

(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition Number: CR030825  
Contract Number: C026483  
Vendor Number: V023428

MILWAUKEE BOARD OF SCHOOL DIRECTORS  
PROFESSIONAL SERVICES CONTRACT  
FIRST MODIFICATION

On June 17, 2017, the Milwaukee Board of School Directors ("MPS") and Cooperative Educational Service Agency #1 ("Contractor") entered into Professional Services Contract number C026483 ("Contract") with a term of July 1, 2017 through June 30, 2018. The Contract, (¶ 2), provided for two additional one-year extensions upon mutual written consent. As such, the Contract was extended for a second term, from July 1, 2018 through June 30, 2019 ("Year 2"), under the same terms and conditions as set forth in the Contract, except as specifically set forth in the First Extension and Modification ("the First Extension").

In accordance with ¶ 20 of the Contract, the parties modify those terms and conditions identified below.

**MODIFIED TERMS:**

1. Paragraph 1 of the Contract and Paragraph 1 of the First Extension are modified to include the following: "Title ID services of \$44,512.00 at Milwaukee Academy. Title ID contract amounts are based on estimated budget amounts using a formula determined by federal law and guidance from the Wisconsin Department of Public Instruction. Title ID amounts have yet to be approved by the Wisconsin Department of Public Instruction. The amount listed for Title ID services are estimated and the final allocations will be confirmed with CESA once approved by the Wisconsin Department of Public Instruction. Milwaukee Public Schools will not reimburse for Title ID services that exceed the allocations set by the Wisconsin Department of Public Instruction. "Exhibit A" attached hereto is hereby made part of this Contract and Contractor agrees to abide by all the terms and conditions therein."
2. Paragraph 3 of the Contract and Paragraph 1 of the First Extension are modified as follows: "Total Compensation under this Contract for the period of July 1 2018 through June 30, 2019 ("Year 2"), shall not exceed \$68,264.42," is deleted and replaced with, "Total Compensation under this Contract for the period of July 1 2018 through June 30, 2019 ("Year 2"), shall not exceed \$112,776.42."

CONTRACTOR

By: *Mary Flanagan*

Date: 12/5/18

Cooperative Educational Service Agency #1  
N25 W23131 Paul Road, Suite 100  
Pewaukee, WI 53072  
(262) 787-9500

Tax ID: XXXXXXXXXX

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: *Adria D. Maddaleni*  
*Adria D. Maddaleni, J.D.*  
*Director, Procurement & Risk Management*

Date: 1/17/19

By: *Keith P. Posley*  
*Keith P. Posley, Ed.D.*  
*Superintendent of Schools*

Date: 1/23/19

Budget code(s):

GOE-0-I-9A9-KY-ECTS \$44,512.00  
SCF-0-0-CTG-DW-ECTS \$13,400.00  
GOE-0-I-1N8-1S-ECTV \$17,115.64  
MSS-0-S-T28-1S-ECTS \$1,596.73  
MSS-0-S-4B8-1S-ECTS \$152.05  
GOE-0-I-9A8-57-ECTS \$12,000.00  
GOE-0-I-9A8-7A-ECTS \$24,000.00

By: 

Mark A. Sain, President  
Milwaukee Board of School Directors

Date: 2-1-19

Board Approval Date: 11/29/18

Reviewed By:   
Risk Management

Date: 2-11-19

## EXHIBIT A

### AGREEMENT BETWEEN THE MILWAUKEE BOARD OF SCHOOL DIRECTORS AND CESA #1 & ST. ROSE YOUTH AND FAMILY CENTER FOR TITLE I, PART D, SUBPART 2 SERVICES

**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 CESA#1, N25 W23131 Paul Road, Suite 100, Pewaukee, Wisconsin 53072 & St. Rose Youth and Family Center, 3801 North 88<sup>th</sup> Street, Milwaukee, Wisconsin 53222.

**WHEREAS**, MPS is the designated LEA for Title I, Part D, Subpart 2 services at St. Rose Youth and Family Center.

**WHEREAS**, pursuant to Wis. Stat. 116.01, Cooperative Educational Service Agencies (CESA), are designed to serve educational needs in all areas of Wisconsin by serving as a link both between school districts and between school districts and the state.

