

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

**AGREEMENT BETWEEN THE MILWAUKEE BOARD OF SCHOOL DIRECTORS &
MILWAUKEE COUNTY YOUTH EDUCATION 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 Milwaukee County Youth Education Center, 949 N 9th St., Milwaukee, Wisconsin 53233.

WHEREAS, MPS is the designated LEA for Title I, Part D, Subpart 2 services at Milwaukee County Youth Education Center.

WHEREAS, Milwaukee County Youth Education Center provides instruction and continuity of services for a population of Milwaukee County Jail inmates ages 12-20 — and up to age 21 if in special education — giving them the opportunity to continue learning while incarcerated.

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 on June 29, 2023 approved this Agreement and authorized the Board President and the Superintendent to execute this Contract under the following terms and conditions:

I. MILWAUKEE COUNTY YOUTH EDUCATION CENTER RESPONSIBILITIES

A. Milwaukee County Youth Education 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 special education students 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.

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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 youths.
 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.
- B. Milwaukee County Youth Education Center shall assist with completion of Neglected and Delinquent Program Application for Funding, collaborate with MPS on program development, selection of resources and materials and provide Program Evaluation Summaries at the end of the fiscal year to MPS.
- C. Milwaukee County Youth Education Center will work with MPS to hire a certified instructor, as needed, to support math and/or reading content areas. Instructor(s) will be familiar with practices for working with “at-risk” or special education populations.
- D. Milwaukee County Youth Education Center will work with MPS on scheduling and providing Title I-D supplemental services including pre- and post- assessments for targeted students and planning and scheduling of professional development for their teachers.
- II. MPS’ RESPONSIBILITIES:**
- A. Instructional Staff: MPS 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 with “at-risk” or special education populations.
- B. Instructional Resources and Materials: If budgetary funding permits, MPS 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

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deficiencies in the reading and math content areas and will be geared to each pupil's individual needs.

- C. Transition Resources: When students are at risk of failing, academic resources will address the need for completing high school and earning a diploma.
- 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 County Youth Education Center shall work with the school district to ensure that special education students have a valid IEP and is properly implemented.
- E. Assessments: MPS shall use 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.
- G. 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 will cooperate in carrying out any evaluation of this program conducted by or for the state education agency, the secretary, or other federal officials.

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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.

III. 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:

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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. COMPENSATION

- A. The amount to be encumbered in the agreement \$11,590.13. Total compensation under this Contract shall not exceed \$11,590.13.
- B. The above dollar amount is an estimate. The finalized contract dollar amount is based on a formula and includes any carryover funds. The final dollar amount will be provided to the school as soon as practical after the Wisconsin Department of Public Instruction (DPI) gives MPS the final allocation.

VI. TERM AND TERMINATION

- A. Term. The term of this Contract is July 1, 2023 to June 30, 2024 with two one-year options to extend.
- 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 Milwaukee County Youth Education 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 Milwaukee County Youth Education Center, as measured by the Board, does not warrant continuation of this Agreement; or

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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 Milwaukee County Youth Education 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.

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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 and Assurances

**APPROVED:
MILWAUKEE BOARD
OF SCHOOL DIRECTORS**

**APPROVED:
MILWAUKEE COUNTY YOUTH
EDUCATION CENTER**

Marva Herndon, President

Milwaukee Board of School Directors

Date: _____

Name Printed: _____

Title: _____

Date: _____

MILWAUKEE PUBLIC SCHOOLS

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

Date: _____
1034-2012-2478:186319



LEA Code	Local Educational Agency
3619	Milwaukee School District

ASSURANCES

GENERAL ASSURANCES

Any Local Educational Agency (LEA) or other qualifying entity in Wisconsin that submits a plan or application under the ESEA (a LEA or other qualifying entity will collectively be referred to as Applicant), whether separately or pursuant to 20 USC § 7845, shall have on file with the Wisconsin Department of Public Instruction (DPI) a single set of assurances, applicable to each program for which a plan or application is submitted, that provides the following assurances:

