

~~2013~~-2014~~5~~

CHILDREN AT RISK OF NOT GRADUATING FROM HIGH SCHOOL

**AGREEMENT BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
AND
MILWAUKEE AREA TECHNICAL COLLEGE**

THIS AGREEMENT made by and between the Milwaukee Board of School Directors (hereinafter, Board or MPS), 5225 West Vliet Street, P.O. Box 2181, Milwaukee, Wisconsin, 53201-2181, and Milwaukee Area Technical College (MATC), 700 West State Street, Milwaukee, Wisconsin, 53233-1443.

WHEREAS, Wis. Stat. § 118.15(1)(b) allows a child at risk, as defined in § 118.15(1)(a), aged 16 or over, upon his/her request of the school board and written approval of the pupil's parent or guardian, to attend the district technical college, the day program of which meets the requirements of Wis. Stat. § 118.33 and participation in which will lead to the pupil's high school graduation; and

WHEREAS, because MATC is a technical college district, it must offer day class programs satisfactory to meet the requirements of 118.15(1)(b) and 118.33(3m); and

WHEREAS, Wis. Stat. § 118.15(1)(c)(2) allows any pupil, aged 17 or older, upon his/her request of the school board and written approval of the pupil's parent or guardian, and if excused by the school board from regular school attendance, to participate in a program or curriculum modification under Wis. Stat. § 118.15 (1)(d) which will lead to the pupil's high school graduation or leading to a high school equivalency diploma under Wis. Stat. § 115.29 (hereinafter, HSED Program); and

WHEREAS, MPS, as a public school board, and MATC, as a technical college district, have historically collaborated so that MPS students fitting the above criteria could participate in programs at MATC; and

WHEREAS, for a brief period of time during the 2007-2008 and 2008-2009 school years, MPS designated MATC as an MPS partnership school; and

WHEREAS, the parties subsequently agreed that the designation as an MPS partnership school resulted in unnecessary and restrictive conditions being placed on the collaboration; and

WHEREAS, MPS and MATC have agreed that MATC will provide programs for MPS pupils pursuant to the requirements in Wis. Stat. § 118.15(1)(b) and Wis. Stat. § 118.15(1)(c)2; and

~~**WHEREAS**, the Board on July 30, 2013, approved a one-year Agreement beginning on August 1, 2013 and ending on June 30, 2014.~~

WHEREAS, the Board on _____ approved a one year Agreement beginning on July 1, 2014 and ending on June 30, 2015.

WHEREAS, the Board on November 21, 2013 approved this **amended** Agreement and authorized the Board President and Superintendent to execute this Agreement under the following terms and conditions:

I. MILWAUKEE AREA TECHNICAL COLLEGE (MATC) RESPONSIBILITIES

A. Program Operations. MATC shall provide (i) a Program for Children at Risk of not graduating from High School (hereinafter “Program for Children at Risk”) pursuant to Wis. Stat. § 118.15(1)(b) and (ii) pursuant to Wis. Stat. § 118.15(1)(c)(2) a Program for any pupil, aged 17 or older, which will lead to the pupil’s high school graduation from MPS or leading to his/her equivalency diploma under Wis. Stat. §115.29 (hereinafter, HSED Program), that complies with all of the following:

1. MATC shall provide a full-day instructional Program, the dates for which shall follow the MATC 20134-20145 academic calendar that is attached hereto as Appendix A and incorporated herein by reference. The Program shall be designed to allow the pupils enrolled to meet high school graduation requirements under Wis. Stat. § 118.33 and the MPS Graduation Requirements, a copy of which is attached hereto as Appendix B and incorporated herein by reference. Under no circumstances shall MATC unilaterally place a pupil in the Learning Lab in lieu of a course that provides the pupil with high school credit leading to that pupil’s high school graduation from MPS or his/her equivalency diploma.
2. All MATC faculty, administrators and staff will meet certification requirements as stipulated by the Wisconsin Technical College System (WTCS), and set forth in state statute.
3. MATC shall provide instruction in the following occupational technical courses:
 - Auto Engine Servicing
 - Auto Minor Servies (Chassis)
 - Auto electrical Systems
 - Business Co-Op 1 & 2
 - Computer Aided Drafting 1 & 2
 - Culinary Arts Exploration
 - Food Service & Culinary Arts 1 & 2
 - 3D Modeling and Design 1 & 2
4. Upon Board request, MATC shall provide the Board with an Organizational Chart, which shall identify, by name, the chain of command of all personnel/individuals in MATC’s Pre-College Education Division.
5. MATC shall provide the following full-time equivalent (FTE) seats for MPS pupils: MATC shall provide a total of 75 full-time equivalent seats per quarter