**WHEREAS**, CESA may in its name enter into contracts pursuant to Wis. Stat. 116.015.

**WHEREAS**, MPS identifies CESA #1 as the third party grant administrator for St. Rose Youth and Family Center.

**WHEREAS**, St. Rose Youth and Family Center is an agency that provides instruction and continuity of services for a population of neglected and/or delinquent children while in the residential facility.

**WHEREAS**, a school district that has a residential institution within its boundaries is always recognized by the federal government as the official fiscal agent to be notified of Title I, Part D funds.

**WHEREAS**, the Board has identified CESA #1 as the third party grant administrator at St. Rose Youth and Family Center, and has identified St. Rose Youth and Family Center as the institution providing Title I, Part D services.

**WHEREAS**, the Board on June 28, 2018 approved this Agreement and authorized the Board President and the Superintendent to execute this Contract under the following terms and conditions:

#### **I. CESA #1 RESPONSIBILITIES**

- A. Instructional Staff: CESA #1 shall act as the employer of record for certified instructor(s), as needed, to support math and/or reading content areas. Instructor(s) will be familiar with practices for working in alternative settings or with students with special education needs.

- B. **Instructional Resources and Materials:** When budgetary funding permits, CESA #1 shall provide materials to supplement, not supplant, learning materials provided to students identified most at risk of failing in the facility. Materials shall specifically address learning deficiencies in the reading and math content areas and will be geared to each pupil's individual needs.
- C. **Transition Resources:** Materials and resources will address the need to complete high school and earn a diploma as well as assist students in building skills and equipping them to transition from the facility to another placement, if applicable.
- D. **Individuals Instruction or Small Group Instruction:** Title I-D teachers shall work with identified individual students or small groups of students in order to meet their learning needs and shall use age and skill level appropriate materials. St. Rose Youth and Family Center shall work with the school districts to ensure that special education students have a valid IEP and it is properly implemented.
- E. **Assessments:** CESA#1 instructor shall use facility provided, research-based, assessment tools. Each student will be assessed to identify individual need for additional reading and/or mathematics services. Instructional needs and services to be provided will be determined based on pre and post assessment data.
- F. **Professional Development:** Title I-D staff will be provided with the opportunity to attend professional development workshops and conferences relating directly to improving the effectiveness of instructional methods and resources. Professional development is based on staff needs and may include on-site in-service opportunities and/or conferences or workshops provided by a recognized external provider.
- F. **Employee Evaluation:** CESA#1 will engage in the supervision and evaluation of CESA #1 employees using a professionally approved evaluation system.
- G. **Forms Completion:** CESA #1 shall assist with completion of Neglected and Delinquent Program Application for Funding, submit timely fiscal reports for budgeting purposes and invoicing to MPS, and provide required reports at the end of the fiscal year to MPS.
- H. **Assurances:** CESA #1 will guarantee that they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by a federal department or agency.

## **II. ST. ROSE YOUTH AND FAMILY CENTER RESPONSIBILITIES**

- A. St. Rose Youth and Family Center shall be held to all applicable parts of the "Assurances" of the Title I, Part D, Subpart 2, Neglected and Delinquent Program Application, which is attached and incorporated into this Agreement as Appendix A and includes, but is not limited to, the following program services to neglected and/or delinquent youth:

1. Where feasible, ensure educational programs in juvenile facilities are coordinated with the student's home school, particularly with respect to students with special education needs with an individualized education program (IEP).
2. Notify MPS if a Milwaukee resident youth is identified as in need of special education services while in the facility.
3. Where feasible, provide transition assistance to help the youth stay in school, including coordination of services for counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling.
4. Provide support programs which encourage youth to stay in school and provide the skills necessary to be successful in school.
5. Work to ensure such facilities are staffed with teachers and other qualified staff who are trained to work with children with disabilities and other students with special needs, taking into consideration the unique needs of such children and students.
6. Use, to the extent possible, technology to assist in coordinating educational programs between the juvenile facility and the community school.
7. Where feasible, involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities.
8. Coordinate funds and programs received under this program with other local, state, and federal funds available to provide services to participating youth.
9. Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.
10. If appropriate, work with local businesses to develop training and mentoring programs for participating youth.

