THIS AGREEMENT made by and between the Milwaukee Board of School Directors (hereinafter, “Board” or “MPS”), 5225 West Vliet Street, P.O. Box 2181, Milwaukee, Wisconsin, 53201-2181, and Milwaukee County Youth Education Center, 949 N 9th St., Milwaukee, Wisconsin 53233.

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

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

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

WHEREAS, the Board on June 30, 2016 approved this Agreement and authorized the Board President and the Superintendent to execute this Contract under the following terms and conditions:

I. MILWAUKEE COUNTY YOUTH EDUCATION CENTER RESPONSIBILITIES

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

1. Where feasible, ensure educational programs in juvenile facilities are coordinated with the student’s home school, particularly with respect to special education students with an individualized education program (IEP).

2. Notify MPS if a Milwaukee resident youth is identified as in need of special education services while in the facility.

3. Where feasible, provide transition assistance to help the youth stay in school, including coordination of services for counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling.

4. Provide support programs which encourage youth to stay in school and provide the skills necessary to be successful in school.
5. Work to ensure such facilities are staffed with teachers and other qualified staff who are trained to work with children with disabilities and other students with special needs, taking into consideration the unique needs of such children and students.

6. Use, to the extent possible, technology to assist in coordinating educational programs between the juvenile facility and the community school.

7. Where feasible, involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities.

8. Coordinate funds and programs received under this program with other local, state, and federal funds available to provide services to participating youths.

9. Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

10. If appropriate, work with local businesses to develop training and mentoring programs for participating youth.

B. Milwaukee County Youth Education Center shall assist with completion of Neglected and Delinquent Program Application for Funding, collaborate with MPS on program development, selection of resources and materials and provide Program Evaluation Summaries at the end of the fiscal year to MPS.

C. Milwaukee County Youth Education Center will work with MPS to hire a certified instructor, as needed, to support math and/or reading content areas. Instructor(s) will be familiar with practices for working with “at-risk” or special education populations.

D. Milwaukee County Youth Education Center will work with MPS on scheduling and providing Title I-D supplemental services including pre- and post- assessments for targeted students and planning and scheduling of professional development for their teachers.

II. MPS’ RESPONSIBILITIES:

A. Instructional Staff: MPS shall act as the employer of record for certified instructor(s), as needed, to support math and/or reading content areas. Instructor(s) will be familiar with practices for working with “at-risk” or special education populations.

B. Instructional Resources and Materials: If budgetary funding permits, MPS shall provide materials to supplement, not supplant, learning materials provided to students identified most at risk of failing in the facility. Materials shall specifically address learning
deficiencies in the reading and math content areas and will be geared to each pupil’s individual needs.

C. **Transition Resources:** When students are at risk of failing, academic resources will address the need for completing high school and earning a diploma.

D. **Individuals Instruction or Small Group Instruction:** Title I-D teachers shall work with identified individual students or small groups of students in order to meet their learning needs and shall use age and skill level appropriate materials. Milwaukee County Youth Education Center shall work with the school district to ensure that special education students have a valid IEP and is properly implemented.

E. **Assessments:** MPS shall use research-based, assessment tools. Each student will be assessed to identify individual need for additional reading and/or mathematics services. Instructional needs and services to be provided will be determined based on pre and post assessment data.

F. **Professional Development:** Title I-D staff will be provided with the opportunity to attend professional development workshops and conferences relating directly to improving the effectiveness of instructional methods and resources. Professional development is based on staff needs and may include on-site in-service opportunities and/or conferences or workshops provided by a recognized external provider.

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

1. MPS shall require the entity and its principals involved in any subtier covered transaction paid through federal funds, that requires such certification, to ensure it/they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by a federal department or agency.

2. MPS, as the LEA, will evaluate its program periodically to assess its progress toward achieving its goals and objectives and use its evaluation results to refine, improve, and strengthen its program and to refine its goals and objectives as appropriate.

3. MPS, as the LEA, shall submit to the department such information, and at such intervals, that the Department of Public Instruction (DPI) requires to complete state and/or federal reports.

4. MPS will cooperate in carrying out any evaluation of this program conducted by or for the state education agency, the secretary, or other federal officials.
5. MPS shall comply with civil rights and nondiscrimination requirement provisions and equal opportunities to participate for all eligible students, teachers, and other program beneficiaries.

