

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR
THE JUVENILE EDUCATION TREATMENT INITIATIVE (JETI) PROGRAM
BETWEEN**

THE MILWAUKEE BOARD OF SCHOOL DIRECTORS

AND

**THE MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
DELINQUENCY AND COURT SERVICES DIVISION**

THIS AGREEMENT (hereinafter the “Cooperation Agreement”) is made between the Milwaukee Board of School Directors (hereinafter the “Board”), 5225 West Vliet Street, P.O. Box 2181, Milwaukee, Wisconsin 53201-2181 and the Milwaukee County Department of Health and Human Services Delinquency and Court Services Division (hereinafter “DHHS/DCSD”) for the provision of mutual services between the Milwaukee Public Schools (hereinafter “MPS”) and DHHS/DCSD.

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

WHEREAS, the Board and MPS are one entity under the sole authority and direction of the Board, as such “Board” and “MPS” are synonymous terms for the Board;

WHEREAS, MPS and DHHS/DCSD have had ongoing conversations regarding ways to collaborate and improve services for “dual status youths” (hereinafter “Student” or “Students”). Student refers to MPS students who are also under the supervision of DHHS/DCSD due to commission of a crime with a high risk of reoffending;

WHEREAS, in response to the need to develop and improve services for Students, DHHS/DCSD entered into an agreement with Southwest Key Programs (hereinafter, “Provider”) to provide the needed services at MPS schools through Provider’s Juvenile Education Treatment Initiative (“JETI”) Program;

WHEREAS, the JETI Program is designed to address the needs of juvenile offenders and/or Students through support;

WHEREAS, both MPS and DHHS/DCSD desire to provide services for Students in a safe and accepting environment and in a manner that allows Students to keep up with regular MPS course work to the best extent possible without missing school time;

WHEREAS, the Board approved the initial Cooperation Agreement between the parties for the JETI Program on February 23, 2017;

WHEREAS, the Board and DHHS/DCSD desire to extend the Cooperation Agreement for an additional year; and

WHEREAS, the Board on _____ approved this Cooperation Agreement;

NOW, THEREFORE, for good and valuable consideration hereinafter set forth, the parties agree as follows:

I. DHHS/DCSD’S RESPONSIBILITIES:

- A. Contract with Provider for Provider to provide the Juvenile Education Treatment Initiative (JETI) Program under the terms of this Cooperation Agreement, including but not limited to the requirements of Section II below.
- B. Pay Provider for all services provided by Provider to Students at MPS schools.
- C. Provide MPS with the probation and parole information of Students which includes status of court-ordered probations, as permitted by law or court order, for the purpose of identifying eligible students for dual enrollment and/or participation in JETI program.
- D. Provide oversight of Provider and its performance of services with the JETI program at MPS schools to ensure that Provider is abiding by the responsibilities in this Cooperation Agreement in its performance of services.
- E. Collaborate with MPS in identifying, selecting and placing eligible Students in the JETI program at the appropriate school location(s) each semester.
- F. Engage in collaborative planning with MPS and Provider to monitor, review and/or improve the services provided under this Cooperation Agreement.
- G. Subject to Section IV below, provide Student data, documentation and other information, as permitted by law, to MPS that might be necessary for evaluation of the JETI program at MPS.
- H. Subject to Section IV below, provide Student data, documentation and other information, as permitted by law, to Provider as necessary for Provider to adequately provide the JETI programming to Students.

II. RESPONSIBILITIES OF PROVIDER

- A. Provider will provide the following services through the JETI program: Educational advocacy, attendance monitoring, academic support, Aggression Replacement Training (ART) and skill-building group sessions, home visits, family outreach and engagement, individual and/or family counseling (provided in-home), and motivational interviewing in all staff/Student interaction.
- B. Provider will be located in and provide services at the following two (2) Milwaukee Public School sites:
 - 1) James Madison Academic Campus, 8135 W. Florist Avenue, Milwaukee, Wisconsin, 53218; and
 - 2) Lynde and Harry Bradley Technology School, 700 S. 4th Street, Milwaukee, Wisconsin, 53204.

Additional sites may be added upon mutual agreement of the parties.

