

FN 061071

INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN  
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
AND  
THE CITY OF MILWAUKEE

THIS CONTRACT is made by and between the Milwaukee Board of School Directors (hereinafter, "MBSD"), 5225 West Vliet Street, P.O. Box 2181, Milwaukee, Wisconsin, 53210-2181, and the City of Milwaukee (hereinafter "City"), 200 East Wells Street, Milwaukee, WI 53202.

WHEREAS, MBSD and the City intend to enter into an Intergovernmental Cooperation Agreement pursuant to Wis. Stat. § 66.0301, the purpose of which is to provide for the disclosure and sharing of otherwise confidential pupil and juvenile records and information within the legal scope set forth in state and federal law; and

WHEREAS, MBSD and the City share a mutual interest in the goal of protecting the health and safety of pupils, school staff, and other individuals; and

WHEREAS, MBSD and the City, through the Milwaukee Police Department (hereinafter "MPD"), a department of the City, each maintain records and information regarding pupil and juveniles which, if shared with each other, would assist in achieving that goal; and

WHEREAS, Wis. Stat. §§ 118.125 and 938.396, and 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, allow for the sharing of pupil records and information and juvenile law enforcement records for certain specified purposes; and

WHEREAS, in order to pursue their mutual goal of protecting the health and safety of pupils, school staff, and other individuals, the parties wish to share pupil and juvenile records and information to the maximum extent allowed by law;

NOW, THEREFORE, the parties hereby agree as follows:

I. MBSD Responsibilities

A. Directory Data (Public Record)

1. The school principal or other designated pupil records custodian shall, upon request, provide an MPD officer with a pupil's "directory data."
2. In MBSD, "directory data" that shall be disclosed under this section are the following:
  - a. pupil's name
  - b. pupil's participation in officially recognized activities and sports
  - c. weight and height of athletic teams
  - d. degrees and awards received
  - e. name of school most recently previously attended (not the school currently attended).
3. In MBSD, "directory data" does not include:
  - a. pupil's or parents' address
  - b. pupil's or parents' telephone listing
  - c. pupil's date/place of birth
  - d. pupil's dates of attendance
  - e. pupil's photograph.

- B. Health or Safety Emergency
1. An MBSD school principal, or other designated pupil records custodian, shall disclose pupil records or information about a pupil to an MPD officer in connection with an emergency, if such records or information are necessary to protect the health or safety of any individual.
  2. The school principal or other designated pupil records custodian shall obtain pertinent certification from the MPD officer seeking the records or information, so as to enable the pupil records custodian to confirm the existence of an emergency. A "health or safety emergency" exists under the law if knowledge of the information is necessary to protect the health or safety of the pupil or other individuals.
  3. When providing the written certification described in section I.B.2. above, the parties shall use the form attached hereto as Appendix A-1.
- C. Truancy or For Purpose of Investigating Alleged Criminal or Delinquent Activity by the Pupil (Pupil's Attendance Record)
1. The MBSD school principal or other designated pupil records custodian who discloses a copy of a pupil's attendance record to an MPD officer for purposes of a truancy investigation shall notify the pupil's parent or guardian of that disclosure as soon as practicable after the disclosure. The form attached hereto as Appendix B shall be used to provide the notification.
  2. An MBSD school principal or other designated pupil records custodian shall, upon request, provide an MPD officer with a copy of a pupil's attendance record if the MPD officer certifies in writing that the pupil is under investigation for truancy or for allegedly committing a criminal or delinquent act, and that the MPD will not further disclose the pupil's attendance record, except as permitted by law.
  3. When providing the written certification described in section I.C.2. above, the parties shall use the form attached hereto as Appendix A-2.
- D. For Purpose of Providing Services to Pupil Before Adjudication
1. An MBSD school principal or other designated pupil records custodian shall, upon request, disclose pupil records to the MPD for the purpose of providing services to a pupil before adjudication.
  2. The person to whom the records are disclosed pursuant to section I.D.1. above, shall certify in writing that the records will not be disclosed to any other person, except as permitted by law. When providing this written certification, the parties shall use the form attached hereto as Appendix A-1.
- E. Whenever MBSD receives information from the MPD pursuant to section II.A. of this Agreement, the school district administrator who receives the information shall notify the pupil named in the information, and the parent or guardian of any minor pupil named in the information, of the information received. Notification may be written and by telephone contact.
- F. Whenever MBSD receives information from the MPD pursuant to section II.A. of this Agreement, MBSD shall keep such information confidential and shall disclose such information only as follows:
1. To persons employed by MBSD who are required by the Wisconsin Department of Public Instruction to hold a license.
  2. To other MBSD officials who have been determined by the school board to have legitimate educational interests, including safety interests, in the information.

