

**MILWAUKEE BOARD OF SCHOOL DIRECTORS  
PROFESSIONAL SERVICES CONTRACT**

This Contract is being entered into this 29th day of May, 2020, by and between **Cooperative Educational Service Agency #1** (“Contractor” or “CESA #1”) and Milwaukee Board of School Directors (“MPS”).

**WHEREAS**, Contractor has been designated to serve educational needs in all areas of Wisconsin by serving as a link between school districts and the state; by providing services to school directors, University of Wisconsin Institutions, and technical colleges; and by facilitating communication and cooperation among all public and private schools, agencies, and organizations that provide services to pupils as provided in Chapter 116, Wisconsin Statutes.

**NOW, THEREFORE**, Contractor agrees to provide to MPS education related services per the scope of services below to be performed by legally qualified personnel.

**1. SCOPE OF SERVICES**

Contractor shall specifically perform the following tasks:

This Contract includes the items summarized in Exhibits A and B, including the appendices thereto; the basic CESA #1 membership fee of \$12,500; a basic service flat fee of \$900; Title ID services of \$12,925.00 for Bakari Center; Title IIA services of \$1365.27, Title IVA services of \$920.71 and Title ID services of \$37,721.51 for Milwaukee Academy. Title IA services of \$5,319.46, Title IIA services of \$478.76, Title IVA services of \$324.96 and Title ID services of \$13,987.96 for St. Rose Youth & Family Center (“St. Rose”); Title IA services of \$13,298.63, Title IIA services of \$1,204.65, Title IVA services of \$812.39 and Title ID services of \$32,970.63 for St. Charles Youth & Family Services Focus Program (“St. Charles”). The Title IA, IIA, IVA and ID contract amounts are based on estimated preliminary budget amounts using a formula determined by federal law and guidance from the Wisconsin Department of Public Instruction (WI DPI). The amounts will be updated once final allocation and carryover determination is confirmed by WI DPI. This could result in the allocation increasing or decreasing. Services at the sites are dependent on an approved application with funding for each site. If a site is not approved for funding, no services will be provided and no payment will be made for that site.

Title IA & IIA services include: Contractor will be the third party provider for Title IA services to St. Rose and St. Charles. These services are provided in a targeted assistance model to student most at risk of failing. Title IA services include instructional support in reading and mathematics. Title IIA services include professional development aligned to Title IIA federal and state guidance. The Title IIA professional development is for teachers at Milwaukee Academy, St. Rose and St. Charles.

Title ID services include all services detailed in the Title I, Part D, Subpart 2 – Neglected and Delinquent Program Application attached as Appendix A to Exhibits A and B with Bakari Center, Milwaukee Academy, St. Rose and St. Charles, including the following:

- a. **Instructional Staff:** Contractor 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, Contractor 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. **Individual Instruction or Small Group Instruction:** Contractor’s instructors shall work with identified individual students or small groups of students to meet their learning needs and shall use age and skill level appropriate materials. When applicable, St. Rose and St. Charles shall work with MPS to ensure that special education students have a valid IEP and the IEP is properly implemented.
- e. **Assessments:** Contractor’s instructor(s) 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:** Contractor’s instructors will be provided 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.

- g. Forms Completion: Contractor will assist with completion of the Appendix A (Neglected and Delinquent Program Application for Funding), submit timely fiscal reports for budgeting purposes and invoicing to MPS, and provide Program Evaluation Summaries at the end of the fiscal year to MPS.

Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract. Contractor will engage in the supervision and evaluation of its employees providing services hereunder. Contractor agrees to make payments to the personnel providing the services and to remit to the authorized governmental or private agencies such amounts for which salary reductions are required or authorized, including, but not limited to, the Federal Insurance Contribution Act and Chapter 40, Wisconsin Statutes.

## 2. TERM

This Contract shall be in effect from July 1, 2020 through June 30, 2021, with the possibility of two additional one-year extensions upon the mutual written agreement of the parties.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

## 3. COMPENSATION

Total compensation under this Contract shall not exceed \$134,729.93.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved.

The Invoice for the CESA membership and service flat fee shall be submitted to:

Milwaukee Public Schools  
Attn: Shelley Perkins, ESEA Manager  
5225 W. Vliet Street  
Milwaukee, WI 53208

Invoices for Title services shall be submitted to:

Milwaukee Public Schools  
Attn: Shelley Perkins, ESEA Manager  
5225 W. Vliet Street  
Milwaukee, WI 53208

Contractor shall submit a budget detail for Title services to MPS by July 14, 2020 and update as needed during the Term. Spending must be aligned with the approved budget. For Title services, an invoice shall be submitted by Contractor at least twice per year, once in January for the first semester of services and the second in July. The final invoice is due no later than July 15, 2021.