- (1) each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications, and each program shall comply with the terms and conditions of Wisconsin's consolidated State plan under the ESEA as approved by the U.S. Department of Education;
- (2) (A) the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to these entities; and
 (B) the Applicant will administer the funds and property to the extent required by the authorizing statutes;
- (3) the Applicant will adopt and use proper methods of administering each such program including—
 - (A) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
 - (B) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;
- (4) the Applicant will cooperate in carrying out any evaluation of each such program conducted by or for the state educational agency, the Secretary, or other Federal Officials;
- (5) the Applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, federal funds paid to the Applicant under each such program;
- (6) the Applicant will—
 - (A) submit such reports to the DPI (which shall make the reports available to the Governor) and the Secretary as the DPI and Secretary may require to enable the DPI and the Secretary to perform their duties under each such program; and
 - (B) maintain such records, provide such information, and afford such access to the records as the state educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the state educational agency's or the Secretary's duties;
- (7) before the application was submitted, the Applicant afforded a reasonable opportunity for public comment on the application and considered such comment;
- (8) that all funds received under ESEA will be used to supplement and not supplant those from other sources otherwise available to continue current or past efforts;
- (9) the application will be available for review by the public;
- (10) the Applicant will comply with all requirements of the ESEA programs included in its consolidated application, whether or not the program statute identifies these requirements as a description or assurance that the Applicant would have addressed, absent this consolidated application, in a program-specific plan or application, and maintain records of its compliance with each of those requirements; and

(11) any printed (or other media) description of ESEA programs will state the total amount being spent on the project or activity and will indicate the percentage of funds from the ESEA programs which are involved.

GEPA 427-Equitable Access and Participation

Under section 427 of the General Education Provisions Act, each Applicant is required to include in its plan a description of steps that will be taken to remove barriers that may exist regarding equitable access to, or equitable participation in, activities and programs the state will undertake with the federal funds provided.

Gun-Free Schools Requirements 20 USC § 7961

Each LEA that submits a plan or application under the ESEA assures:

- (1) that the LEA is in compliance with Wis. Stat. § 120.13(1)(c)2m requiring commencement of proceedings to expel from school for a period of not less than one year a student who is determined to have brought a firearm to a school, or to have possessed a firearm at a school, under the jurisdiction of the LEA; and
- (2) the LEA shall provide to the DPI, in the application requesting assistance under the ESEA, a description of the circumstances surrounding any expulsions imposed under Wis. Stat. § 120.13(1)(c)2m, including—
 - (A) the name of the school concerned;
 - (B) the number of students expelled from such school; and
 - (C) the type of firearms concerned.

Civil Rights 20 USC § 7914

Each Applicant that submits a plan or application under the ESEA assures its understanding that:

- (1) nothing in the ESEA shall be construed to permit discrimination on the basis of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, or disability in any program funded under the ESEA; and
- (2) nothing in the ESEA shall be construed to require the disruption of services to a child or the displacement of a child enrolled in or participating in a program administered by an eligible entity, as defined in 20 USC § 1111(d) 20 USC subch. 4 part C, at the commencement of the entity's participation in a grant under section 20 USC § 1116.

School Prayer 20 USC § 7904(b)

Each Applicant that submits a plan or application under the ESEA assures that it has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary schools and secondary schools.

FISCAL ASSURANCES

Each Applicant that submits a plan or application under the ESEA provides the assurances set forth below.

- (1) Statutes and Regulations: The Applicant shall comply with all applicable statutory and regulatory requirements. These requirements include, but are not limited to, applicable provisions of—
 - (A) Title VI of the Civil Rights Act of 1964 [45 U.S.C. 2000d through 2000d-4]
 - (B) Title IX of the Education Amendments of 1972 [20 U.S.C. 1681-1683]
 - (C) Section 504 of the Rehabilitation Act of 1973 [29 U.S.C. 794]
 - (D) The Age Discrimination Act [42 U.S.C. 6101 et seq.]