### **III. MPS' RESPONSIBILITIES:**

- A. MPS shall be held to all applicable parts of the "Assurances" of the Title I, Part D, Subpart 2, Neglected and Delinquent Program Application, which is attached and incorporated into this Agreement as Appendix A which includes but is not limited to the following:

1. MPS shall require the entity and its principals involved in any subtier covered transaction paid through federal funds, that requires such certification, to ensure it/they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by a federal department or agency.
2. MPS, as the LEA, will evaluate its program periodically to assess its progress toward achieving its goals and objectives and use its evaluation results to refine, improve, and strengthen its program and to refine its goals and objectives as appropriate.
3. MPS, as the LEA, shall submit to the department such information, and at such intervals, that the Department of Public Instruction (DPI) requires to complete state and/or federal reports.
4. MPS shall cooperate in carrying out any evaluation of this program conducted by or for the state education agency, the secretary, or other federal officials.
5. MPS shall comply with civil rights and nondiscrimination requirement provisions and equal opportunities to participate for all eligible students, teachers, and other program beneficiaries.
6. MPS shall use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal funds received and distributed under this program.
7. MPS shall (a) make reports to DPI and the U.S. Secretary of Education as may be necessary to enable the state and federal departments to perform their duties under this program; and (b) maintain records, provide information, and afford access to the records, as the department or the U.S. Secretary of Education may find necessary to carry out their duties.
8. MPS shall file financial reports and claims for reimbursement in accordance with procedures prescribed by DPI.
9. No board or staff member of MPS shall participate in, or make recommendations with respect to, an administrative decision regarding a program or project if such decision can be expected to result in any benefit or remuneration, such as a royalty, commission, contingent fee, brokerage fee, consultant fee, or other benefit to him or her or any member of his/her immediate family.
10. MPS agrees that before the plan was submitted, MPS afforded a reasonable opportunity for consultation on the plan and has considered such comment.
11. MPS shall adopt and use proper methods of administering such program, including (a) the enforcement of any obligations imposed by law or agencies, institutions, organizations, and other recipients responsible for carrying out each

program; or (b) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.

12. MPS shall administer such funds and property to the extent required by the authorizing statutes.
13. MPS, as the LEA, assures it will administer in accordance with applicable statutes, regulations, program plans and budgets, the funds under Title I, Part D.

#### **IV. MUTUAL OBLIGATIONS OF ALL PARTIES TO THIS AGREEMENT**

A. All parties mutually agree to be held to all applicable parts, sections, attachments of the Title I, Part D, Subpart 2, Neglected and Delinquent Program Application, which is attached and incorporated into this Agreement as Appendix A which include but is not limited to the following:

1. The programs and services provided under this grant will be used to address the needs set forth in the application and fiscal related information will be provided within the fiscal year timelines established for new, reapplying, and/or continuing programs.
2. The programs and services provided with federal funds under this grant will be operated so as not to discriminate on the basis of age, gender, race, national origin, ancestry, religion, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disabilities.
3. Administration of the program, activities, and services covered by this application will be in accordance with all applicable state and federal statutes, regulations, and the approved application.
4. The activities and programs that will be performed under this grant will be used to supplement services and not supplant funds from non-federal sources.
5. That each agency receiving funds under this grant shall use these funds only to supplement, and not to supplant, state and local funds that, in the absence of such funds, would otherwise be spent for activities under this section.

#### **V. TERM AND TERMINATION**

A. Term. The term of this Contract is July 01, 2018 to June 30, 2019.

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

1. Parties agree in writing to the termination; or

2. Board determines that CESA #1 and/or St. Rose Youth and Family Center or any of their representatives, has violated the provisions of this Agreement, or the regulations governing it; or
3. Board determines that the performance of CESA #1 or St. Rose Youth and Family Center 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 Program fall below the standards outlines in this Contract or the regulations governing it; 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 sufficient funds are not appropriated to continue this Agreement; or
6. Board determines that CESA #1 or St. Rose Youth and Family Center has failed to comply with all applicable local, state and federal laws and guidelines, and with generally accepted accounting principles and standards, including applicable categorical and/or grant guidelines and financial standards.