- C. Provider will begin programming services on August 1, 2017.
- D. Provider will employ one team of one (1) Clinician (Masters Level Social Worker or Psychologist), one (1) Case Manager (Bachelors Level), and one (1) Teacher's Aide (Bachelors Level) for each school location (hereinafter the "Team").
- E. Provider will supply its employees/Team members with their own computers and materials.
- F. Each school location Team will be overseen by one (1) Clinical Director (Masters Level Licensed Professional Counselor) and one (1) Program Director (Bachelors Level) to be employed by Provider.
- G. The JETI program shall serve up to twenty (20) Students across two (2) sites. The parties understand and agree that at any point throughout the year, there may be an uneven number of students at each site. Additional Students may be added to the JETI Program upon mutual agreement of the parties.
- H. Provider will be present at the MPS school location Monday through Friday to provide services described herein. Provider's presence will serve to aid in behavioral intervention and provide support to both teachers and Students and ensure the space is always available to those Students who may need to use it throughout the day for additional support.
- I. Students will be enrolled in JETI for one semester (18 weeks).
- J. Educational support, ART (Aggression Replacement Training), and skill building will be provided to Students on JETI programming days.
- K. Provider's staff will be responsible for tracking attendance on JETI programming days.
- L. The Case Manager or Clinician will record attendance and ensure that the school attendance secretary or such other individual at the school responsible for recording attendance has this information.
- M. In the event Students are absent, Provider will make attempts to contact Student and/or Student's family. Provider may also attempt to visit Student's home and may provide transportation for Student from home to school as needed. Transportation will be provided in vehicles owned and operated by Provider. Transportation will be provided only by Team members or Provider employees identified under this Cooperation Agreement. Provider will ensure that all vehicles and drivers will be properly licensed and insured and will provide MPS with proof of such licensing and insurance upon execution of this Cooperation Agreement.
- N. The JETI programming will be in addition to regular MPS classes. Samples of the JETI programming weekly schedules are as follows:

Traditional Site Sample

	Monday	Tuesday	Wednesday	Thursday	Friday
Period 1 8:50 a.m. – 9:41 a.m.	JETI Academic Support	JETI Academic Support	JETI Academic Support	JETI Academi c	JETI Academic Support
Period 2 9:45 a.m. – 10:36 a.m.	ART		ART		ART
Period 3 10:40 a.m.– 11:31 a.m.	Skill Building		Skill Building		Skill Building

Block Scheduling Sample

Students in this building would only miss 1 period of class per day or 3 days per week (max).

	Monday A Day	Tuesday B Day	Wednesday A Day	Thursday B Day	Friday Alternating A/B Day
Block1 9:10 a.m. – 10:50 a.m.	JETI Academic Support	JETI Academic Support OR Credit Recovery	JETI Academic Support	JETI Academic Support OR Credit Recovery	JETI Academic Support OR Credit Recovery
Block 2 10:55 a.m. - 12:20 p.m.	ART	ART			ART
Block 3	Skill Building	Skill Building			Skill Building

These schedules may be amended by mutual agreement of the parties and shall align with the individual needs of the individual school where services are provided.

- O. Provider will ensure that all JETI Team members will comply with all relevant State and Federal laws as well as all MPS and Board Policies and Procedures.
- P. Pursuant to Section IV, Paragraph D, Provider shall comply with the requirements of Section IV below that are required of DHHS/DCSD.
- Q. Provider will ensure that all JETI Team members will attend MPS staff meetings at their school location as required by the individual school leader.
- R. Provider staff is responsible for conducting an intake with the Youth and Youth's family and for obtaining all signatures on the consent forms for services, which shall include parental consent to disclose Student's records.
- S. Provider's academic assessments and treatment planning for each Student will commence at the intake meeting with the active participation from the Student and Student's family.
- T. Provider will review service plans on a monthly basis with the Student and Student's family.
- U. Provider will implement a JETI behavior management system that will include behavioral expectations of the Student, such as the following:

Communication – ability to express thoughts, feelings and opinions appropriately both verbally and non-verbally;

Self-control – ability to exercise control over one's behavior;

Social skills – ability to interact with others appropriately;

Leadership – ability to set an example for others by showing concern, taking initiative and modeling appropriate behavior;

Goal setting/attainment – ability to set and attain short- term goals on a daily basis.

