

**MEMORANDUM OF UNDERSTANDING FOR RECORD SHARING
BETWEEN THE DISTRICT AND CHILD WELFARE AGENCY
REGARDING CHILDREN IN OUT-OF-HOME CARE (FOSTER CARE)**

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This Memorandum of Understanding is made by and between the Eau Claire County Human Services, located at 721 Oxford Ave, Eau Claire, WI 54703, and the School Board of the School District of Altoona, located at 1903 Bartlett Ave, Altoona, WI 54720.

Each signatory to this Memorandum of Understanding is referred to as a "Party", and collectively as the "Parties."

WHEREAS the federal Family Educational Rights and Privacy Act (FERPA) and sections 115.298 and 118.125(2)(q) of the state statutes allow and encourage state and local education and child welfare agencies to take certain steps to strengthen information sharing and collaboration, thereby helping ensure the educational stability and success in school of children in foster care; and

WHEREAS state law authorizes school boards to enter into a memorandum of understanding with any county child welfare department or any qualifying tribal organization that addresses the school district's disclosure, without parental consent, of certain student records under certain conditions and restrictions; and

WHEREAS, the undersigned desire to enter into such a memorandum of understanding;

NOW, in consideration of the following mutual promises and covenants, the Parties agree as follows:

1. The "student records" addressed by this Memorandum of Understanding are those personally-identifiable education records that, with certain exceptions, the District and its officials, employees, and agents must maintain in a confidential manner and protect from improper disclosure pursuant to section 118.125 of the statute statutes and pursuant to FERPA. Such records generally include, but are not limited to, a student's progress records and behavior records, as defined within section 118.125 and District policy/procedures.
2. Pursuant to sections 115.298(1)(b) and 118.125(2)(q) of the state statutes, the District and its authorized officials, employees, agents may disclose, without parental consent, student records that are pertinent to addressing the student's educational needs to one or more representatives (such as a caseworker) of the County Department, provided that the County Department is legally responsible for the care and protection of the student

and that the County Department has authorized the applicable representative(s) to access the student's case plan.

3. The County Department and its representatives will not redisclose any of the student records disclosed to them pursuant to this Memorandum of Understanding, except as expressly authorized under sections 115.298(2) and 118.125(2)(q) of the state statutes and FERPA.
4. This Memorandum of Understanding addresses only the discretionary disclosure of student records under sections 115.298(1)(b) and 118.125(2)(q) of the state statutes and under the related confidentiality exception found in FERPA. If the County Department or any of its representatives asserts a right to access student records under separate legal authority (e.g., pursuant to written parent consent or court order), the County Department or its representative will identify that separate authority to the appropriate District official(s), and this Memorandum of Understanding will not apply.
5. The intent of the parties is to work collaboratively and to also avoid creating unnecessary burdens. In some situations, the disclosure of student record information under this Memorandum may occur verbally, but would still be considered a disclosure. When the County Department or any of its authorized representatives initiates a request for access to student records or student record information under this Memorandum of Understanding:
 - a. Such requests shall normally be submitted in writing to the attention of the appropriate building principal or Director of Pupil Services.
 - b. The requestor will make reasonable efforts to identify the requested records (e.g., by type, topic, and timeframe), to not make overly-broad requests, and to give reasonable advance notice of their request that allows the District sufficient time to verify, assess, and respond to the request in the ordinary course of District operations.
 - c. The District reserves the authority and discretion to require the requestor to certify, or to otherwise confirm, that that the County Department is legally responsible for the care and protection of the student, that the County Department has authorized the applicable representative(s) to access the student's case plan, and that the records being requested are pertinent to addressing the student's educational needs.
 - d. The District reserves the authority and discretion to seek further clarification related to such a request, to prioritize the identification and provision of certain records or student record information, and to deny such a request in whole or in part.
6. If the County Department or any of its representatives has questions or concerns about this Memorandum of Understanding, the mutual

administration of this Memorandum, or student records generally, the most appropriate District representative to contact is the Director of Student Services.

7. If the District or any of its representatives has questions or concerns about this Memorandum of Understanding, the mutual administration of this Memorandum, or the department's role and responsibility for any child, the most appropriate representative of the County Department to contact is *Department of Human Services Director at 715-839-2300*.
8. No less frequently than semi-annually, the District may invoice the County Department for up to one-half of any actual location and copying costs incurred by the District when responding to requests initiated by a representative of the County Department under this Memorandum of Understanding.
9. Either Party may terminate this Memorandum of Understanding by providing written notice to the other Party.

By signing below, the person represents that he/she is a duly-authorized representative of the respective Party who has the authority to execute this Memorandum of Understanding on behalf of such Party:

For the School District:

[Print Name]

[Title] [Date]

[Signature]

I am authorized by the School Board to approve and execute this MOU on the Board's behalf.

For the County Department:

[Print Name]

[Title] [Date]

[Signature]

Adopted: 01/05/22