**VI. APPENDICES**

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

Appendix A: Title I, Part D, Subpart 2, Neglected and Delinquent Program Application

**APPROVED:  
MILWAUKEE BOARD  
OF SCHOOL DIRECTORS**

**APPROVED:  
CESA #1**

\_\_\_\_\_  
MARK SAIN, President  
Milwaukee Board of School Directors

\_\_\_\_\_  
Name Printed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**MILWAUKEE PUBLIC SCHOOLS**

**ST. ROSE YOUTH AND  
FAMILY CENTER**

\_\_\_\_\_  
Keith P. Posley, Ed.D.  
Superintendent of Schools Milwaukee  
Public School District

\_\_\_\_\_  
Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_  
1034-2012-2478:186319

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

**AGREEMENT BETWEEN THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
AND CESA #1 & ST. CHARLES YOUTH AND FAMILY CENTER  
FOR TITLE I, PART D, SUBPART 2 SERVICES**

**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 CESA#1, N25 W23131 Paul Road, Suite 100, Pewaukee, Wisconsin 53072 & St. Charles Youth and Family Center, FOCUS Program, 151 S. 84<sup>th</sup> Street, Milwaukee, Wisconsin 53214.

**WHEREAS**, MPS is the designated LEA for Title I, Part D, Subpart 2 services at St. Charles Youth and Family Center.

**WHEREAS**, pursuant to Wis. Stat. 116.01, Cooperative Educational Service Agencies (CESA), are designed to serve educational needs in all areas of Wisconsin by serving as a link both between school districts and between school districts and the state.

**WHEREAS**, CESA may in its name enter into contracts pursuant to Wis. Stat. 116.015.

**WHEREAS**, MPS identifies CESA #1 as the third party grant administrator for St. Charles Youth and Family Center.

**WHEREAS**, St. Charles Youth and Family Center is an agency that provides instruction and continuity of services for a population of neglected and/or delinquent children while in the residential facility.

**WHEREAS**, a district that has a residential institution within its boundaries is always recognized by the federal government as the official fiscal agent to be notified of Title I, Part D funds.

**WHEREAS**, the Board has identified CESA #1 as the third party grant administrator at St. Charles Youth and Family Center, and has identified St. Charles Youth and Family Center as the institution providing Title I, Part D services.

**WHEREAS**, the Board on June 28, 2018 approved this Agreement and authorized the Board President and the Superintendent to execute this Contract under the following terms and conditions:

**I. CESA #1 RESPONSIBILITIES**

- A. Instructional Staff: CESA #1 shall act as the employer of record for certified instructor(s), as needed, to support math and/or reading content areas. Instructor(s) will be familiar with practices for working in alternative settings or with students with special education needs.

- B. **Instructional Resources and Materials:** When budgetary funding permits, CESA #1 shall provide materials to supplement, not supplant, learning materials provided to students identified most at risk of failing in the facility. Materials shall specifically address learning deficiencies in the reading and math content areas and will be geared to each pupil's individual needs.
- C. **Transition Resources:** Materials and resources will address the need to complete high school and earn a diploma as well as assist students in building skills and equipping them to transition from the facility to another placement, if applicable.
- D. **Individuals Instruction or Small Group Instruction:** Title I-D teachers shall work with identified individual students or small groups of students in order to meet their learning needs and shall use age and skill level appropriate materials. St. Charles Youth and Family Center shall work with the school districts to ensure that special education students have a valid IEP and it is properly implemented.
- E. **Assessments:** CESA#1 instructor shall use facility provided, research-based, assessment tools. Each student will be assessed to identify individual need for additional reading and/or mathematics services. Instructional needs and services to be provided will be determined based on pre and post assessment data.
- F. **Professional Development:** Title I-D staff will be provided with the opportunity to attend professional development workshops and conferences relating directly to improving the effectiveness of instructional methods and resources. Professional development is based on staff needs and may include on-site in-service opportunities and/or conferences or workshops provided by a recognized external provider.
- F. **Employee Evaluation:** CESA#1 will engage in the supervision and evaluation of CESA #1 employees using a professionally approved evaluation system.
- G. **Forms Completion:** CESA #1 shall assist with completion of Neglected and Delinquent Program Application for Funding, submit timely fiscal reports for budgeting purposes and invoicing to MPS, and provide required reports at the end of the fiscal year to MPS.
- H. **Assurances:** CESA #1 will guarantee that they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by a federal department or agency.