- V. Provider will review and adapt goals and specific interventions for each Student based on progress in the program.
- W. Provider will provide MPS and Student/family with a plan to facilitate a Student's transition upon entry to and exit from the program. This plan will include the development of a written transition plan for each Student. Provider will maintain responsibility for developing, providing, and communicating to the school administration a written transition plan that covers each Student's exit plan. The transition plan will also include an exchange of information and recommendations for continued improvement and/or additional services.
- X. Provider will maintain, during the term of this Cooperation Agreement, the following insurance:

Comprehensive General Liability of not less than \$1,000,000 for each occurrence with a combined aggregate of \$2,000,000; Automobile Insurance of not less than \$1,000,000 for each occurrence with a combined aggregate of \$2,000,000 and Umbrella Insurance of not less than \$1,000,000. Provider will name “the Milwaukee Board of School Directors” as an additional insured on the comprehensive general liability, auto and umbrella policies. Provider will assume all risk of loss or damage to its property and waives all claims with respect thereto against MPS and the Board, unless such loss or damage is caused directly or proximately by any wrongful, intentional, or negligent act or omission of MPS and its employees. Proof of required insurance coverage will be provided by Provider to MPS upon request.

- Y. Provider will maintain insurance to cover any loss or damage to equipment stored on MPS premises.
- Z. There shall be no cost to MPS or the Board for any of the services provided to MPS or to Students pursuant to this Cooperation Agreement. Provider will be paid in accordance with a separate agreement between Provider and DHHS/DCSD.

III. MPS RESPONSIBILITIES:

- A. Pursuant to Part IV of this Cooperation Agreement, provide Student demographic, Student behavior and academic data to DHHS/DCSD pursuant to court-ordered probation status and as permitted by state and federal law, for the purpose of identifying Students and Student eligibility for the JETI program and for the purpose of evaluation and/or improvement of the JETI program at MPS.
- B. Collaborate with DHHS/DCSD in identifying, selecting and placing eligible Students in the JETI program at the appropriate school location(s) each semester.
- C. Allow for JETI programming at the following two (2) MPS schools:
 - 1) James Madison Academic Campus, 8135 W. Florist Avenue, Milwaukee, Wisconsin, 53218; and
 - 2) Lynde and Harry Bradley Technology School, 700 S. 4th Street, Milwaukee, Wisconsin, 53204.

Additional school locations may be added in the future upon mutual agreement of the parties.

- A. Provide and maintain facilities for DHHS/DCSD and Provider to operate the JETI Program in one classroom at each MPS school to receive JETI programming under this Cooperation Agreement. Each classroom will have locked cabinets for confidential files.
- B. Provide and maintain ten (10) Chromebook laptops in the JETI classroom for Student use.
- C. Provide in-service training to staff employed by Provider under the agreement with DHHS/DCSD on the Family Education Rights and Privacy Act (20 U.S.C. § 1232g) and the Wisconsin Pupil Records Law (Wis. Stat. § 118.125) regarding the confidentiality of pupil records by August 31, 2017.

- D. Employ and assign one (1) Limited Term Employee (LTE) at each JETI school location who is to be under the supervision of the MPS Office of Student Services and who will provide instructional support during tutoring and serve as the liaison between the JETI staff and the classroom teachers. These positions will be staffed for a maximum of 15 hours per week.
- E. Engage in collaborative planning with DHHS/DCSD and Provider to monitor, review and/or improve the services provided under this Cooperation Agreement.

