

Attachment 1: Intergovernmental Cooperation Agreement

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE MILWAUKEE BOARD OF SCHOOL DIRECTORS, WAUWATOSA SCHOOL DISTRICT, AND THE MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (“DHHS”).

THIS CONTRACT is made by and between the Milwaukee Board of School Directors (“MPS”), Wauwatosa School District (“WSD”), and the Milwaukee County Department of Health and Human Services (“DHHS”)/Division of Youth and Family Services (“DYFS”)

WHEREAS, the parties are desirous of enhancing information sharing between MPS, WSD, and DHHS/DYFS to work toward community safety by reducing delinquent behavior and recidivism while MPS students have matters pending in juvenile court;

WHEREAS, the parties are desirous of entering into this agreement to assist MPS students anticipated to be on supervision/aftercare in meeting the terms of their supervision and provide for continuity of educational programming for students receiving education services post- adjudication;

WHEREAS, in order to promote the parties mission of improved public safety, youth accountability and rehabilitation, and youth educational outcomes, the parties aim to implement an improved case plan development and a more efficient response to youth community behavior;

WHEREAS, the parties aim to facilitate the timely disclosure of student records for the purposes of re-enrollment and placement of students re-entering MPS from residential treatment centers and secure placements in accordance with the Uninterrupted Scholars Act (Public Law 112-278), Title I, Part D of the Every Student Succeeds Act (Public Law 114-95), and 2015 Wisconsin Act 161; and

WHEREAS, the MPS, WSD and Milwaukee County DHHS qualify as “municipalities” authorized to enter into contracts for the receipt or furnishing of services pursuant to Wisconsin Statute § 66.0301.

I. AUTHORITY

- A. MPS, WSD, and DHHS are authorized to enter into this agreement pursuant to Wis. Stats. 118.125 (2)(n)1 and 2 and Wis. Stat. 938.78(2)(b)(1m). These state laws allow MPS, WSD, and DHHS/DYFS to share pupil information with one another to effectively serve pupils in the youth justice system prior to adjudication as delinquent or in need of protection or services.
- B. Authority for records sharing of educational information is also provided in 20 U.S.C. § 1232g (recently amended by the Uninterrupted Scholars Act) and 20 U.S.C. § 1417(c), which apply to Parts B and C of the Individuals with Disabilities Education Act (IDEA) under the circumstances set forth under the amendment.

Specifically, 20 U.S.C. §1232g(b)(E)(ii) provides that disclosure of student records without parental consent is allowed if the disclosure concerns the juvenile justice system and the system's ability to effectively serve a student prior to adjudication, and a state statute is adopted to that effect.

- C. Under Wis. Stat. 938.33(1)(e), DHHS/DYFS is required to submit a court report prior to the disposition of a juvenile adjudicated delinquent or in need of protection or services that includes a plan for the provision of educational services to the juvenile, prepared after consultation with the staff of the school in which the juvenile is enrolled or the last school in which the juvenile was enrolled.
- D. Under Wis. Stat. 118.125(4), MPS and WSD must, within 5 working days, transfer to another school all pupil records relating to a specific pupil if the transferring school district has received written notice from the minor pupil's parent/guardian, the other school district, or a court that the pupil will be enrolling in another school, juvenile correctional facility, secured residential care center for children and youth, adult correctional institution, or mental health institute.

II. MPS RESPONSIBILITIES

- A. MPS shall disclose MPS pupil records, permissible under state and federal law to WSD and DHHS/DYFS of juveniles with Delinquency or Juvenile in Need of Protection or Services (JIPS) court proceedings prior to adjudication of the juvenile as delinquent or in need of protection and services.
- B. MPS shall provide to DHHS/DYFS a report that describes the student's educational status and makes recommendations for educational programming in accordance with Wis. Stat. 938.33(1)(e).

III. WSD RESPONSIBILITIES

- A. WSD shall disclose WSD pupil records, permissible under state and federal law to MPS or DHHS/DYFS of juveniles with Delinquency or Juvenile in Need of Protection or Services (JIPS) court proceedings prior to adjudication of the juvenile as delinquent or in need of protection and services.
- B. WSD shall provide to DHHS/DYFS a report that describes the student's educational status and makes recommendations for educational programming in accordance with Wis. Stat. 938.33(1)(e).