3. To those MBSD employees who have been designated by the school board to receive the information for the purpose of providing treatment programs for pupils.
- G. MBSD shall not use information or records obtained pursuant to this Agreement as the sole basis for expelling or suspending a pupil, or as the sole basis for taking any other disciplinary action, including action under any school district athletic code, against a pupil.
- H. MBSD shall maintain records or information obtained pursuant to this Agreement separately from a pupil's other pupil records.
- I. MBSD shall ensure that its school principals or other designated pupil records custodians who may be requesting or providing information or records pursuant to this Agreement are aware of the terms of this Agreement and of their obligations pursuant to this Agreement.
- J. All records provided to the MPD pursuant to this agreement shall be provided without charge.

II. City Responsibilities

- A. MPD shall, on its own initiative or at the request of an MBSD principal or school district level administrator, provide to MBSD any information in City records relating to the following:
  1. The use, possession, or distribution of alcohol or a controlled substance or a controlled substance analog by a juvenile enrolled in MBSD.
  2. The illegal possession by a juvenile of a dangerous weapon.
  3. Acts for which the juvenile enrolled in the school district was taken into custody based on an MPD officer's belief that the juvenile was committing or had committed a violation of any state or federal criminal law.
  4. An act for which a juvenile enrolled in the school district was adjudged delinquent.
- B. MPD shall ensure that its commitment to provide information to MBSD, as described in section II.A. above, is incorporated into official MPD policy.
- C. MPD shall ensure that MPD officers who may be requesting or providing information or records pursuant to this Agreement are aware of the terms of this Agreement and of their obligations pursuant to this Agreement.
- D. MPD shall not disclose pupil records or information received from MBSD, except as permitted by law.
- E. All records provided to MBSD pursuant to this agreement shall be provided without charge.

APPROVED:  
MILWAUKEE BOARD OF SCHOOL  
DIRECTORS



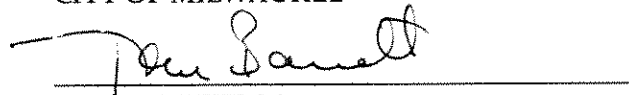
WILLIAM G. ANDREKOPOULOS  
Superintendent, Milwaukee Public Schools

Date: \_\_\_\_\_

  
JOSEPH E. DANNECKER, President  
Milwaukee Board of School Directors

Date: 2-22-07

APPROVED:  
CITY OF MILWAUKEE




TOM BARRETT, Mayor  
City of Milwaukee

Date: 3/7/07

  
RONALD D. LEONHARDT, City Clerk  
City of Milwaukee

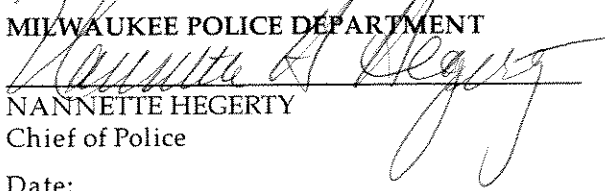
Date: 2/27/07

COUNTERSIGNED:

*for*  *cu*  
W. MARTIN MORICS, Comptroller  
City of Milwaukee

Date: 3-12-2007.