## **II. ST. CHARLES YOUTH AND FAMILY CENTER RESPONSIBILITIES**

- A. St. Charles Youth and Family Center shall be held to all applicable parts of the "Assurances" of the Title I, Part D, Subpart 2, Neglected and Delinquent Program Application, which is attached and incorporated into this Agreement as Appendix A and includes, but is not limited to, the following program services to neglected and/or delinquent youth:

1. Where feasible, ensure educational programs in juvenile facilities are coordinated with the student's home school, particularly with respect to students with special education needs with an individualized education program (IEP).
2. Notify MPS if a Milwaukee resident youth is identified as in need of special education services while in the facility.
3. Where feasible, provide transition assistance to help the youth stay in school, including coordination of services for counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling.
4. Provide support programs which encourage youth to stay in school and provide the skills necessary to be successful in school.
5. Work to ensure such facilities are staffed with teachers and other qualified staff who are trained to work with children with disabilities and other students with special needs, taking into consideration the unique needs of such children and students.
6. Use, to the extent possible, technology to assist in coordinating educational programs between the juvenile facility and the community school.
7. Where feasible, involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities.
8. Coordinate funds and programs received under this program with other local, state, and federal funds available to provide services to participating youth.
9. Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.
10. If appropriate, work with local businesses to develop training and mentoring programs for participating youth.

### **III. MPS' RESPONSIBILITIES:**

- A. MPS shall be held to all applicable parts of the "Assurances" of the Title I, Part D, Subpart 2, Neglected and Delinquent Program Application, which is attached and incorporated into this Agreement as Appendix A which includes but is not limited to the following:
  1. MPS shall require the entity and its principals involved in any subtier covered transaction paid through federal funds, that requires such certification, to ensure

it/they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by a federal department or agency.

2. MPS, as the LEA, will evaluate its program periodically to assess its progress toward achieving its goals and objectives and use its evaluation results to refine, improve, and strengthen its program and to refine its goals and objectives as appropriate.
3. MPS, as the LEA, shall submit to the department such information, and at such intervals, that the Department of Public Instruction (DPI) requires to complete state and/or federal reports.
4. MPS shall cooperate in carrying out any evaluation of this program conducted by or for the state education agency, the secretary, or other federal officials.
5. MPS shall comply with civil rights and nondiscrimination requirement provisions and equal opportunities to participate for all eligible students, teachers, and other program beneficiaries.
6. MPS shall use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal funds received and distributed under this program.
7. MPS shall (a) make reports to DPI and the U.S. Secretary of Education as may be necessary to enable the state and federal departments to perform their duties under this program; and (b) maintain records, provide information, and afford access to the records, as the department or the U.S. Secretary of Education may find necessary to carry out their duties.
8. MPS shall file financial reports and claims for reimbursement in accordance with procedures prescribed by DPI.
9. No board or staff member of MPS shall participate in, or make recommendations with respect to, an administrative decision regarding a program or project if such decision can be expected to result in any benefit or remuneration, such as a royalty, commission, contingent fee, brokerage fee, consultant fee, or other benefit to him or her or any member of his/her immediate family.
10. MPS agrees that before the plan was submitted, MPS afforded a reasonable opportunity for consultation on the plan and has considered such comment.
11. MPS shall adopt and use proper methods of administering such program, including (a) the enforcement of any obligations imposed by law or agencies, institutions, organizations, and other recipients responsible for carrying out each program; or (b) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.

12. MPS shall administer such funds and property to the extent required by the authorizing statutes.
13. MPS, as the LEA, assures it will administer in accordance with applicable statutes, regulations, program plans and budgets, the funds under Title I, Part D.