ASSURANCES (cont'd)

(2) Allowable Costs: Costs incurred shall be allowable under the principles established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule [2 CFR 200 Subpart E-Cost Principles].

(3) Budget Modifications: The Applicant will obtain an approved budget amendment when it is anticipated that claimed expenditures will vary significantly from the amount in the current approved budget. A significant variance is an increase of 10 percent (summary of all line items) of the current total approved budget [2 CFR § 200.308(e)].

(4) Confidentiality: The Applicant shall comply with provisions regarding confidentiality of student information [WI Statute § 118.125, pupil records] and 34 CFR Part 99, Family Educational Rights and Privacy Act].

(5) Conflict of Interest: No board or staff member of an LEA or CESA may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated, such as a royalty, commission, contingent fee, brokerage fee, consultant fee, or other benefit [Wis. Stat. 19.59 (1) (a)] [2 CFR § 200.112].

(6) Contracts and procurement: The Applicant will use its own procurement procedures that reflect applicable state and local laws and regulations, provided the procurements conform to applicable federal law and the standards in [2 CFR §§ 200.318-200.326] Procurement Standards.

(7) Cooperation with Evaluation: The Applicant shall cooperate with the performance of any evaluation of the program by the DPI or USDE of by their contractors [2 CFR §200.328(1)].

(8) Copyright, Acknowledgement, and Publications: The Applicant/Recipient will comply with all copyright and materials acknowledgement requirements as addressed in the projects' grant guidelines. The U.S. Department of Education and the DPI reserve royalty-free, nonexclusive, and irrevocable licenses to reproduce, publish or otherwise use, and to authorize others to use, for their purposes. The copyright in any work developed under this subgrant or contract under this subgrant; and any rights of copyright to which the Applicant or a contractor purchases ownership with grant support. The content of any grant-funded publication or product may be reprinted in whole or in part, with credit to the USDE and DPI acknowledged. However, reproduction of this product in whole or in part for resale must be authorized by the DPI. When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal grant funds, the grant award recipient shall clearly acknowledge the receipt of federal funds in a statement.

(9) Fiscal Control: The Applicant will use fiscal control and fund accounting procedures and will ensure proper disbursement of, and accounting for, federal funds received and distributed under this program [2 CFR §328(1)].

(10) Indirect Costs: If the fiscal agent intends to claim indirect costs, the total amount budgeted for indirect costs is limited to and cannot exceed the negotiated indirect rate established with the DPI. Indirect costs cannot be charged against capital objects.

(11) Legal and Regulatory Compliance: 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 [34 CFR §76.700].

(12) OMB Standard Form 424B: The Applicant will comply with all applicable assurances in OMB standard Form 424B (Assurances for Non-Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood insurance; environmental standards wild and scenic river systems; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and general agreement to comply with all applicable federal laws, executive orders and regulations.

(13) Programmatic Changes: The Applicant will obtain the prior approval of the DPI whenever any of the following actions is anticipated:

(A) Any revision of the scope or objectives of the project;

(B) Changes in key persons where specified in the application or grant award;

(C) A disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director;

(D) Contracting out or otherwise obtaining services of a third party to perform activities central to the purpose of the award;

(E) Changes in the amount of approved cost-sharing or matching provided by the subrecipient [2 CFR §200.308(c)(1,2,3,6,7)].

(14) Record Retention: In accordance with 2 CFR §200.333(b), this is written notification to the subrecipient that DPI requires an extension to the record retention period for grants addressed in the *Wisconsin Records Retention Schedule for School Districts*. For all other grants, the Applicant will ensure records are maintained for a period of at least three years after the end of the project year (2 CFR §200.333). If any litigation, claim, negotiation, audit, or other action involving the records starts before the end of the period, the records will be retained until completion of the action and resolution of all issues.

(15) Reporting: The Applicant will ensure all required financial and program data is reported to the DPI timely on a schedule established by the DPI. The Applicant will report to DPI using the accounts in the Wisconsin Uniform Financial Accounting Requirements (WUFAR) [2 CFR §200.302(b)(2)].