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

## 4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

## 5. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

#### **6. INDEMNITY**

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

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

#### **7. BACKGROUND CHECKS**

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at [564@milwaukee.k12.wi.us](mailto:564@milwaukee.k12.wi.us)), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not been subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

#### **8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY**

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

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

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence

General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

#### **9. SHIPPING /TAXES**

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Director Textbook Contract, found on the Milwaukee Public Schools portal (<http://mpsportal.milwaukee.k12.wi.us>) which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

#### **10. IRREPARABLE HARM**

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

#### **11. TERMINATION BY CONTRACTOR**

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

#### **12. TERMINATION BY MPS - BREACH BY CONTRACTOR**

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

#### **13. TERMINATION BY MPS**

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

#### **14. INDEPENDENT CONTRACTOR**

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control

over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

#### **15. ASSIGNMENT LIMITATION**

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

#### **16. PROHIBITED PRACTICES**

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

#### **17. LIVING WAGE REQUIREMENT**

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

#### **18. NOTICES**

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

#### **19. WAIVER**

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

#### **20. INTEGRATION / SEVERABILITY**

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

#### **21. CHOICE OF LAW & FORUM**

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

#### **22. TIMING**

Time is of the essence in this Contract.

#### **23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

#### **24. FORCE MAJEURE**

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

#### **25. STUDENT DATA**

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

#### **26. NON-DISCLOSURE**

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

#### **27. MPS LOGO/PUBLICITY**

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

#### **28. ORDER OF PRIORITY**

Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

**29. PUBLIC RECORDS**

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

**30. CONTRACT COMPLIANCE REQUIREMENT**

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 0 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V023428)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: Mary J. Saugen  
Authorized Representative

By: Adria D. Maddaleni  
Adria D. Maddaleni, J.D., M.S.Ed., SPHR  
Director, Procurement and Risk Management

Date: 6/4/20

Date: 6/11/2020

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

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

Date: 6/22/2020

SSN / FEIN: 

By: Larry Miller  
Larry Miller, President  
Milwaukee Board of School Directors

Date: 7/1/20

**For Office Use Only**

<b>Estimated Allocation for CESA Service Fees:</b>		
SCF-0-0-CTG-DW-ECTS	The Basic CESA Membership Fee	\$12,500
SCF-0-0-CTG-DW-ECTS	A Basic Service Flat Fee	\$ 900
<b>Total</b>		<b>\$13,400</b>

<b>Estimated Allocation for CESA Services at Milwaukee Academy</b>		
GOE-0-I-9A1-KY-ECTS	Title ID	\$37,721.51
MSS-0-S-T21-1S-ECTS	Title IIA	\$ 1,365.27
MSS-0-S-4B1-1S-ECTS	Title IVA	\$ 920.71
<b>Total</b>		<b>40,007.49</b>

<b>Estimated Allocation for CESA Services at St. Charles Youth &amp; Family Services</b>		
GOE-0-I-9A1-25-ECTS	Title ID	\$32,970.63
GOE-0-I-1N1-1S-ECTV	Title IA	\$13,298.63
MSS-0-S-T21-1S-ECTS	Title IIA	\$1,204.65
MSS-0-S-4B1-1S-ECTS	Title IVA	\$812.39
<b>Total</b>		<b>\$48,286.30</b>

<b>Estimated Allocation for CESA Services at St. Rose Youth &amp; Family</b>		
GOE-0-I-9A1-57-ECTS	Title ID	\$13,987.96
GOE-0-I-1N1-1S-ECTV	Title IA	\$5,319.46
MSS-0-S-T21-1S-ECTS	Title IIA	\$478.76
MSS-0-S-4B1-1S-ECTS	Title IVA	\$324.96
<b>Total</b>		<b>\$20,111.14</b>

<b>Estimated Allocation for CESA Services at Bakari Center</b>		
GOE-0-I-9A1-5A-ECTS	Title ID	\$12,925.00
<b>Total</b>		<b>\$12,925.00</b>

<b>Cooperative Education Service Agency (CESA) CONTRACT NOT TO EXCEED</b>	<b>\$134,729.93</b>
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Reviewed by Risk Management:

By: \_\_\_\_\_

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



## Exhibit #1

### AGREEMENT BETWEEN THE MILWAUKEE BOARD OF SCHOOL DIRECTORS AND CESA #1 & BAKARI 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 & Bakari Center, 4777 North 32<sup>nd</sup> Street, Milwaukee, Wisconsin 53209.

**WHEREAS**, MPS is the designated LEA for Title I, Part D, Subpart 2 services at Milwaukee Academy.

**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 Bakari Center.

**WHEREAS**, Bakari 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 Milwaukee Public Schools, and has identified Bakari Center as the institution providing Title I, Part D services.

**WHEREAS**, the Board on May 29, 2020 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 identified 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.

- 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. Milwaukee Academy 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. BAKARI CENTER RESPONSIBILITIES**

- A. Bakari 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, 2020 to June 30, 2021.

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 Bakari 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 Bakari 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 Bakari 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.