Middle School Programs, MMSD Chief of Schools for Secondary Education, MSCR Supervisor of Middle and High School Programs, MMSD Director of Strategic Partnerships & Innovation, MMSD Community Partnerships Coordinator, UWDC Community Impact Director for Academic Success, and City of Madison Youth Services Coordinator.at the end of second quarter and fourth quarter of the school year covered in this MOA to

monitor progress towards meeting goals/outcomes and expectations outlined within this MOA.

- Participate in UWDC/MMSD Schools of Hope/Achievement Connections Leadership Team and the Academic Success Community Solution Team as requested.

MMSD:

- **Central Office**

- Provide MMSD Community Partnerships Coordinator to support overall program planning and alignment with district systems, Strategic Framework, and Framework for Best Practices in Academic Tutoring.
- Collaborate with ULGM and UWDC on overall program direction.
- Support access to MMSD staff to ensure program alignment with district systems and Strategic Framework.
- Support development and delivery of tutor coordinator training and tutor training as needed.
- Coordinate Tutoring Network training series.
- Support adherence to MMSD policies and procedures for volunteers in relation to tutors, including completion of volunteer application, criminal background checks, and annual review/sign of "Expectations of MMSD PreK-12 Volunteers" (see attached).
- MMSD Community Partnerships Coordinator shall attend quarterly meetings to set goals and review structures.
- MMSD staff shall attend meeting at the end of second quarter and fourth quarter of the 2016-2019 school years to monitor progress towards meeting goals/outcomes and expectations outlined within this MOA.
- Convene and co-lead Schools of Hope/Achievement Connections Leadership Team meetings and provide a representative to the Academic Success Leadership Team.
- Support fulfillment of data requests required to monitor progress.

- **MSCR:**

- Collaborate with ULGM and UWDC on overall program direction.
- Support recruitment and hiring of requisite SOH MS/YRC staff per school site:
 - 1 FTE Site Coordinator per school site, excluding Wright (50% time dedicated to SOH MS, 50% time dedicated to YRC)
- Provide all SOH MS/YRC staff MMSD criminal background check, access to MMSD Online Anti-Harrassment Inservice Course, and WI Act 81 DPI on-line training (mandated reporting).
- Collaboratively develop and deliver training for SOH MS/YRC staff.
- Support provision of staff coverage when SOH MS/YRC staff are absent or leave their positions prior to May 30, (2017-2019).
- Provide joint supervision of SOH MS/YRC staff.
- Support annual performance evaluations of SOH MS/YRC staff.
- Support adherence to MMSD policies and procedures for volunteers (tutors) including completion of volunteer application, criminal background check, and review/sign "Expectations of MMSD Pre-K-12 Volunteers" (see attached).
- Support development and delivery of training for SOH MS tutors. Training must include school-based protocols on discipline, behavior, and emergency response.
- Meet with ULGM, MMSD Community Partnerships Coordinator and principals no later than September 30 to review goals, outcomes, tutoring guidance document and agree upon SOH MS tutoring schedules and strategies (if available); meet mid—year with ULGM, MMSD Community Partnerships Coordinator and principals to review

progress of goals and outcomes as laid out in the MOA. Thereafter, any significant change in scheduling and/or instructional strategies will be conducted in consultation with MMSD, MSCR, and principals or principal designees.

- Assign referred students to tutors, in collaboration with ULGM and principals.
 - If a concern with a staff member is raised, ULGM, MSCR and principal shall meet to discuss concerns, plan course of action including setting goals and identifying appropriate interventions. If a formal letter or other communication documenting agreed upon actions is deemed necessary, appropriate representatives from ULGM, MSCR, and MMSD will review and agree upon its content before distribution to the staff member.
 - Attend ULGM SOH MS meetings every other week and allow ULGM Director of Middle School Programs to attend MSCR YRC meetings every other week.
 - Attend quarterly meetings to set goals and review structures.
 - Attend meetings at the end of second quarter and fourth quarter of the 2015-2016 school year to monitor progress towards meeting goals/outcomes and expectations outlined within this MOA.
- **Schools/Principals (or principal designees where applicable)**
 - Participate in recruitment and hiring of requisite SOH MS/YRC staff per school site:
 - 1 FTE Site Coordinator per school site (50% time dedicated to SOH MS, 50% time dedicated to YRC; Wright's FTE 100% time dedicated to SOH MS and college/career programming)
 - Support development and delivery of training for SOH MS/YRC staff. Training must include school-based protocols on discipline, behavior, and emergency response.
 - Support supervision of SOH MS/YRC staff.
 - Support annual performance evaluations of SOH MS/YRC staff.
 - Support adherence to MMSD policies and procedures for volunteers (tutors) including completion of volunteer application, criminal background check, and review/sign "Expectations of MMSD Pre-K-12 Volunteers,"
 - Support alignment of tutoring with Framework for Best Practices in Academic Tutoring.
 - Support development and delivery of training for SOH MS tutors. Training must include school-based protocols on discipline, behavior, and emergency response.
 - Meet with ULGM, MMSD Community Partnerships Coordinator (if available) and MSCR (if available) no later than September 30 to review goals, outcomes, tutoring guidance document and agree upon SOH MS tutoring schedules and strategies; meet mid—year with ULGM, MMSD Community Partnerships Coordinator and MSCR to review progress of goals and outcomes as laid out in the MOA. Thereafter, any significant change in scheduling and/or instructional strategies will be conducted in consultation with MMSD, MSCR, and principals or principal designees
 - Refer students to receive SOH MS tutoring services.
 - If a concern with a staff member is raised, ULGM, MSCR and principal shall meet to discuss concerns, plan course of action including setting goals and identifying appropriate interventions. If a formal letter or other communication documenting agreed upon actions is deemed necessary, appropriate representatives from ULGM, MSCR, and MMSD will review and agree upon its content before distribution to the staff member.
 - Meet bi-weekly with SOH MS/YRC staff to support and monitor SOH MS activities.
 - Attend quarterly meetings to set goals and review structures.
 - Provide office space for SOH MS/YRC staff Monday-Friday, 7:30am – 5:30pm.
 - Provide space for SOH MS tutoring activities Monday-Friday, 7:30am – 5:30pm in collaboration with MSCR after-school programs.