(16) Grant Evaluation: The Applicant shall ensure that all grant evaluation reporting will be timely on a schedule established by the DPI. Grant evaluation information provided to the DPI staff shall accurately assess the completeness of grant goals, activities, benchmarks and target dates [2 CFR §300.328(b)(1)].

(17) Single Audit: Any entity that expends in total (all sources) \$750,000 or more in federal funds during a fiscal year (July 1–June 30) is required to conduct a single audit. If a single audit is required, a copy of the audit is to be submitted to DPI School Financial Services auditor [2 CFR §200.501].

(18) Text Messaging and E-Mailing While Driving: The Applicant/Recipient and their grant personnel are prohibited from text messaging while driving a government-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or e-mail when driving [Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving October 1, 2009].

(19) Time and Effort Supporting Documentation: For costs to be allowable, compensation for personal services must adhere to the Standards for Documentation of Personnel Expenses as identified in 2 CFR §200.430(i)(1). The subrecipient must retain records that accurately reflect the work performed and be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated.

(20) Trafficking in Persons: The grant condition specified in 2 CFR §175.10 includes the following language: "I. Trafficking in persons. 1 You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii. Procure a commercial sex act during the period of time that the award is in effect; or iii. Use forced labor in the performance of the award or subawards under the award." A subrecipient is required to inform the federal agency immediately of any information received from any source alleging a violation of this condition. The federal agency may unilaterally terminate this award, without penalty, if a subrecipient is determined to have violated this condition.

PROGRAM-SPECIFIC ASSURANCES
Title I, Part A

Each LEA that submits a plan under Title I, Part A of the ESEA assures that the LEA will:

(1) ensure that migratory children and formerly migratory children who are eligible to receive services under this part are selected to receive such services on the same basis as other children who are selected to receive services under this part;

ASSURANCES (cont'd)

(2) provide services to eligible children attending private elementary schools and secondary schools in accordance with 20 USC § 6320, and timely and meaningful consultation with private school officials regarding such services;

(3) participate, if selected, in the National Assessment of Educational Progress in reading and mathematics in grades 4 and 8 carried out under 20 USC § 9622(b)(3);

(4) coordinate and integrate services provided under this part with other educational services at the LEA or individual school level, such as services for English learners, children with disabilities, migratory children, American Indian, Alaska Native, and Native Hawaiian children, and homeless children and youths, in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program;

(5) collaborate with the state, county, and tribal child welfare agency to—
(A) designate a point of contact if the corresponding child welfare agency notifies the local educational agency, in writing, that the agency has designated an employee to serve as a point of contact for the local educational agency; and

(B) develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the time in foster care, which procedures shall—

(i) ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with 42 USC § 675(4)(A); and

(ii) ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the LEA will provide transportation to the school of origin if—

(I) the local child welfare agency agrees to reimburse the LEA for the cost of such transportation;

(II) the LEA agrees to pay for the cost of such transportation; or

(III) the LEA and the local child welfare agency agree to share the cost of such transportation.

When there is a disagreement the LEA and child welfare agency will split the cost of such transportation.

(6) ensure that all teachers and paraprofessionals working in a program supported with funds under this part meet applicable state certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification;

(7) in the case of a LEA that chooses to use funds under this part to provide early childhood education services to low-income children below the age of compulsory school attendance, ensure that such services comply with the performance standards established under section 641A(a) of the Head Start Act (42 U.S.C. 9836a(a)); and

(8) comply with school improvement activities and requirements if one or more schools in the LEA is identified for comprehensive or targeted supports pursuant to Wisconsin's consolidated State plan under the ESEA as approved by the U.S. Department of Education.

Title I, Part A: Comparability

Each LEA that submits a plan under Title I, Part A of the ESEA assures that the LEA has complied or will comply with comparability requirements under 20 USC § 6321(c) by establishing and implementing:

- (1) a local educational agency-wide salary schedule;
- (2) a policy to ensure equivalence among schools in teachers, administrators, and other staff; and
- (3) a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies.