for MPS pupils. Each student is allowed to enroll in a maximum of three classes per quarter. MATC expressly understands that under no circumstances shall the Board be obligated to make payment for more than said number of seats. MATC shall enroll all MPS pupils, up to the maximum as set forth above, who are referred to and accepted in the MATC Program on a quarterly basis, providing MPS a First Quarter enrollment number by the September State Aid Enrollment Count (Third Friday Count). Should fewer than 75 pupils be enrolled as of the first day of each quarter, the remainder of those FTE's may be released each quarter.

6. MATC shall be responsible for implementing the Summary of Services for all children with disabilities enrolled in the Program as identified by MPS and as described below and MATC shall notify MPS immediately if MATC believes it is unable to do so. Under no circumstances shall MATC unilaterally drop the pupil or unilaterally place the pupil in the Learning Lab or other setting that does not provide instruction as provided in the pupil's Summary of Services.
7. MATC shall implement attendance policy as stipulated by the MATC Attendance Policy, attached as Appendix C, and incorporated herein by reference.
8. Under no circumstances shall MATC unilaterally drop a pupil from the MATC Program for poor attendance or any other reason. If MATC is contemplating dropping a pupil, it shall first contact MPS to discuss the reasons and provide MPS a reasonable opportunity to find an alternate assignment for the pupil or determine, in conjunction with MATC, that the student shall remain at MATC.

B. Discipline.

1. The parties agree that pupils are subject to the MATC Code of Student Conduct, a copy of which is attached as Appendix D and incorporated herein by reference. MATC shall ensure that all pupils and their families are treated fairly and afforded due process in discipline matters.
2. MATC agrees to assist MPS in complying with MPS' obligations under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 *et seq.* and its implementing regulations at 34 C.F.R. §§300.519 – 300.529 pertaining to the discipline of children with disabilities. In the event a child with a disability, as identified in the Summary of Services, violates the MATC Code of Student Conduct, MATC shall immediately notify MPS and the IEP team shall reconvene as required by IDEA.
3. Pupils attending MATC pursuant to this Agreement are subject to MPS disciplinary procedures regarding conduct that may lead to the termination of the pupil's assignment at MATC. Accordingly, MATC must notify MPS within 24 hours of any offense that would constitute conduct that may lead to the termination of the pupil's assignment at MATC. MPS shall then follow its

disciplinary procedure. Verbal notification to both the Director of Family Services and Office of Contracted School Services shall be sufficient for purposes of this section.

C. Admissions.

1. Qualifying Pupils for Program for Children at Risk.

Wis. Stat. § 118.15(1)(b) allows a child at risk, as defined in Wis. Stat. § 118.15(1)(a), aged 16 or over, upon his/her request of the school board and written approval of the pupil's parent or guardian, to attend the district technical college day program which meets the requirements of Wis. Stat. § 118.33 and participation in which will lead to the pupil's high school graduation.

Pupils admitted to the Program for Children at Risk must be in grades 9 through 12 who are at risk of not graduating from high school because they are dropouts as defined under Wis. Stat. § 118.153(1)(b) or meet two or more of the following criteria:

- a. One or more years behind their age group in the number of high school credits attained.
- b. Two or more years behind their age group in basic skill levels.
- c. Habitual truants, as defined in Wis. Stat. § 118.16(1)(a).
- d. Parents.
- e. Adjudicated delinquents, as defined in Wis. Stat. § 938.02(3m).