IV. DATA/RECORD/INFORMATION SHARING

- A. MPS and DHHS/DCSD agree that the confidential data pupil records, and any personally identifiable information contained therein, will only be used for the specific purposes identified in this Cooperation Agreement. This obligation will survive the termination of this Cooperation Agreement.
- B. The failure of either party to comply with any federal law, Wisconsin statute or Board policy regarding confidential student records, including but not limited to, the Family Educational Rights and Privacy Act (20 U.S.C § 1232g; 34 C.F.R. Part 99), (hereinafter “FERPA”), Wis. Stat. § 118.125 and MPS Administrative Policy 8.42, will be a material failure to comply with the terms of this Cooperation Agreement and cause for immediate termination of this Cooperation Agreement by the non-breaching party.
- C. In accordance with the provisions of FERPA and Wisconsin statutes, MPS and DHHS/DCSD will not permit any other party to have access to the information contained in the confidential pupil records, data or information without the written consent of the parent/guardian or adult pupil to which the record pertains or as otherwise permitted by law. This obligation will survive the termination of this Cooperation Agreement.
- D. In accordance with the provisions of FERPA and Wisconsin statutes, MPS and DHHS/DCSD will not permit any other party to have access to the information contained in the confidential pupil records, data or information without the written consent of the parent/guardian or adult pupil to which the record pertains or as otherwise permitted by law. This obligation will survive the termination of this Cooperation Agreement.
- E. In accordance with the provisions of FERPA and Wisconsin statutes, MPS and DHHS/DCSD will not permit any other party to have access to the information contained in the confidential pupil records, data or information without the written consent of the parent/guardian or adult pupil to which the record pertains or as otherwise permitted by law. This obligation will survive the termination of this Cooperation Agreement.

- F. In accordance with the provisions of FERPA and Wisconsin statutes, MPS and DHHS/DCSD will not permit any other party to have access to the information contained in the confidential pupil records, data or information without the written consent of the parent/guardian or adult pupil to which the record pertains or as otherwise permitted by law. This obligation will survive the termination of this Cooperation Agreement.
- G. All the requirements of DHHS/DCSD under this Section IV shall also be required of Provider. The failure of Provider to follow said requirements shall constitute a breach by DHHS/DCSD.

V. TERM AND TERMINATION

- A. The term of this Cooperation Agreement is August 1, 2017 to June 30, 2018.
- B. This Cooperation Agreement is contingent on the approval of the Board and may be amended only upon the written mutual agreement of the Board and DHHS/DCSD.
- C. If either party fails to fulfill its obligations under this Cooperation Agreement in a timely or proper manner, or violates any of its provisions, the non-breaching party will thereupon have the right to terminate this Cooperation Agreement by giving ten (10) days' written notice of termination of the Cooperation Agreement, specifying the alleged violations, and effective date of termination. This Cooperation Agreement will not be terminated if, upon receipt of the notice, the non-breaching party promptly cures the alleged violation prior to the end of the ten-day-period.
- D. Either party has the right to terminate this Cooperation Agreement at any time, for any reason, by giving the other party sixty (60) days' written notice by Certified Mail or Registered Mail of such termination.

VI. NOTICE

Unless specified otherwise in this Cooperation Agreement, whenever under this Cooperation Agreement notice must or may be given to the other party, or whenever information or reports may or must be provided to the other party, the party who may or must give notice or provide information or reports shall fulfill any such responsibility under this Cooperation Agreement if notice is given or information or reports are provided to the following persons, or their successors:

TO MPS:

Matthew Boswell, Senior Director
 Department of Student Services
 5225 West Vliet Street, Rm. 133
 Milwaukee, WI 53201-2181

TO DHHS/DCSD:

Mark Mertens, Administrator
 Delinquency and Court Services Division
 Vel R. Phillips Children's Court Center
 10201 W. Watertown Plan Road
 Wauwatosa, WI 53226

A party to this Cooperation Agreement shall immediately give written notice to the other party if the contact person for purposes of notice and providing information is modified.

THE TERMS OF THIS INTERGOVERNMENTAL AGREEMENT ARE HEREBY APPROVED:

MILWAUKEE PUBLIC SCHOOLS

**MILWAUKEE COUNTY
DEPARTMENT OF HEALTH & HUMAN
SERVICES**

DARIENNE B. DRIVER, Ed.D.
Superintendent of Schools

JEANNE DORFF
Interim Director

Date:

Date:

**MILWAUKEE BOARD OF SCHOOL
DIRECTORS**

MARK SAIN
President

Date:

CITY ATTORNEY'S OFFICE

Approved as to form and execution this
day of _____, 2017.

CALVIN V. FERMIN
Assistant City Attorney