#### **IV. MUTUAL OBLIGATIONS OF ALL PARTIES TO THIS AGREEMENT**

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3. Administration of the program, activities, and services covered by this application will be in accordance with all applicable state and federal statutes, regulations, and the approved application.
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1. Parties agree in writing to the termination; or

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3. Board determines that the performance of CESA #1 or St. Charles Youth and Family Center 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 Program fall below the standards outlines in this Contract or the regulations governing it; 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 sufficient funds are not appropriated to continue this Agreement; or
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**APPROVED:  
MILWAUKEE BOARD  
OF SCHOOL DIRECTORS**

**APPROVED:  
CESA #1**

\_\_\_\_\_  
MARK SAIN, President  
Milwaukee Board of School Directors

\_\_\_\_\_  
Name Printed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**MILWAUKEE PUBLIC SCHOOLS**

**ST. CHARLES YOUTH AND  
FAMILY CENTER**

\_\_\_\_\_  
Keith P. Posley, Ed.D.  
Superintendent of Schools Milwaukee  
Public School District

\_\_\_\_\_  
Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_  
1034-2012-2478:186319

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



**AGREEMENT BETWEEN THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
AND CESA #1 & MILWAUKEE ACADEMY  
FOR TITLE I, PART D, SUBPART 2 SERVICES**

**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 CESA#1, N25 W23131 Paul Road, Suite 100, Pewaukee, Wisconsin 53072 & Milwaukee Academy, 8901 West Capitol Drive, Milwaukee, Wisconsin 53222.

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students at the facility. Materials shall specifically address learning deficiencies in the reading and math content areas and instruction will be designed for each pupil's individual needs.

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- G. Forms Completion: CESA #1 shall assist with completion of Neglected and Delinquent Program Application for Funding, submit timely fiscal reports for budgeting purposes and invoicing to MPS, and provide required reports at the end of the fiscal year to MPS.
- H. Assurances: CESA#1 will guarantee that they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by a federal department or agency.

## II. MILWAUKEE ACADEMY RESPONSIBILITIES

- A. Milwaukee Academy shall be held to all applicable parts of the "Assurances" of the Title I, Part D, Subpart 2, Neglected and Delinquent Program Application, which is attached and incorporated into this Agreement as Appendix A and includes, but is not limited to, the following program services to neglected and/or delinquent youth:
  - 1. Where feasible, ensure educational programs in juvenile facilities are coordinated with the student's home school, particularly with respect to students with special education needs with an individualized education program (IEP).

2. Notify MPS if a Milwaukee resident youth is identified as in need of special education services while in the facility.
3. Where feasible, provide transition assistance to help the youth stay in school, including coordination of services for counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling.
4. Provide support programs which encourage youth to stay in school and provide the skills necessary to be successful in school.
5. Work to ensure such facilities are staffed with teachers and other qualified staff who are trained to work with children with disabilities and other students with special needs, taking into consideration the unique needs of such children and students.
6. Use, to the extent possible, technology to assist in coordinating educational programs between the juvenile facility and the community school.
7. Where feasible, involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities.
8. Coordinate funds and programs received under this program with other local, state, and federal funds available to provide services to participating youth.
9. Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.
10. If appropriate, work with local businesses to develop training and mentoring programs for participating youth.

### **III. MPS' RESPONSIBILITIES:**

- A. MPS shall be held to all applicable parts of the "Assurances" of the Title I, Part D, Subpart 2, Neglected and Delinquent Program Application, which is attached and incorporated into this Agreement as Appendix A which includes but is not limited to the following:
  1. MPS shall require the entity and its principals involved in any subtier covered transaction paid through federal funds, that requires such certification, to ensure it/they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by a federal department or agency.