Title I, Part A: Educational Stability of Students in Out-of-Home Care

Each LEA that submits a plan under Title I, Part A of the ESEA shall ensure the educational stability of children in foster care, through collaboration with county and tribal child welfare agencies and by assuring that:

(1) any such child enrolls or remains in such child's school of origin, unless a determination is made that it is not in such child's best interest to attend the school of origin, which decision shall be based on all factors relating to the child's best interest, including consideration of the appropriateness of the current educational setting and the proximity to the child's out-of-home care placement for the duration of the time that the child is in an out-of-home care placement;

(2) when a determination is made that it is not in such child's best interest to remain in the school of origin, the LEA will immediately enroll the student in the new school, even if the student is unable to produce records normally required for enrollment, and collaborate with the appropriate child welfare agency on the arrangement, provision, and funding of any needed transportation; and

(3) when receiving a new student, the LEA will immediately contact the school of origin to obtain relevant academic and other records and, if the school of origin, immediately transfer those records.

Title I, Part C, Migrant Education

Each Applicant receiving funds under a grant awarded to the State pursuant to 20 USC § 6394(c) provides the following assurances:

(1) funds received under this part will be used only—
(A) for programs and projects, including the acquisition of equipment, in accordance with 20 USC § 6396; and

(B) to coordinate such programs and projects with similar programs and projects within the State and in other states, as well as with other federal programs that can benefit migratory children and their families;

(2) such programs and projects will be carried out in a manner consistent with the objectives of 20 USC § 6314, subsections (b) and (d) of 20 USC § 6315, subsections (b) and (c) of section 20 USC § 6321 and 20 USC ch. 70 part F;

(3) in the planning and operation of programs and projects, there is consultation with parent advisory councils for programs of 1 school year in duration and that all such programs and projects are carried out—

(A) in a manner that provides for the same parental involvement as is required for programs and projects under 20 USC § 6318, unless extraordinary circumstances make such provision impractical; and

(B) in a format and language understandable to the parents;

(4) in planning and carrying out such programs and projects, there has been, and will be, adequate provision for addressing the unmet education needs of preschool migratory children and migratory children who have dropped out of school

(5) the effectiveness of such programs and projects will be determined, where feasible, using the same approaches and standards that will be used to assess the performance of students, schools, and local educational agencies under 20 USC ch. 70 part A;

(6) such programs and projects will provide for outreach activities for migratory children and their families to inform such children and families of other education, health, nutrition, and social services to help connect them to such services;

(7) to the extent feasible, such programs and projects will provide for—

(A) advocacy and outreach activities for migratory children and their families of, or helping such children and families gain access to other education, health, nutrition, and social services;

(B) professional development programs, including mentoring, for teachers and other program personnel;

(C) family literacy programs;

(D) the integration of information technology into educational and related programs, and

(E) programs to facilitate the transition of secondary school students to postsecondary education or employment.

ASSURANCES (cont'd)

Title I, Part D, Neglected and Delinquent

Each LEA that enters into an agreement with a correctional facility pursuant to 20 USC § 6453(2) assures that in regard to services provided to neglected and/or delinquent youth under 20 USC § 6421, the agreement shall require the facility to:

- (1) where feasible, ensure educational programs in juvenile facilities are coordinated with the student's home school, particularly with respect to special education students with an individualized education program;
- (2) notify the local school if a 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 who have dropped out to re-enter school once their term has been completed or provide such youth with the skills necessary for such youth to gain employment or seek a secondary school diploma or its recognized equivalent;
- (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, use technology to assist in coordinating educational programs between the juvenile facility and the community school;
- (7) where feasible, involve parents and family members in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
- (8) coordinate funds received under this program with other local, State, and federal funds available to provide services to participating youths, such as funds under the Job Training Partnership Act, and vocational education funds;
- (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; and
- (10) if appropriate, work with local businesses to develop training and mentoring programs for participating youth.