United Way of Dane County

- President co-facilitates the Schools of Hope/Achievement Connections Leadership Team meetings.
- Collaborate with MMSD and ULGM on the overall direction of program development
- Ensure alignment of program with “Agenda for Change” goals and priorities
- Attend quarterly meetings to set goals and review structures as needed.
- Attend meeting at the end of second quarter and fourth quarter of the school years covered in this MOA to monitor progress towards meeting goals/outcomes and expectations outlined within this MOA.
- Through the Academic Success Community Solution Team, review progress and determine United Way of Dane County investment recommendations.
- Work to secure United Way campaign and other funding to continue program operations
- Provide budget monitoring on a bi-annual basis
- Provide access to VolunteerYourTime.org database and the UWDC Volunteer Center to help recruit tutors
- Other support as needed, if justifiable as a reasonable cost pursuant to program needs
- Provide updates on a quarterly basis to Community Solutions Team.

7. Lines and Frequency of Communication

- MMSD, UWDC staff and ULGM staff will engage in on-going communication relevant to program implementation.
- MMSD, UWDC and ULGM staff will meet quarterly and prior to Leadership Council meetings to review program updates and data, jointly prepare materials, and monitor progress towards meeting goals/outcomes and expectations outlined in this MOA.
- SOH MS/YRC staff will engage in on-going communication around implementation with principals and school staff.
- ULGM Director of Middle School Programs will attend MSCR YRC meetings every other week. MSCR Manager of Middle and High School Programs will attend ULGM SOH MS meetings every other week.
- MSCR Manager of Middle and High School Programming, ULGM Director of Middle School Programs, MSCR Supervisor of Middle and High School Programming, MMSD Community Partnerships Coordinator, UWDC Community Impact Director for Education, and ULGM Chief Program Development Officer will meet quarterly to set goals and review structures.
- ULGM Senior VP of Programs & Operations, ULGM Director of Middle School Programs, MMSD Chief of Schools for Secondary Education, MSCR Supervisor of Middle and High School Programs, MMSD Director of Strategic Partnerships & Innovation, MMSD Community Partnerships Coordinator, UWDC Community Impact Director for Academic Success, and City of Madison Youth Services Coordinator will meet at the end of second quarter and fourth quarter to monitor progress towards meeting goals/outcomes and expectations outlined within MOA.

Project Reporting

Reporting on data will happen as of the following dates in order to ensure that partners are up to date with the same information.

December 31

City of Madison, United Way of Dane County and MMSD (mid-year check-in report)

Data to be reported is enrollment, 15+ attendance sessions, student demographics, volunteer numbers and hours.

Other data points for funders as needed.

March 31

United Way of Dane County

Data to be reported is enrollment, average attendance, number of sessions provided, demographics, volunteer numbers. Other data points for funders as needed.

June 30 (end of school year/academic program year)

MMSD (year end reporting), City of Madison, United Way of Dane County

Data to be reported is enrollment, 15+ attendance to sessions, student demographics, volunteer numbers, hours demographics. Other data points for funders as needed.

United Way of Dane County is asking partners on its most important and large initiatives to report no less than a quarterly basis on "Lead Measures" that predict our progress towards our goals for the year.