THE TERMS OF THIS INTERGOVERNMENTAL AGREEMENT ARE HEREBY APPROVED:

MILWAUKEE POLICE DEPARTMENT  
  
NANNETTE HEGERTY  
Chief of Police  
Date: \_\_\_\_\_

1032-2004-3341:97247

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**INTERGOVERNMENTAL AGREEMENT FOR  
SCHOOL SECURITY PILOT PROGRAM  
BETWEEN  
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
(Cluster Schools)  
AND  
THE CITY OF MILWAUKEE**

**THIS AGREEMENT** is between the City of Milwaukee (“City”) and the Milwaukee Board of School Directors (“MPS”).

**WHEREAS**, The City and MPS believe that all MPS pupils deserve to receive a good education in a safe and secure school environment; and

**WHEREAS**, MPS and its staff, parents and the Milwaukee community want every MPS pupil to thrive educationally and emotionally in a safe and secure school environment; and

**WHEREAS**, in April of 2006, the MPS School Safety Planning Advisory Committee recommended to the Superintendent of MPS that School Resource Officers be placed in Milwaukee’s public schools; and

**WHEREAS**, school districts across the state and nation have entered into agreements with law enforcement agencies in an attempt to ensure that schools are safe and secure so as to make the schools conducive to learning; and

**WHEREAS**, this Agreement represents an effort by the City and MPS to enhance the cooperation and collaboration between the Milwaukee Police Department (“MPD”) and MPS by establishing and maintaining a positive partnership that promotes prevention, intervention, education and enforcement as a means of improving the safety and security in and around MPS schools for staff, students, parents, and the community; and

**WHEREAS**, the Common Council approved this Agreement by Common Council File No. 061071 and authorized the appropriate city officials to execute this Agreement; and

**WHEREAS**, the Board approved this Agreement and authorized the appropriate MPS officials to execute this Agreement; and

**WHEREAS**, in consideration of the mutual benefits to be provided to the City and to MPS and under the authority granted to the City and MPS in Wis. Stat. § 66.0301(2), the parties enter into the following Intergovernmental Cooperation Agreement;

**IT IS HEREBY AGREED**, by and between the parties, as follows:

I. CITY’S RESPONSIBILITIES:

A. Officer Assignment.

City shall assign two law enforcement officers to work as School Resource Officers (“SROs”) in the School Security Pilot Program on a full-time basis during the second

semester of the 2006-2007 school year. The home-base school of these SROs shall be at Custer High School/Lady Pitts ("Custer High") located at 5075 North Sherman Boulevard, Milwaukee, Wisconsin 53209. The SROs shall, in addition to providing services more fully set forth below to Custer High School/Lady Pitts, provide the services described below to the following MPS schools: (1) Edison Middle School, 5372 North 37<sup>th</sup> Street, (2) Thurston Woods Elementary School, 5966 North 35<sup>th</sup> Street and (3) 35<sup>th</sup> Street Elementary School, operating at 3517 West Courtland Avenue and 4834 North Mother Daniels Way (together "the cluster schools").

It is expressly understood that the SROs assigned to work on the School Security Pilot Program are and shall remain employees of the City who are under the supervision of the Chief of Police for all purposes, and that MPS, by virtue of payments made under Section II.D. of this Agreement, is not their employer and does not exercise any control or have any actual or apparent authority over the activities of said officers.

The two SROs assigned to the School Security Program shall commence their duties under this Agreement on or about February 7, 2007, and conclude their duties at the end of the school day on June 15, 2007.

#### B. SRO Duties.

In addition to all required law enforcement duties, the duties of the SROs shall include:

1. Working in a collaborative and positive way to provide educational resources to pupils attending the cluster schools and their parents regarding issues related to alcohol and other drugs, laws, ordinances and the juvenile code, the role of law enforcement in the educational setting, violence and other crime prevention, and personal safety information and instruction;
2. Working with school administrators at the cluster schools to identify conditions that could be harmful to the welfare of pupils and the safety of the school environment and addressing those conditions;
3. Providing coverage at athletic events, parent-teacher conferences, concerts and/or other events occurring after school and on weekends as mutually agreed upon by the school leader of the cluster school and the SROs;
4. Attending various MPS meetings and training sessions to learn about the cluster schools' policies, practices and concerns; and
5. Providing assistance to cluster school personnel to improve the discipline and at the cluster schools.

