

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Contract Requisition Number: CR061172
Contract Number: C031607
Vendor Number: V023428

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of July, 2023, 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 1, 2, and 3, including the appendices thereto; the basic CESA #1 membership fee of \$12,500; a basic service flat fee of \$900; Title ID services of \$15,936.43 for Bakari Center; and Title I A services of \$21,502.47, Title IIA services of \$1,725.00, Title IVA services of \$1,355.08 and Title ID services of \$34,770.40 for Milwaukee Academy and Title IA services of \$14,958.24, Title IIA services of \$1,200.00, Title IVA services of \$942.66 and Title ID services of \$24,629.03 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 Milwaukee Academy 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, 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 1, 2, and 3 with Bakari Center, Milwaukee Academy, 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, Milwaukee Academy 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.

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- 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, 2023 through June 30, 2024, 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 \$130,419.31.

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: Joseph Hill, ESEA Manager
5225 W. Vliet Street
Milwaukee, WI 53208

Invoices for Title services shall be submitted to:

Milwaukee Public Schools
Attn: Joseph Hill, ESEA Manager
5225 W. Vliet Street
Milwaukee, WI 53208

Contractor shall submit a budget detail for Title services to MPS by July 15, 2023 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, 2024.

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.

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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), 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 be 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

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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,

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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.

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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.

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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: _____
Authorized Representative

By: _____
*Janine Adamczyk, Director
Procurement and Risk Management*

Date: _____

Date: _____

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

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

Date: _____

SSN / FEIN: XXXXXXXXXX

By: _____
*Marva Herndon, President
Milwaukee Board of School Directors*

Date: _____

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For Office Use Only

Estimated Allocation for CESA Service Fees:		
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
Total		\$13,400

Estimated Allocation for CESA Services at Milwaukee Academy		
GOE-0-I-9A4-KY-ECTS	Title ID	\$34,770.40
GOE-0-I-1N4-1S-ECTV	Title IA	\$21,502.47
MSS-0-S-T24-1S-ECTS	Title IIA	\$1,725.00
MSS-0-S-4B4-1S-ECTS	Title IVA	\$1355.08
Total		\$59,352.95

Estimated Allocation for CESA Services at St. Charles Youth & Family Services		
GOE-0-I-9A4-25-ECTS	Title ID	\$24,629.03
GOE-0-I-1N4-1S-ECTV	Title IA	\$14,958.24
MSS-0-S-T24-1S-ECTS	Title IIA	\$1,200.00
MSS-0-S-4B4-1S-ECTS	Title IVA	\$942.66
Total		\$41,729.93

Estimated Allocation for CESA Services at Bakari Center		
GOE-0-I-9A4-5A-ECTS	Title ID	\$15,936.43
Total		\$15,936.43

Cooperative Education Service Agency (CESA) CONTRACT NOT TO EXCEED	\$130,419.31
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Reviewed by Insurance Compliance

By: _____

Date: _____

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS
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 32nd Street, Milwaukee, Wisconsin 53209.

WHEREAS, MPS is the designated LEA for Title I, Part D, Subpart 2 services at Bakari Center.

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

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

WHEREAS, MPS identifies CESA #1 as the third party grant administrator for 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 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. 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

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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. Bakari 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).

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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.

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

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.

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

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, 2023 to June 30, 2024.
- 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

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

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.

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

VI. APPENDICES

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

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

**APPROVED:
MILWAUKEE BOARD
OF SCHOOL DIRECTORS**

**APPROVED:
CESA #1**

Marva Herndon, President
Milwaukee Board of School Directors

Name Printed: _____

Date: _____

Title: _____

Date: _____

MILWAUKEE PUBLIC SCHOOLS

BAKARI CENTER

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

Name Printed: _____

Date: _____
1034-2012-2478:186319

Title: _____

Date: _____



LEA Code 3619	Local Educational Agency Milwaukee School District
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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 2) 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 3619	Local Educational Agency Milwaukee School District
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Name of Agency Administrator

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

(ATTACHMENT 2) 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.

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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>	

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS
Exhibit #2

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

THIS AGREEMENT made by and between the Milwaukee Board of School Directors (hereinafter, “Board” or “MPS”), 5225 West Vliet Street, P.O. Box 2181, Milwaukee, Wisconsin, 53201-2181, and CESA#1, N25 W23131 Paul Road, Suite 100, Pewaukee, Wisconsin 53072 & Milwaukee Academy, 8901 West Capitol Drive, Milwaukee, Wisconsin 53222.