Title II, Part A

Each LEA receiving a subgrant under 20 USC § 6612 provides the following assurances:

- (1) the LEA will comply with 20 USC § 7881 (regarding participation by private school children and teachers); and
- (2) the LEA will coordinate professional development activities authorized under this part with professional development activities provided through other Federal, State, and local programs.

Title III, Part A

Each LEA or other eligible entity that receives a subgrant under 20 USC § 6821 for purposes of supplementing and not supplanting efforts to improve the education of English learners provides the following assurances:

- (1) each LEA that is included in the eligible entity is complying with 20 USC § 6312(e) of this title prior to, and throughout, each school year as of the date of application;
- (2) the eligible entity is not in violation of any State law, including State constitutional law, regarding the education of English learners, consistent with USC §§ 6846 and 6847 of this title;
- (3) the eligible entity consulted with teachers, researchers, school administrators, parents and family members, community members, public or private entities, and institutions of higher education, in developing and implementing such plan; and
- (4) the eligible entity will, if applicable, coordinate activities and share relevant data under the plan with local Head Start and Early Head Start agencies, including migrant and seasonal Head Start agencies, and other early childhood education providers.
- (5) the eligible entity certifies that all teachers in any language instruction educational program for limited English proficient children English learners that is, or will be, funded under this part are fluent in English and any other language used for instruction, including having written and oral communication skills.

Title IV, Part A

Student Support and Academic Enrichment

Each Applicant that applies for funds under 20 USC § 7115 shall include assurances that the LEA, or consortium of such agencies, will:

- (1) prioritize the distribution of funds to schools served by the local educational agency, or consortium of such agencies, that—
 - (A) are among the schools with the greatest needs, as determined by such local educational agency, or consortium;
 - (B) have the highest percentages or numbers of children counted under 20 USC § 6333(c);
 - (C) are identified for comprehensive support and improvement under 20 USC § 6311(d)(2);
 - (D) are implementing targeted support and improvement plans as described in 20 USC § 6311(d)(2); or
 - (E) are identified as a persistently dangerous public elementary school or secondary school under 20 USC § 7912;
- (2) comply with 20 USC § 7881 of this title (regarding equitable participation by private school children and teachers);
- (3) use not less than 20 percent of funds received under this subpart to support one or more of the activities authorized under 20 USC § 7117 of this title;
- (4) use not less than 20 percent of funds received under this subpart to support one or more activities authorized under 20 USC § 7118 of this title;
- (5) use a portion of funds received under this subpart to support one or more activities authorized under 20 USC § 7119(a) of this title, including an assurance that the local educational agency, or consortium of local educational agencies, will comply with 20 USC § 7119(b) of this title; and
- (6) annually report to the State for inclusion in the report described in 20 USC § 7114(a)(2) how funds are being used under this subpart to meet the requirements of assurances (C) through (E).

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

	ASSURANCES (cont'd) CERTIFICATION / SIGNATURE	
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WE, THE UNDERSIGNED, CERTIFY that the information contained in this application is complete and accurate to the best of our knowledge, that the necessary assurances of compliance with applicable state and federal statutes, rules, and regulations will be met; and, that the indicated agency designated in this application is authorized to administer this grant.

WE FURTHER CERTIFY that the assurances listed above have been satisfied and that all facts, figures, and representations in this application are correct to the best of our knowledge.

LEA Code	Local Educational Agency
3619	Milwaukee School District

Name of Agency Administrator

Signature	Date Signed <i>Mo./Day/Yr.</i>
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Title of Individual Signing



(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS



Wisconsin Department of Public Instruction
CERTIFICATION OF DEBARMENT
PI-9550-Debarment (Rev. 05-12)

LEA Code 3619	Name of Local Education Agency Milwaukee School District
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CERTIFICATION COVERING DEBARMENT

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to whom this proposal is submitted.

1. The prospective lower tier participant(s) certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Agency Administrator

Title of Individual Signing

Signature



Date Signed *Mo/Day/Yr*

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (202-786-0688).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

ESEA Lobbying

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned states, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Agency Administrator		Title of Individual Signing	
Signature ➤		Date Signed <i>Mo./Day/Yr.</i>	