2. Qualifying Pupils for HSED Program.

In addition to the requirement in Wis. Stat. § 118.15(1)(c)(2), pupil must also meet the following requirements:

- a. Need not be a Child at Risk as defined in Wis. Stat. § 118.153(1)(a), but must be 17 years of age or older and in their fourth year of high school or if the pupil is 18 years old and can participate in Program regardless of year in high school; or
- b. Pupil must be at a 9th grade reading level.

3. Admissions Process.

MATC shall administer the Test for Adult Basic Education (TABE) assessment test prior to pupil enrollment.

- a. Pupils scoring below a 7.9 grade level may be accepted for admittance into MATC AHS Readiness classes and also earn high school credits toward graduation; or
- b. Pupils scoring above a 7.9 grade level will be accepted into the classes earning Carnegie units toward graduation; or
- c. Pupils scoring above a 9.0 grade level, severely credit deficient, and are under seventeen years old will be accepted into the HSED Program.

D. Program Performance Measures.

1. General Requirements. All pupils enrolled at MATC under this Agreement shall be included in the assessment process. MPS will be responsible for providing reasonable accommodations for pupils, if necessary. MATC shall include children with disabilities and English Language Learners (ELL) in all federal, state, district, and local educational assessments, with appropriate modifications, if identified by MPS, where necessary, or alternative assessments for those children who cannot participate in federal, statewide, district-wide or local educational agency-wide assessments.
2. Listed below are seven performance criteria. MPS pupils enrolled at MATC shall be deemed by the Board to have made sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, or the academic performance criteria established by the Board, if MATC meets at least 80% of the following performance criteria:
 - a. 100% of students requiring elective credits will be enrolled in at least one MATC Occupational Technical Course identified in I.A.3.
 - b. 100% of registered students will participate in at least one of the following MATC college activities per school year:
 - MATC Orientation
 - Pre-College Transition Specialist classroom visit
 - MATC tour
 - MATC open house
 - c. The Program will achieve an average daily attendance rate for pupils of at least 70%.
 - d. The Program will graduate at least 85% of the students enrolled during Quarter 1 with at least 16 credits and enrolled during Quarter 3 with at least 19 credits.

e. At least 70% of the pupils currently enrolled in grades 9-12 will earn at least one high school credit at the end of one quarter, two credits at the end of one semester or four credits at the end of one academic year.

f. At least 70% of students registered for at least 45 days will demonstrate improved attendance compared to their previous school. The student's prior school is defined as the last school they were registered at 45 or more days. Students enrolled for less than 45 days will not be included.

g. At least 70% of the students registered for at least 45 days will demonstrate an increase in credits earned compared to their previous school. The student's prior school is defined as the last school they were registered at 45 or more days. Students enrolled for less than 45 days will not be included.

E. Program Reporting Requirements. The Board has many reporting obligations by virtue of running a public school district. To allow the Board to meet those reporting obligations, MATC shall provide the data set forth below in a mutually agreed upon format.

1. Enrollment. MPS will enroll a student in the MATC Emerging Scholars Program if the student has attended each class for which the student is registered at least one time within the first three days of each new quarter. MATC must provide the attendance records that substantiate student's class attendance.
2. Attendance Records. MATC shall provide MPS with the attendance records of pupils attending MATC pursuant to this Agreement on a weekly basis. MATC shall implement an attendance policy as stipulated by the MATC Attendance Policy provided in Appendix B.
3. Adds/Drops: MATC shall notify MPS designee of adds/drops upon completion of the add/drops process.
4. Report Cards: At the conclusion of each quarter, MATC shall provide to MPS pupil performance data.

F. Parental Involvement. MATC shall afford opportunities for parents/guardians to be involved in their child's educational experience through opportunities to attend orientations, open houses, special events/activities, and classroom visits while maintaining open channels for communication.

