

AGREEMENT

This Agreement entered into this 19th day of May 2011 by and between:

Cooperative Educational Service Agency 6 (CESA 6)

and

Mequon-Thiensville School District ("Recipient")

WHEREAS, CESA 6 exists pursuant to the provisions of Chapter 116, Wisconsin Statutes, for the purpose of providing educational services by contract to its member districts and other entities in accordance with the provisions of Section 116.032, Wisconsin Statutes; and

WHEREAS, CESA 6 desires to provide such services and Recipient desires to receive such services from CESA 6 all pursuant to the terms and conditions set forth in this agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein, CESA 6 and Recipient do hereby agree as follows:

1. Services

For the term set forth in this agreement, CESA 6 agrees to provide, through legally qualified personnel, the services set forth in the enclosed contract summaries.

2. Billings/Payments for Services

Recipient agrees to pay the pro rata gross costs for all services rendered as set forth in the contract summaries. Payments under this agreement shall be made to the Business Office of CESA 6 at P.O. Box 2568, Oshkosh, Wisconsin 54903-2568, on or before the first of the month following receipt of the invoice.

2.1 Budgeted Estimated Costs/Federal and State Aids/Reconciliation

In accordance with Section 116.03(4), Wisconsin Statutes, Recipient agrees to pay as program costs to CESA 6 its proportionate share of the costs of the services provided under this contract. Therefore, Recipient and CESA 6 agree that all federal or state aids, if applicable, to the services set forth in the contract summaries, will be paid when received or soon as possible thereafter and will be prorated in the same ratio that original costs for the programs were determined. All actual invoices from CESA 6 will be based on budgeted estimated costs as set forth in the contract summaries. Any overpayments or underpayments to CESA 6 or the recipient from the estimated billing of prorated costs will be determined through the CESA 6 end of fiscal year reconciliation audit. Notice of such over payment or underpayment to the Recipient will be provided by CESA 6 within thirty (30) days of the determination of any over payments or under payments as a result of the end of fiscal year audit. Payments of under or overpayments will be rendered as soon as possible after receipt of notice.

3. Term

This agreement shall be effective for the period July 1, 2011 through June 30, 2012.

4. Employees

In accordance with the provisions of Section 116.045, Wisconsin Statutes, CESA 6 is the sole employer of the personnel it employs. Recipient of the services under this agreement is not deemed an employer because of the exercise of any supervision or control over any personnel services provided under the provisions of this agreement. CESA 6 shall conduct background checks upon hire of all employees scheduled to work within your school district. Tuberculosis tests are required for all new employees working in school district locations.

5. Entire Agreement

This agreement contains the entire agreement of the parties. Any modifications to this agreement must be in writing and signed by the parties.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS.

RECIPIENT

By: _____ Date: _____
President President, Board of Control
CESA 6

By: _____ Date: _____
Clerk Secretary, Board of Control
CESA 6

CESA 6 Services
CONTRACT SUMMARY

Mequon-Thiensville

Budget Year 2012

ESEA	# of payments	Gross Cost
Title I	1	
AODA Network	1	
Subtotal		\$.00
Technology	# of payments	Gross Cost
CMS4Schools	1	\$2,700.00
Link4Learning/4Schools	1	
LessonPlanner4Schools	1	
Curriculum4Schools	1	
LDAP Authentication	1	
LDAP Integration	1	
Subtotal		\$2,700.00
Grant Writing	# of payments	Gross Cost
Grant Writing Consortium (4.3% fee on all obtained grants)	1	
Grant Evaluation	1	.00
Subtotal		\$.00
Instructional Services	# of payments	Gross Cost
Learning & Assessment Center	1	
LVEC	1	
Teaching Points	1	
Subtotal		\$.00
Agency	# of payments	Gross Cost
Communications Consortium	1	
Fallen Timbers Environmental Center	10	
<small>Fee subject to change based on Council recommendation</small>		
Subtotal		\$.00
Contract Total		\$2,700.00