United Way funding for this program is predicated on students increasing demonstrated learned behaviors in the subjects in which they were tutored. UWDC tracks this information via these lead measures listed below, and tracks and compares this information to target thresholds. The lead measures are:

1. # 6-8th grade students enrolled
2. # 6-8th grade students matched 1:1 or 1:3 who receive 15+ sessions
3. # community volunteer tutors recruited and matched with middle school students

8. Decision-Making Authority

| | Joint | ULGM | MMSD/MSCR/ Schools | School-based Site Team | Other Organizations |
|--------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------|
| Human Resources | ULGM, MSCR, principals collaborate to hire, train, and supervise SOH MS/YRC staff. | ULGM provides formal employment of SOH MS/YRC staff. | MSCR provides background checks, online training access for SOH MS/YRC staff. Coordinates Tutoring Network training. | | |
| Student Selection | | ULGM leads, with review/ approval from MMSD staff, UWDC staff, MSCR staff, and principals. | | Students referred by schools (self-select, parent and/or teacher referred). | |

| | | | | | |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Marketing, promotion, volunteer recruitment | | ULGM leads SOH MS volunteer recruitment, orientation and training. | MSCR, MMSD provides background checks, supports tutor training. | | |
| Budget/ Funding | | ULGM Board reviews and approves budget in alignment with ULGM policies and procedures. ULGM serves as fiscal agent, seeks funding, and manages budget. ULGM follows UWDC fundraising guidelines. | MMSD provides partial funding. Strategic Partnerships & Innovation funds 50% of time of SOH MS/YRC staff to cover SOH MS tutoring. MSCR funds 50% time of SOH MS/YRC staff to cover YRC activities only. | | UWDC reviews and approves budget to align with performance goals; seeks Vision Council / Board investment of required matching funds ; and monitors expenditures. City of Madison, and Dane County provide partial funding. |
| Accessing Student Data | All partners assess data outcomes together. | ULGM tracks enrollment, participation, and surveys | MMSD provides MAP assessment, demographic and attendance data. | | |
| Project Goals and Performance Measures | Jointly discuss, establish, review and approve goals and performance measures in alignment with MMSD Strategic Framework Establish student selection criteria | Jointly discuss, establish, review and approve goals and performance measures in alignment with ULGM mission and strategic plan. | | | Jointly discuss, establish, review and approve goals and performance measures in alignment with UWDC Agenda for Change priorities |
| Program Design | The execution of this MOA confirms approval from all partners on | | MMSD ensures alignment with Strategic Framework. | | UWDC ensures alignment of program with "Agenda for Change" |

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|---------------------------|----------------------------------------------------------------------------------------------------------------|--|--|--|-----------------------|
| | program design. Any substantive changes made by ULGM hereafter will be made in consultation with UWDC and MMSD | | | | goals and priorities. |
| Mandated Reporting | ULGM staff consults with school administrator to determine actions. | | | | |

9. Public Relations

United Way, MMSD and ULGM will jointly produce any SOH MS reports or other materials for public distribution; marketing materials, and media releases. All materials are to be reviewed by all partners prior to publication/release.

10. In-Kind Contributions

MMSD/MSCR will provide (in-kind):

- Space for staff and program
- Computer equipment
- Telephone access
- Email accounts
- Wireless service
- Background checks
- Volunteer processing
- Principal time
- MSCR staff time
- Central Office staff time (Asst. Supt., partnerships, HR, information, legal)

11. Budget Information

See attached budget.

12. Fundraising

See attached budget.

ULGM agrees to follow UWDC fundraising guidelines.

13. Access to and Use of Data

School-based SOH MS Middle School Tutor Coordinators will identify tutored students by name and ID number and submit student tracking report documenting the number of tutoring sessions and other metrics identified in this MOA per student by site. The ULGM Director of Middle School Programs compiles reports for ULGM, MMSD and UWDC as noted in this MOA. This includes providing student data to MMSD Research, Accountability and Data Use and, in turn a third party evaluator at the UW-Madison, in a format that ensures student confidentiality.

SOH MS MS/YRC staff will administer and collect parent consent and student assent forms, noting use of the following metrics:

- General volunteer/tutor hiring records
- General program student enrollment records
- General program participation records
- Individual student - fall to spring MAP assessment
- Student and teacher surveys (behavior, academics, affective change)

14. Composition and Role of Advisory Board

The Madison Schools of Hope Achievement Connections Leadership Team consists of local government, post-secondary institutions, MMSD, parents, non-profit organizations, Madison Teachers, Inc. and the business community. Convened jointly by UWDC and the MMSD, the Leadership Team's role is to ensure that all students are on track to graduate with a focus on students of color by coordinating efforts, monitoring progress, reviewing results, and suggesting course changes when necessary. The Academic Success Community Solution Team will review progress and recommend program investment to the United Way of Dane County Board of Directors.

15. Involvement of Other Community Groups

MMSD, MSCR, UWDC and ULGM are the primary partners for the SOH MS Middle School program.

Not applicable.

16. Authority

By signing below, each person hereby represents that he/she has the authority to sign this MOA and bind the party to adhere to its terms.

17. Statement of Agreement

All parties agree to the terms of this MOA.

[SIGNATURES ON FOLLOWING PAGE]