G. Tuition and Fees. MPS shall be charged the hourly rate of \$9.~~384~~6 (per hour/per pupil) for the 201~~34~~-201~~45~~ school year. This rate is charged to local school districts by the WTCS and is calculated by the WTCS as required by Wisconsin law under Wis. Stat. § 118.15(1). MATC shall not charge tuition to pupils enrolled in the Program for Children at Risk.

H. Transportation, Books and School Nutrition Services. The Board shall provide transportation in accordance with MPS Administrative Policy 4.04, Pupil Transportation Policy.

The Board shall provide meals under the guidelines and standards of the U.S.D.A. National School Breakfast and Lunch Program. MPS will provide textbooks for students enrolling in the MATC Program for students identified as at-risk.

I. Non-discrimination and Other Legal Obligations. It is the policy of Milwaukee Public Schools that, as required by Wis. Stat. § 118.13, no person will be denied admission to any public school or be denied the benefits of, or be discriminated against in any curricular, extracurricular, pupil services, recreational or other program or activity because of the person's sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability.

This policy also prohibits discrimination under related federal statutes, including Title VI of the Civil Rights Act of 1964 (race, color, and national origin), Title IX of the Education Amendments of 1972 (sex), and Section 504 of the Rehabilitation Act of 1973 (disability), and the Americans with Disabilities Act of 1990 (disability).

The Milwaukee Public Schools does not discriminate in its programs, activities, facilities, employment, or education opportunities on the basis of a person's sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or disability.

As applicable, MATC shall comply with all local, state and federal laws, codes, rules and regulations applicable to public schools (e.g., see the following):

1. 42 U.S.C. §2000d *et seq.*, Title VI of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, national origin, and color); and
2. 20 U.S.C. §1681 *et seq.*, Title IX of the Education Amendments of 1972 (prohibiting discrimination on the basis of sex); and
3. 42 U.S.C. §6101 *et seq.*, the Age Discrimination Act of 1975 (prohibiting discrimination on the basis of age); and
4. 29 U.S.C. §794 *et seq.*, Sec. 504 of the Rehabilitation Act of 1973 (prohibiting discrimination on the basis of handicap) and 42 U.S.C. §12101, *et seq.*, the Americans with Disabilities Act; and
5. 20 U.S.C. §1232g, Family Education Rights and Privacy Act (FERPA) (regarding protection of pupil records), and Wis. Stat. §118.125; and
6. 20 U.S.C. §3171 *et seq.*, The Drug-Free School and Communities Act of 1986; and
7. 20 U.S.C. §1400 *et seq.*, Individuals with Disabilities Education Act (IDEA); and
8. 29 U.S.C. §626 *et seq.*, Age Discrimination in Employment Act, Older Worker Benefits Protection Act of 1990; and
9. 29 U.S.C. §201 *et seq.*, Fair Labor Standards Act; and
10. 29 U.S.C. §2601 *et seq.*, Family and Medical Leave Act; and
11. 15 U.S.C. §2641 *et seq.*, Asbestos Hazard Emergency Response Act (AHERA); and
12. 42 U.S.C. §11431 *et seq.*, McKinney-Vento Homeless Assistance Improvements Act of 2001; and

13. All federal and state constitutional guarantees protecting the rights and liberties of individuals, including the right to freedom of religion, expression and association, the right to be free from unreasonable searches and seizures, and the right to equal protection and due process.

Upon request from MPS, MATC shall assist MPS in its implementation of Special Education policies. Information shall be provided to MPS in the form and format to be mutually determined by MATC and the MPS Department of Specialized Services.

J. Health and Safety. MATC shall adhere to all provided MPS policies with regard to health and safety standards. The parties shall make reasonable and good faith efforts to ensure that all pupils attending MATC pursuant to this Agreement comply with all Wisconsin laws regarding immunization. MATC shall comply with all health and safety laws and rules that apply to public institutions.