2. MPS, as the LEA, will evaluate its program periodically to assess its progress toward achieving its goals and objectives and use its evaluation results to refine, improve, and strengthen its program and to refine its goals and objectives as appropriate.
3. MPS, as the LEA, shall submit to the department such information, and at such intervals, that the Department of Public Instruction (DPI) requires to complete state and/or federal reports.
4. MPS shall cooperate in carrying out any evaluation of this program conducted by or for the state education agency, the secretary, or other federal officials.
5. MPS shall comply with civil rights and nondiscrimination requirement provisions and equal opportunities to participate for all eligible students, teachers, and other program beneficiaries.
6. MPS shall use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal funds received and distributed under this program.
7. MPS shall (a) make reports to DPI and the U.S. Secretary of Education as may be necessary to enable the state and federal departments to perform their duties under this program; and (b) maintain records, provide information, and afford access to the records, as the department or the U.S. Secretary of Education may find necessary to carry out their duties.
8. MPS shall file financial reports and claims for reimbursement in accordance with procedures prescribed by DPI.
9. No board or staff member of MPS shall participate in, or make recommendations with respect to, an administrative decision regarding a program or project if such decision can be expected to result in any benefit or remuneration, such as a royalty, commission, contingent fee, brokerage fee, consultant fee, or other benefit to him or her or any member of his/her immediate family.
10. MPS agrees that before the plan was submitted, MPS afforded a reasonable opportunity for consultation on the plan and has considered such comment.
11. MPS shall adopt and use proper methods of administering such program, including (a) the enforcement of any obligations imposed by law or agencies, institutions, organizations, and other recipients responsible for carrying out each program; or (b) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.

12. MPS shall administer such funds and property to the extent required by the authorizing statutes.
13. MPS, as the LEA, assures it will administer in accordance with applicable statutes, regulations, program plans and budgets, the funds under Title I, Part D.

#### **IV. MUTUAL OBLIGATIONS OF ALL PARTIES TO THIS AGREEMENT**

A. All parties mutually agree to be held to all applicable parts, sections, attachments of the Title I, Part D, Subpart 2, Neglected and Delinquent Program Application, which is attached and incorporated into this Agreement as Appendix A which include but is not limited to the following:

1. The programs and services provided under this grant will be used to address the needs set forth in the application and fiscal related information will be provided within the fiscal year timelines established for new, reapplying, and/or continuing programs.
2. The programs and services provided with federal funds under this grant will be operated so as not to discriminate on the basis of age, gender, race, national origin, ancestry, religion, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disabilities.
3. Administration of the program, activities, and services covered by this application will be in accordance with all applicable state and federal statutes, regulations, and the approved application.
4. The activities and programs that will be performed under this grant will be used to supplement services and not supplant funds from non-federal sources.
5. That each agency receiving funds under this grant shall use these funds only to supplement, and not to supplant, state and local funds that, in the absence of such funds, would otherwise be spent for activities under this section.

#### **V. TERM AND TERMINATION**

- A. Term. The term of this Contract is July 01, 2018 to June 30, 2019.
- B. Termination. This contract may be terminated before expiration of its term upon any of the following circumstances:
  1. Parties agree in writing to the termination; or

2. Board determines that CESA #1 and/or Milwaukee Academy, or any of their representatives, has violated the provisions of this Agreement, or the regulations governing it; or
3. Board determines that the performance of CESA #1 or Milwaukee Academy, 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 Program fall below the standards outlines in this Contract or the regulations governing it; 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 sufficient funds are not appropriated to continue this Agreement; or
6. Board determines that CESA #1 or Milwaukee Academy has failed to comply with all applicable local, state and federal laws and guidelines, and with generally accepted accounting principles and standards, including applicable categorical and/or grant guidelines and financial standards.

**VI. APPENDICES**

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

Appendix A: Title I, Part D, Subpart 2, Neglected and Delinquent Program Application

**APPROVED:  
MILWAUKEE BOARD  
OF SCHOOL DIRECTORS**

**APPROVED:  
CESA #1**

\_\_\_\_\_  
MARK SAIN, President  
Milwaukee Board of School Directors

\_\_\_\_\_  
Name Printed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**MILWAUKEE PUBLIC SCHOOLS**

**MILWAUKEE ACADEMY**

\_\_\_\_\_  
Keith P. Posley, Ed.D.  
Superintendent of Schools Milwaukee  
Public School District

\_\_\_\_\_  
Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_  
1034-2012-2478:186319

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