

**AGREEMENT BETWEEN**  
**MILWAUKEE COUNTY AND WAUWATOSA SCHOOL DISTRICT**

This Agreement, by and between Milwaukee County (County) and the Wauwatosa School District (School District) is entered into this 21st day of November 2014. Referenced together, the County and the School District are the “Parties” to this Agreement.

**WITNESSETH:**

WHEREAS, the Milwaukee County Department of Administration (DAS) and Milwaukee County Department of Health and Human Services (DHHS) operate a variety of programs for children in County Grounds’ facilities; and,

WHEREAS, the children who reside at these facilities are physically present within the geographical boundaries of the Wauwatosa School District, and,

WHEREAS, the County’s DAS and DHHS lease space in their facilities to the School District to educate these children; and,

WHEREAS, the School District operates two (2) educational programs for children in County Grounds’ facilities operated by DAS and DHHS (exclusive of a school program at the Behavioral Health Division’s Children and Adolescent Unit): the Juvenile Detention Center School (JDCS), which serves children residing at the Juvenile Detention Center (JDC), with classrooms at 10201 W. Watertown Plank Road; and the Watertown Plank Road School (WPRS) program, which serves children from the St. Charles Shelter, with classrooms at 9501 Watertown Plank Road; and,

NOW, THEREFORE, in consideration of promises and undertakings mutually agreed upon, the following duties and responsibilities are hereby determined and resolved by the parties:

## PROVISIONS

### I. RESPONSIBILITIES OF THE PARTIES

The School District and the County are to work in close cooperation to serve the individual needs of the students attending JDCS and WPRS.

### II. DUTIES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT

1. The School District will operate JDCS and WPRS for the period of July 1 through June 30 throughout the term of this Agreement.

2. The School District will provide teaching and clerical staff to meet the educational needs of the students attending JDCS and WPRS.

3. Each student's educational needs will be diagnosed by School District personnel with assistance from County staff at the JDC and St. Charles Shelter. The School District will assign each student to the appropriate instructional program. Special education needs will be determined in accordance with statutory requirements, and placements will be made into special education programs as deemed appropriate by School District personnel.

4. Children within the School District's community schools who require specialized instruction may be assigned to the schools at JDCS and WPRS. JDCS and WPRS students may be assigned by the School District to its community schools. However, any such assignments shall be by mutual agreement of the parties.

5. The School District will furnish and maintain instructional equipment, textbooks, and educational materials, besides those referenced under section III, paragraph 3, as determined in the District's discretion.

### III. DUTIES AND RESPONSIBILITIES OF THE COUNTY

1. The County will make available to the School District the required facilities for JDCS and WPRS during regular school hours, unless extended by mutual agreement. Room assignments can be changed at any time with the approval of the parties.

2. The County will provide custodial, electrical, heating, and telephone services, and other necessary utility services, and make building repairs and improvements for JDCS and WPRS, pursuant to state and local building codes.

3. The School District retains full title and rights of ownership to its inventory of instructional equipment, textbooks, and educational materials at the JDCS and WPRS.

4. The County will provide supervision of the JDCS and WPRS students under its care during the noon hour and other periods when school is not in session, and will provide crisis intervention assistance when requested by the School District.

5. If requested in writing by the County, and agreed to by the School District, a JDCS and/or WPRS student discharged from the respective County facility (JDC and/or St. Charles Shelter), may be retained as a School District student while in transition to a non-School District community school. Every effort will be made to obtain tuition reimbursement from such a student's local educational agency, but if such reimbursement is not obtained, the County will pay any unreimbursed cost for these students.

### IV. TERM

1. This Agreement is effective for the period beginning July 1, 2014 and ending June 30, 2017 for a total of three (3) school years. The School District shall pay the County annual space rental charges for each school year subject to this Agreement, namely: 1) 2014-2015; 2) 2015-2016; and 3) 2016-2017.

2. The parties further agree to negotiate a new Agreement for school years 2017-2020 reflective of cost factors that arise during this 2014-2017 Agreement.