K. Indemnification. MPS agrees, to the fullest extent permitted by law, including but not limited to Wis. Stat. § 893.80, to indemnify and hold harmless MATC, its Board of Directors, officers, agents or employees, from any and all claims, demands, causes of action and resulting liability, loss, damages, costs and expenses for injury to persons and damages to or loss of physical property to the extent caused by any act or omission of MPS, its employees, agents or officers against liability for damages arising out of their activity under this Agreement, unless such act or omission was at the direction of MATC or its officers, employees, or agents.

MATC agrees, to the fullest extent permitted by law, including but not limited to Wis. Stat. § 893.80 to indemnify and hold harmless MPS, its Board of Directors, officers, agents or employees, from any and all claims, demands, causes of action and resulting liability, loss, damages, costs and expenses for injury to persons and damages to or loss of physical property to the extent caused by any act or omission of MATC, its employees, agents or officers against liability for damages arising out of their activity under this Agreement, unless such act or omission was at the direction of MPS or its officers, employees, or agents.

L. Insurance. Throughout the term of this Agreement, MATC will carry the following insurance:

Workers' Compensation	
Workers' Compensation	Statutory Coverage
Employer's Liability	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 each employee
\$1,000,000 policy limit	
Auto Liability	\$1,000,000 limit
Commercial General Liability	
Bodily Injury/Property Damage	\$1,000,000 per occurrence

\$2,000,000 aggregate
Fire Damage Legal Liability \$1,000,000 each incident
(following form with the umbrella insurance)

Excess Liability Insurance (umbrella) \$5,000,000 per occurrence
\$5,000,000 aggregate

Limited to the terms of this Agreement, the Board is to be named as an additional insured under MATC's Commercial General Liability Insurance for the above-required levels of coverage and other appropriate policies throughout the term of this Agreement and any subsequent renewals thereof. A Certificate of Insurance evidencing the above-required liability limits in the aforementioned insurance categories is required to be provided to the Board before any services are to commence under this Agreement. Said certificate is to include 60-day advance notice prior to change, termination, or cancellation of insurance coverage. Regardless of the levels of coverage indicated on the issued certificates of insurance, MPS acknowledges and understands that actual coverage may be subject to statutory limitations.

II. MILWAUKEE PUBLIC SCHOOL RESPONSIBILITIES

A. Payment. MATC will invoice MPS at the end of each semester. The Board shall make payment within 30 days of a properly submitted invoice. The Board shall not make payment for pupils who are not placed in the Program in accordance with this Agreement, nor for any costs not specifically authorized by this Agreement.

B. District and State Required Assessments. The Board shall provide staff and score any assessments required to be administered to MPS pupils participating in the Program, consistent with MPS Administrative Policy 7.38, Balanced Assessment System. MATC shall provide staff and score any assessments on the Test Adult Basic Education (TABE), to be administered upon enrollment in the MATC 118.15 Program. A copy of Administrative Policy 7.38, Balanced Assessment System, is attached hereto as Appendix F and incorporated herein by reference.

The Board shall pay all costs associated with district-required assessments administered to pupils attending MATC under this Agreement.

C. Waiting List. MPS shall maintain one waiting list throughout the school year that contains the names and phone numbers of all MPS pupils who have applied for admission into MATC and have met the 118.15 Program admission requirements. Pupils shall be admitted from the waiting list on a first come, first served basis. MATC shall be provided with a copy of the waiting list.

D. MPS Diploma. Any pupil who completes a program defined under this Agreement and meets the MPS high school graduation requirements shall receive a diploma issued by MPS.

E. MPS Student Data. MPS shall provide MATC with each pupil's Student Diploma Summary and/or Student Diploma Detail Report, which shall be used by MATC to plan each

pupil's course schedule leading to the pupil's high school graduation from MPS or his/her equivalency diploma.

F. Summary of Services. For each child with a disability, MPS shall provide MATC a Summary of Services, including where applicable, specific services (including behavioral support with documented accommodations and/or modifications) that the pupil needs and MATC is to provide based on MPS's development of a pupil's Individual Education Program (IEP). In the event MATC cannot meet the needs of a child with a disability, as described in the pupil's Summary of Services, the IEP team shall reconvene, as required by the Individuals with Disabilities Act (IDEA), 20 U.S.C. § 1400 *et seq.*, to determine an appropriate placement for the student.