#### C. MPD Record Keeping.

MPD shall document the following data as part of this Agreement:

1. Number of calls for service to cluster schools (excluding SRO's activity);
2. Priority codes for the calls for service to cluster schools (excluding SRO's activity);
3. Response time of calls for service to cluster schools;

4. Response time of calls for service to other MPS schools within the same district(s);
5. If feasible, number of school-related arrests made resulting from actions taking place at the cluster schools;
6. If feasible, number of school-related citations issued at the cluster schools;
7. Number of hours spent on prevention versus traditional law enforcement activities at cluster schools by SROs.

D. Sharing Data.

MPD shall provide MPS with the data set forth above as reasonably requested. In addition, if feasible MPD shall provide MPS with the same data for the previous year so that historical trends can be established.

II. MPS' RESPONSIBILITIES:

A. MPS Duties.

1. Provide a secured workspace at Custer High for the School Resource Officers;
2. Provide two computers hardwired to a VPN appliance providing secure access to the Milwaukee Police Department's network/Records Management System;
3. Provide a cell phone for each SRO;
4. Provide ancillary support services such as occasional clerical assistance, facsimile machines, copiers and telephones;
5. Provide the SROs training with regards to school policies, practices, procedures;
6. Provide SROs with copies of pertinent cluster school policies, practices, procedures and the school's security plan and emergency operations manual/procedures;
7. Conduct a climate survey to assess perceptions of safety, discipline and relationship with MPD.

B. MPS Record Keeping.

MPD shall document the following data as part of this Agreement:

1. Number of suspensions from the cluster schools resulting from weapons, drugs or endangering behavior;
2. Number of expulsions from the cluster schools resulting from weapons, drugs or endangering behavior;
3. Data from the climate survey to assess perceptions of safety, discipline and In no event shall MPS be liable under this Agreement for costs exceeding seventy-five thousand dollars (\$75,000.00) in one semester, unless the parties agree otherwise in writing. relationship with MPD.

C. Sharing Data:

MPD shall provide MPS with the data set forth above as reasonably requested.

D. Invoicing:

MPD shall pay the City the actual costs of salaries, fringe benefits, and overtime, plus indirect costs, of the two SROs assigned under this Agreement, but in no event shall that

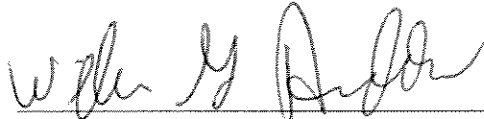
cost exceed seventy-five thousand dollars (\$75,000.00) in one semester, unless the parties agree otherwise in writing. City shall be reimbursed only for time actually worked under this Agreement in the School Security Program. It is understood that costs will be determined in accordance with the collective bargaining agreement between the City of Milwaukee and the Milwaukee Police Association and that costs may need to be adjusted to reflect retroactive pay to the School Resource Officers.

The City shall invoice MPS on a periodic basis for services performed under this Agreement.

III. TERMINATION OR EXTENSION OF AGREEMENT

This Agreement may be terminated by either party for convenience upon ninety (90) days notice in writing to the other party. This Agreement may be extended by the parties to cover the first semester of the 2007-2008 school year under the same terms and conditions that exist in this Agreement without receiving further approval of either the Common Council of the City of Milwaukee or the Milwaukee Board of School Directors. An extension of this Agreement for the first semester of the 2007-2008 school year shall be in writing and executed by the signatories to this Agreement or their successors.

**APPROVED:**  
**MILWAUKEE PUBLIC SCHOOLS**


  
\_\_\_\_\_  
WILLIAM G. ANDREKOPOULOS  
Milwaukee Public Schools Superintendent

Date: \_\_\_\_\_

  
\_\_\_\_\_  
JOSEPH E. DANNECKER, President  
Milwaukee Board of School Directors