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 Milwaukee Academy.

WHEREAS, Milwaukee Academy 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 Academy, and has identified Milwaukee Academy as the institution providing Title I, Part D services.

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. 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

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

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. MILWAUKEE ACADEMY RESPONSIBILITIES

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

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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.

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

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.

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

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, 2023 to June 30, 2024.
- 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

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

2. Board determines that CESA #1 and/or Milwaukee Academy, or any of their representatives, has violated the provisions of this Agreement, or the regulations governing it; or
3. Board determines that the performance of CESA #1 or Milwaukee Academy, as measured by the Board, does not warrant continuation of this Agreement; or
4. Board determines that the quality of the administration, staff or services of Program fall below the standards outlines in this Contract or the regulations governing it; or
5. During the term of this Agreement, federal and/or state funds supporting this Agreement are reduced. This Agreement shall automatically terminate in the event sufficient funds are not appropriated to continue this Agreement; or
6. Board determines that CESA #1 or Milwaukee Academy has failed to comply with all applicable local, state and federal laws and guidelines, and with generally accepted accounting principles and standards, including applicable categorical and/or grant guidelines and financial standards.

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

VI. APPENDICES

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

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

**APPROVED:
MILWAUKEE BOARD
OF SCHOOL DIRECTORS**

**APPROVED:
CESA #1**

Marva Herndon, President
Milwaukee Board of School Directors

Name Printed: _____

Date: _____

Title: _____

Date: _____

MILWAUKEE PUBLIC SCHOOLS

MILWAUKEE ACADEMY

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

Name Printed: _____

Title: _____

Date: _____
1034-2012-2478:186319

Date: _____



LEA Code 3619	Local Educational Agency Milwaukee School District
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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 2) 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 3619	Local Educational Agency Milwaukee School District
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Name of Agency Administrator

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

(ATTACHMENT 2) 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 2) 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 *Mo./Day/Yr.*



(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS
Exhibit #3

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

THIS AGREEMENT made by and between the Milwaukee Board of School Directors (hereinafter, “Board” or “MPS”), 5225 West Vliet Street, P.O. Box 2181, Milwaukee, Wisconsin, 53201-2181, and CESA#1, N25 W23131 Paul Road, Suite 100, Pewaukee, Wisconsin 53072 & St. Charles Youth and Family Center, Solar and Titan Program, 151 S. 84th Street, Milwaukee, Wisconsin 53214.

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

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

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

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

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

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

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

WHEREAS, the Board on June 29, 2023 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.

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

II. ST. CHARLES YOUTH AND FAMILY CENTER RESPONSIBILITIES

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

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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

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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.

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

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, 2023 to June 30, 2024.

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

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2. Board determines that CESA #1 and/or St. Charles Youth and Family Center or any of their representatives, has violated the provisions of this Agreement, or the regulations governing it; or
3. Board determines that the performance of CESA #1 or St. Charles Youth and Family Center as measured by the Board, does not warrant continuation of this Agreement; or
4. Board determines that the quality of the administration, staff or services of Program fall below the standards outlines in this Contract or the regulations governing it; or
5. During the term of this Agreement, federal and/or state funds supporting this Agreement are reduced. This Agreement shall automatically terminate in the event sufficient funds are not appropriated to continue this Agreement; or
6. Board determines that CESA #1 or St. Charles Youth and Family Center has failed to comply with all applicable local, state and federal laws and guidelines, and with generally accepted accounting principles and standards, including applicable categorical and/or grant guidelines and financial standards.

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

VI. APPENDICES

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

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

**APPROVED:
MILWAUKEE BOARD
OF SCHOOL DIRECTORS**

**APPROVED:
CESA #1**

Marva Herndon, President
Milwaukee Board of School Directors

Name Printed: _____

Date: _____

Title: _____

Date: _____

MILWAUKEE PUBLIC SCHOOLS

**ST. CHARLES YOUTH AND
FAMILY CENTER**

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

Name Printed: _____

Title: _____

Date: _____
1034-2012-2478:186319

Date: _____



LEA Code 3619	Local Educational Agency Milwaukee School District
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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 2) 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 3619	Local Educational Agency Milwaukee School District
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Name of Agency Administrator

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

(ATTACHMENT 2) 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 2) 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 *Mo./Day/Yr.*