IV. DHHS RESPONSIBILITIES

- A. DHHS/DYFS shall include in their request to MPS or WSD for disclosure of pupil records: the last name, first name, middle initial, home address, parent or guardian name and current Human Service Worker and phone number of the MPS or WSD student under juvenile court jurisdiction so that MPS or WSD can determine whether and which pupil records are appropriate for disclosure.
- B. DHHS/DYFS shall submit a report to the court of jurisdiction that includes a plan for educational services for the MPS or WSD student. The report shall be prepared after DHHS/DYFS consults with MPS and/or WSD with regard to the student's educational status and recommendations for educational programming in accordance with Wis. Stat. 938.33(1)(e).

V. CONFIDENTIALITY ACKNOWLEDGEMENT

- A. Each party agrees to comply with the agreed upon measures to protect the confidentiality of any information provided under this agreement and state and federal laws to protect such information against unauthorized access or disclosure.
- B. Each party will instruct all staff with access to the information covered by this agreement regarding the confidential nature of such information as required by state and federal law.
- C. Each party agrees that the requirements regarding confidentiality of information as set forth in applicable state statutes, administrative rules, employee handbooks and policy manuals shall apply equally to information obtained pursuant to this agreement.
- D. All printed information should be maintained in a secured case file or shredded immediately after use to ensure security of confidential information.
- E. In accordance with this agreement and in compliance with federal and state law, MPS, WSD, and DHHS/DYFS certify that they will not disclose any information obtained through this agreement to any third party unless authorized by law.
- F. In the event that any party to this agreement is required to disclose any information under this agreement to a third party, whether by law or other directive, the disclosing party must immediately provide written notice of the requested and/or intended disclosure to the other parties to this agreement. The notice should include the basis for such disclosure as well as the name and contact information of the third party to whom such disclosure will be made. Notice shall be delivered as set forth in Section VIII below.
- G. In the event that any party becomes aware of a breach of this agreement or of the confidentiality of the information disclosed under this Agreement, the

breaching party shall immediately provide written notice of the breach to the other parties to this agreement. Said notice shall contain the nature of the breach and shall include steps the breaching party will take to remedy any such breach. Notice shall be delivered as set forth in Section VIII below.

VI. TERM

The term of this agreement is August 1, 2018 to July 31, 2019.

VII. TERMINATION

Either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days written notice to the other party.

VIII. Notice

For purposes of this Agreement, notices shall be provided as set forth below:

For MPS:

To: Mr. Matthew Boswell, Senior Director
Department of Student Services
Milwaukee Public Schools
5225 W. Vliet Street
Milwaukee, WI 53208

For WSD:

To: Mr. Mark Carter, Secondary Director
Department of Teaching and Learning
Wauwatosa Public Schools
12121 W. North Avenue
Wauwatosa, WI 53226

For DHHS:

To: Kelly Pethke, M.S., Deputy Administrator
Milwaukee County Department of Health and Human Services
Division of Youth and Family Services
Vel R. Phillips Children's Court Center
10201 W. Watertown Plank Road
Wauwatosa, WI 53226

IX. MODIFICATION

No modifications, expansion or amendment of this Contract shall be of any force or effect unless it shall be in writing and signed by the parties hereto, or there are changes to state and federal pupil record laws. Any changes to this agreement shall be approved by all parties and reviewed by the appropriate MPS administration to ensure the safety, security and protection of the pupils and MPS.

APPROVED:
MILWAUKEE BOARD
OF SCHOOL DIRECTORS

MARK A. SAIN
President,
Milwaukee Board of School Directors

Date:_____

KEITH P. POSLEY, Ed.D
Interim Superintendent of Schools
Milwaukee Public Schools

Date:_____

APPROVED:
WAUWATOSA
SCHOOL DISTRICT

PHIL ERTL, Ed.D
Superintendent
Wauwatosa School District

Date:_____

APPROVED:
MILWAUKEE COUNTY DEPARTMENT OF
HEALTH AND HUMAN SERVICES

MARY JO MEYERS
Director
Milwaukee County Department of Health and Human Services

Date:_____