Date: 2-22-07

**APPROVED:**  
**CITY OF MILWAUKEE**

  
\_\_\_\_\_  
TOM BARRETT, Mayor  
City of Milwaukee

Date: 3/2/07

**MILWAUKEE POLICE DEPARTMENT**

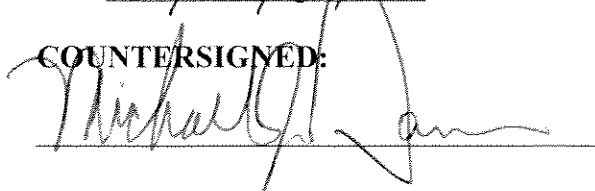
  
\_\_\_\_\_  
NANNETTE HEGERTY  
Chief of Police

Date: \_\_\_\_\_

  
\_\_\_\_\_  
RONALD D. LEONHARDT, City Clerk  
City of Milwaukee

Date: 2/27/07

**COUNTERSIGNED:**

  
\_\_\_\_\_



W. MARTIN MORICS, Comptroller  
City of Milwaukee

*for*

Date: 3-12-2007

**INTERGOVERNMENTAL AGREEMENT FOR  
SCHOOL SECURITY PILOT PROGRAM  
BETWEEN  
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
(Bradley Tech)  
AND  
THE CITY OF MILWAUKEE**

**THIS AGREEMENT** is between the City of Milwaukee (“City”) and the Milwaukee Board of School Directors (“MPS”).

**WHEREAS**, The City and MPS believe that all MPS pupils deserve to receive a good education in a safe and secure school environment; and

**WHEREAS**, MPS and its staff, parents and the Milwaukee community want every MPS pupil to thrive educationally and emotionally in a safe and secure school environment; and

**WHEREAS**, in April of 2006, the MPS School Safety Planning Advisory Committee recommended to the Superintendent of MPS that School Resource Officers be placed in Milwaukee’s public schools; and

**WHEREAS**, school districts across the state and nation have entered into agreements with law enforcement agencies in an attempt to ensure that schools are safe and secure so as to make the schools conducive to learning; and

**WHEREAS**, this Agreement represents an effort by the City and MPS to enhance the cooperation and collaboration between the Milwaukee Police Department (“MPD”) and MPS by establishing and maintaining a positive partnership that promotes prevention, intervention, education and enforcement as a means of improving the safety and security in and around MPS schools for staff, students, parents, and the community; and

**WHEREAS**, the Common Council approved this Agreement by Common Council File No. 061071 and authorized the appropriate city officials to execute this Agreement; and

**WHEREAS**, the Board approved this Agreement and authorized the appropriate MPS officials to execute this Agreement; and

**WHEREAS**, in consideration of the mutual benefits to be provided to the City and to MPS and under the authority granted to the City and MPS in Wis. Stat. § 66.0301(2), the parties enter into the following Intergovernmental Cooperation Agreement;

**IT IS HEREBY AGREED**, by and between the parties, as follows:

**I. CITY’S RESPONSIBILITIES:**

**A. Officer Assignment.**

The City shall assign and assume payment for two law enforcement officers to work as School Resource Officers (“SROs”) in the School Security Pilot Program on a full-time

basis during the second semester of the 2006-2007 school year. These SROs are and shall remain employees of the City under the supervision of the Chief of Police for all purposes. The SROs will be assigned to the Lynde and Harry Bradley Technology and Trade School ("Bradley Tech") located at 700 South 4<sup>th</sup> Street, Milwaukee, Wisconsin 53204. The number of school squads will not decrease as a result of this Agreement.

The two SROs assigned to the School Security Program shall commence their duties under this Agreement on or about February 7, 2007, and conclude their duties at the end of the school day on June 15, 2007.

#### B. SRO Duties.

In addition to all required law enforcement duties, the duties of the SROs shall include:

1. Working in a collaborative and positive way to provide educational resources to pupils and parents regarding issues related to alcohol and other drugs, laws, ordinances and the juvenile code, the role of law enforcement in the educational setting, violence and other crime prevention, and personal safety information and instruction;
2. Working with school administrators to identify conditions that could be harmful to the welfare of pupils and the safety of the school environment and addressing those conditions;
3. Providing coverage at athletic events, parent-teacher conferences, concerts and/or other events occurring after school and on weekends as mutually agreed upon by the school leader and the SROs;
4. Attending various MPS meetings and training sessions to learn about school policies, practices and concerns; and
5. Providing assistance to school personnel to improve the discipline and safety in Bradley Tech.