III. TERM AND TERMINATION

A. Term. The term of this Agreement is ~~August~~July 1, 201~~34~~45 to June 30, 201~~45~~45.

B. Agreement Renewal Process. This Agreement may be renewed for subsequent years, based upon performance criteria as agreed upon by MPS and MATC, and MPS' assessment of those criteria. Under no circumstances shall either party be obligated to renew this Agreement.

C. Termination. This Agreement may be terminated before expiration of its term upon any of the following circumstances:

1. Both parties agree in writing to the termination; or
2. Board determines that MATC, or any of its representatives, has violated the provisions of this Agreement, or the regulations governing it; or
3. Board determines that the performance of MATC as measured by the Board, does not warrant continuation of this Agreement; or
4. Board determines that the quality of the administration, staff or services of the Program fall below the standards outlined in this Agreement; or
5. During the term of this Agreement, federal and/or state funds supporting this Agreement are reduced. This Agreement shall automatically terminate in the event the Board fails to appropriate sufficient funds to continue this Agreement; or
6. Board determines that pupils enrolled in the Program have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01 or the academic performance criteria agreed upon by the Board and MATC; or
7. Board determines that MATC has failed to comply with all applicable local, state and federal laws and guidelines.

8. When reasonable, the Board shall provide Contractor with the opportunity to cure such violations or failures.

D. Recovery of Funds. In the event that this Agreement is terminated, the Board shall be entitled to recover all funds advanced to MATC for which MATC has not yet performed services. Such recovery shall be made on a pro rata basis based on the length of the term of this Agreement and the length of time services were performed by MATC. This recovery by the Board shall not be affected by whether MATC has already spent the funds advanced by the Board. The decision of the Board shall be final.

E. Approval of the Milwaukee Board of School Directors. This Agreement is contingent upon the approval of the Milwaukee Board of School Directors and may be amended only upon the written agreement of the Board and MATC.

F. Miscellaneous.

1. Governing law. This Agreement shall be governed by the laws of the State of Wisconsin.
2. Waiver. No waiver of any breach of this Agreement by the Board shall be deemed as a waiver of any other or subsequent breach.
3. Assignment. This Agreement shall not be assigned or delegated by MATC.
4. Severability. In the event any provision of this Agreement is determined to be invalid, unlawful or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall continue to be valid and enforced to the fullest extent permitted by law.
5. Entire Agreement. This Agreement and the attachments hereto constitute the entire agreement and current understanding between the parties. It supersedes and replaces any and all prior agreement between the parties except as referenced and incorporated herein.
6. Order of Priority. In the event there is a conflict between this Agreement or any of its appendices, this Agreement or its appendices shall control, unless otherwise agreed to in writing by both parties.
7. “Board” or “MPS”. Whenever in this Agreement, reference to the “Board” or “MPS” is made, it is understood that such terms are interchangeable and that they may refer to any MPS employee or representative authorized by the Board to act on the Board’s behalf.

IV. APPENDICES

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

- Appendix A: MATC 201~~43~~-201~~45~~ Academic Calendar
- Appendix B: MPS Graduation Requirements
- Appendix C: MATC Attendance Policy
- Appendix D: Disciplinary Procedures: MATC Office of Student Life
- Appendix E: MATC Code of Student Conduct
- Appendix F: MPS Administrative Policy 7.38, Balanced Assessment System

In the event an inconsistency exists between this Agreement and any of its appendices, this Agreement shall be controlling.

**APPROVED:
MILWAUKEE BOARD
OF SCHOOL DIRECTORS**

**APPROVED:
MILWAUKEE AREA TECHNICAL
COLLEGE**

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

GLORIA PITCHFORD-NICHOLAS
Dean, School of Pre-College Education

Date: _____

Date: _____

GREGORY E. THORNTON, Ed.D.
Superintendent of Schools

Date: _____
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