3. Neither party shall assign its obligations hereunder without the prior written consent of the other.

V. FINANCIAL RESPONSIBILITY AND PROCESSING OF INVOICES AND PAYMENTS

1. On or about June 1 of each year the County will submit to the School District a letter for space rental charges for JDCS and WPRS, pursuant to section IV, paragraph 1 above. The rent for the 2014-2015 school year will be \$524,522. The School District will make application for appropriate state and federal funds for those charges for the period of July 1 through June 30. The School District will pay the County its space rental charges within 60 days of any early reimbursement from the Department of Public Instruction (DPI). Within 60 days of the final State payment, less any shortage, the School District will pay the County any remaining balance.

2. The School District will include the County's space rental costs in the State tuition claim.

VI. INDEMNIFICATION

1. The County agrees to hold the School District harmless for the destruction of any property or personal injury arising on the school premises at the County grounds in connection with the school operation, with the following exceptions: 1) Any damage or injury caused by the School District residents placed in the school program; 2) Any damage or injury caused by negligence on the part of the school, its agents or employees; and 3) Any damage or injury as a result of negligence on the part of the school, its agents or employees, caused by school program participants who are not School District residents.

2. The parties shall promptly notify the other party of any potential claim arising under this Agreement.

VII. INSURANCE

1. The School District, at its expense, shall maintain such general and professional liability insurance as shall be necessary to insure said School District and its employees or agents against any claims or claims for damages arising by reason of injury to persons or property or death occasioned directly or indirectly in connection with the performance of its Duties and Responsibilities under this Agreement. The School District agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from such claims or claims for damages. Such evidence shall include insurance coverage for Workers Compensation claims as required by the State of Wisconsin, including Employers Liability, Commercial General Liability, and Automobile coverage in the following minimum amounts. Waiver of subrogation for workers compensation in favor of Milwaukee County shall be furnished.

<u>Workers Compensation (WI)</u>	Statutory
Proof of All States coverage Employers Liability	\$100,000/\$500,000/\$100,000
<u>Commercial or Comprehensive General Liability</u>	
Bodily Injury & Property Damage (Incl. Personal Injury, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Automobile Liability All Autos-Owned, non-owned and/or hired Uninsured motorists	\$1,000,000 Per Accident
<u>Professional Liability</u> (Claims Incurred Basis) Teachers, Counselors, Professional	\$1,000,000 Per Occurrence

2. The County shall be named as additional insured, as its interests may appear with respect to General and Automobile liability, and be afforded a thirty (30) day written notice of cancellation or non-renewal. A certificate indicating the above coverages shall be submitted for review and approval by the County's Risk Manager for the duration of the Agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin. Additional information as to policy form, retroactive date, discovery provisions, and applicable retentions shall be submitted to the County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Agreement.

3. The School District shall promptly notify the County of any potential claim arising under this Agreement. The School District shall also immediately notify the County Directors of DAS and DHHS of any complaint or grievance arising under this Agreement.

4. The WPRS swimming pool is not in operation and is not included in the space rental provisions of this Agreement.

#### VIII. MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. The parties acknowledge and agree that they will perform their obligations hereunder in compliance with all applicable state, local, and federal laws, rules, and regulations.

IX. NOTICES

1. All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via United States Mail, to the party addressed as follows:

For the County:

---

Hector Colon, Director Date  
Department of Health and Human Services (DHHS)  
Coggs Human Services Center/Room 301  
1220 W. Vliet St.  
Milwaukee, WI 53205

---

Don Tyler, Director Date  
Milwaukee County  
Department Of Administration (DAS)  
Milwaukee County Courthouse/Room 308  
901 N. Ninth St.  
Milwaukee, WI 53233

For the School District:

---

Dr. Philip Ertl Date  
Administrative Offices – Fisher Building  
District Administrator  
12121 W. North  
Wauwatosa, WI 53226

---

Mary Jo Randall, President Date  
Wauwatosa School Board

---

**SIGNATURE PAGE FOLLOWS:**