#### C. MPD Record Keeping.

MPD shall document the following data as part of this Agreement:

1. Number of calls for service to Bradley Tech (excluding SROs' activity);
2. Priority codes of the calls for service to Bradley Tech (excluding SROs' activity);
3. Response time of calls for service to Bradley Tech;
4. Response time of calls for service to other MPS schools within the same district;
5. If feasible, number of school-related arrests resulting from actions at Bradley Tech;
6. If feasible, number of school-related citations issued at Bradley Tech;
7. Number of SROs' hours spent on prevention versus traditional law enforcement activities.

#### D. Sharing Data.

MPD shall provide MPS with the data set forth above as reasonably requested. If feasible, in addition, MPD shall provide MPS with the same data for the previous year so that historical trends can be established.

## II. MPS' RESPONSIBILITIES:

### A. MPS Duties.

1. Provide a secured workspace at Bradley Tech for the SROs;
2. Provide two computers hardwired to a VPN appliance providing secure access to the Milwaukee Police Department's network/Records Management System;
3. Provide a cell phone for each SRO in case of weak/nonexistent radio reception within the school building;
4. Provide ancillary support services such as occasional clerical assistance, facsimile machines, copiers and telephones;
5. Provide training with regards to school policies, practices, procedures, and needs from the SRO;
6. Provide SROs with copies of pertinent school policies, practices, procedures and the school's security plan and emergency operations manual/procedures; and
7. Conduct a climate survey to assess perceptions of safety, discipline and relationship with MPD.

### B. MPS Record Keeping.

MPS shall document the following data as part of this Agreement:

1. Number of suspensions from Bradley Tech resulting from weapons, drugs or endangering behavior;
2. Number of expulsions from Bradley Tech resulting from weapons, drugs or endangering behavior;
3. Data from the climate survey to assess perceptions of safety, discipline and relationship with MPD.

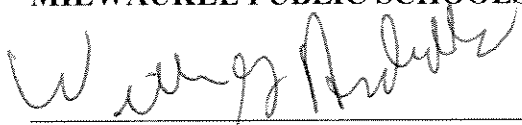
### C. Sharing Data:

MPS shall provide MPD with the data set forth above as reasonably requested.

III. TERMINATION OR EXTENSION OF AGREEMENT

This Agreement may be terminated by either party for convenience upon ninety (90) days notice in writing to the other party. This Agreement may be extended by the parties to cover the first semester of the 2007-2008 school year under the same terms and conditions that exist in this Agreement without receiving further approval of either the Common Council of the City of Milwaukee or the Milwaukee Board of School Directors. An extension of this Agreement for the first semester of the 2007-2008 school year shall be in writing and executed by the signatories to this Agreement or their successors.

**APPROVED:  
MILWAUKEE PUBLIC SCHOOLS**

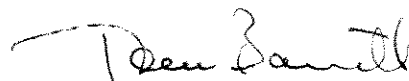
  
\_\_\_\_\_  
WILLIAM G. ANDREKOPOULOS  
Milwaukee Public Schools Superintendent

Date: \_\_\_\_\_

  
\_\_\_\_\_  
JOSEPH E. DANNECKER, President  
Milwaukee Board of School Directors

Date: 2-22-07

**APPROVED:  
CITY OF MILWAUKEE**

  
\_\_\_\_\_  
TOM BARRETT, Mayor  
City of Milwaukee

Date: 3/7/07

**MILWAUKEE POLICE DEPARTMENT**


  
\_\_\_\_\_  
NANNETTE HEGERTY  
Chief of Police

Date: \_\_\_\_\_

  
\_\_\_\_\_  
RONALD D. LEONHARDT, City Clerk  
City of Milwaukee

Date: 2/27/07

**COUNTERSIGNED:**

*for*   
\_\_\_\_\_  
W. MARTIN MORICS, Comptroller  
City of Milwaukee

Date: 3-12-2007