6. MPS shall use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal funds received and distributed under this program.

7. MPS shall (a) make reports to DPI and the U.S. Secretary of Education as may be necessary to enable the state and federal departments to perform their duties under this program; and (b) maintain records, provide information, and afford access to the records, as the department or the U.S. Secretary of Education may find necessary to carry out their duties.

8. MPS shall file financial reports and claims for reimbursement in accordance with procedures prescribed by DPI.

9. No board or staff member of MPS shall participate in, or make recommendations with respect to, an administrative decision regarding a program or project if such decision can be expected to result in any benefit or remuneration, such as a royalty, commission, contingent fee, brokerage fee, consultant fee, or other benefit to him or her or any member of his/her immediate family.

10. MPS agrees that before the plan was submitted, MPS afforded a reasonable opportunity for consultation on the plan and has considered such comment.

11. MPS shall adopt and use proper methods of administering such program, including (a) the enforcement of any obligations imposed by law or agencies, institutions, organizations, and other recipients responsible for carrying out each program; or (b) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.

12. MPS shall administer such funds and property to the extent required by the authorizing statutes.

13. MPS, as the LEA, assures it will administer in accordance with applicable statutes, regulations, program plans and budgets, the funds under Title I, Part D.

III. MUTUAL OBLIGATIONS OF ALL PARTIES TO THIS AGREEMENT

A. All parties mutually agree to be held to all applicable parts, sections, attachments of the Title I, Part D, Subpart 2, Neglected and Delinquent Program Application, which is attached and incorporated into this Agreement as Appendix A which include but is not limited to the following:
1. The programs and services provided under this grant will be used to address the needs set forth in the application and fiscal related information will be provided within the fiscal year timelines established for new, reapplying, and/or continuing programs.

2. The programs and services provided with federal funds under this grant will be operated so as not to discriminate on the basis of age, gender, race, national origin, ancestry, religion, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disabilities.

3. Administration of the program, activities, and services covered by this application will be in accordance with all applicable state and federal statutes, regulations, and the approved application.

4. The activities and programs that will be performed under this grant will be used to supplement services and not supplant funds from non-federal sources.

5. That each agency receiving funds under this grant shall use these funds only to supplement, and not to supplant, state and local funds that, in the absence of such funds, would otherwise be spent for activities under this section.

V. COMPENSATION
A. The amount to be encumbered in the first year of the Contract is $71,000. Total compensation under this Contract shall not exceed $71,000.

B. The above dollar amount is an estimate. The finalized contract dollar amount is based on a formula and includes any carryover funds. The final dollar amount will be provided to the school as soon as practical after the Wisconsin Department of Public Instruction (DPI) gives MPS the final allocation.

VI. TERM AND TERMINATION
A. Term. The term of this Contract is July 1, 2016 to June 30, 2017.

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

1. Parties agree in writing to the termination; or

2. Board determines that Milwaukee County Youth Education Center or any of their representatives, has violated the provisions of this Agreement, or the regulations governing it; or

3. Board determines that the performance of Milwaukee County Youth Education Center, as measured by the Board, does not warrant continuation of this Agreement; or
4. Board determines that the quality of the administration, staff or services of Program fall below the standards outlines in this Contract or the regulations governing it; or

5. During the term of this Agreement, federal and/or state funds supporting this Agreement are reduced. This Agreement shall automatically terminate in the event sufficient funds are not appropriated to continue this Agreement; or

6. Board determines that Milwaukee County Youth Education Center has failed to comply with all applicable local, state and federal laws and guidelines, and with generally accepted accounting principles and standards, including applicable categorical and/or grant guidelines and financial standards.
VI. APPENDICES

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

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

APPROVED:  
MILWAUKEE BOARD  
OF SCHOOL DIRECTORS

APPROVED:  
MILWAUKEE COUNTY YOUTH  
EDUCATION CENTER

MARK SAIN, President  
Milwaukee Board of School Directors

Diane Ludwig, Principal  
Milwaukee County Youth Education Center

Date: ____________________ Date: ____________________

MILWAUKEE PUBLIC SCHOOLS

DARIENNE B. DRIVER, Ed.D.  
Superintendent of Schools  
Milwaukee Public School District

Date: ____________________

1034-2012-2478:186319