

Intergovernmental Agreement for School Resource Officers

Between

Milwaukee Board of School Directors

and

The City of Milwaukee

This Agreement is between the City of Milwaukee (“City”) and the Milwaukee Board of School Directors (“Board” or “MPS”).

WHEREAS, the City and MPS believe that all MPS pupils deserve to receive a quality education in a safe and secure environment; and

WHEREAS, through and with the primary goals of a School Resource Officer Program (hereinafter “SRO”) are to assist with crime prevention measures and provide a safe learning environment; and

WHEREAS, Wisconsin Statutes Section 62.90 (8) requires that no fewer than 25 SROs be assigned to MPS schools throughout the City of Milwaukee; and

WHEREAS, this Agreement is specific to and limited to the SROs acting in that capacity, as well as specific to and limited to those schools based on schools in most need of police proactive interaction and selected considering the statistics published under Wis. Stat. 118.124(3)(a), as required by Wis. Stat. 62.90(8); and

WHEREAS, SROs will be assigned to specific regions throughout the District to ensure coverage of MPS schools and to allow the officers to collaborate regularly at schools agreed upon between MPS and MPD; and

WHEREAS, SROs shall be employees of the City’s governed department, Milwaukee Police Department, (“MPD”), not MPS, and shall be subject to MPD’s administration and supervision; and

WHEREAS, SROs assigned to MPS shall be sworn law enforcement officers who are properly vetted and trained for the position by attending all State- and City-mandated trainings, including, the 40-hour National Association of School Resource Officers (NASRO) Basic SRO course; and

WHEREAS, as employees of MPD, SROs will be governed by and adhere to the Standard Operating Procedures adopted and published by MPD; and

WHEREAS, all parties also understand that under the newly created SRO Program, school code of conduct violations and discipline for students remains the responsibility of school administrators; and

WHEREAS, this Agreement represents an effort by the City and MPS to enhance the cooperation and collaboration between the City and MPS by establishing and maintaining a positive partnership that promotes prevention, intervention, and enforcement as a means of improving the safety and security on and adjacent to MPS premises and

WHEREAS, the City's Common Council approved this Agreement by Common Council File No. [REDACTED] and authorized the appropriate City officials to execute this Agreement; and

WHEREAS, the MPS Board of School Directors approved the funding necessary for this Agreement on February 20, 2025, and have further authorized the appropriate MPS officials to execute this Agreement; and

WHEREAS, in consideration of the mutual benefits to be provided to the City and MPS, and under the authority granted to the City and MPS Board of School Directors in Wisconsin Statute Section 66.0301(2), the parties enter into the following mutually acknowledged Intergovernmental Agreement for an SRO Program, and agree to the following:

A. Purpose

The purpose of this Agreement is to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve, comply with Wisconsin Statutes Section 62.90(8), and have a shared understanding of the goals of the SRO Program.

B. Responsibilities of the Parties

1. MPD shall:
 - i. Send SROs to NASRO training to police within the MPS School District, as set forth below and within Wisconsin Statute Section 62.90(8), and provide MPS with verifiable certification of completion for each SRO who completes NASRO training so MPS can fulfill its statutory obligation related to the same.
 - ii. Strive to be prompt and readily available, when assigned to MPS as SROs to address suspected crimes that have been reported. This shall include, but not be limited to the investigation of crimes on or adjacent to the property of schools identified in this Agreement, in which MPS students, MPS staff, or persons on MPS property are involved.
 - iii. Provide community referrals when requested by MPS.

- iv. Assign SROs to assist MPS officials with any research-based intervention measures, including, Crime Prevention Through Environmental Designs (CPTEDs), that may reduce crime and disorder within and around the school.
- v. Familiarize SROs with MPS's disciplinary policies and MPS Student Code of Conduct as provided by MPS.
- vi. It is the preference of both parties that SROs not participate in enforcing MPS code of conduct violations, unless such participation is necessary under the circumstances.
- vii. Require SROs to adhere to and be governed by the Standard Operating Procedures adopted and published by MPD.
- viii. Maintain and require SROs to maintain confidentiality of student information and records, except as required by law.
- ix. Refrain from and require SROs to refrain from the appearance of making decisions or speaking on behalf of MPS.
- x. Comply with reporting requirements contained in **Section K** of this Agreement.
- xi. Ensure that the SRO Supervisor(s) attends monthly meetings with the MPS Safety Director, to discuss any matters regarding scheduling, response, or the execution of services pursuant to this Agreement.

2. MPS shall:

- i. Enforce school rules as outlined by MPS' Student Code of Conduct.
- ii. Train school staff how to distinguish when a student's conduct requires school administration, School Safety, or SRO engagement.
- iii. Collaborate with SRO to address criminal activities or offenses that occur on MPS' property or under MPS' authority.
- iv. Provide SROs with copies of pertinent school policies, practices, and procedures.
- v. Ensure that SROs have access to the school-level crisis plans.
- vi. Refrain from and require SROs to refrain from the appearance of making decisions or speaking on behalf of MPD.
- vii. Not participate in enforcing criminal law, unless such participation is necessary under the circumstances.
- viii. Conduct monthly meetings, at a minimum, to discuss any matters regarding scheduling, response, or the execution of services pursuant to this Agreement.
- ix. Maintain accurate records of police involvement with students in Infinite Campus.

C. Compensation

The parties agree to comply with the Court Order issued on February 20, 2025, which states the parties are to “evenly split between the Milwaukee Board of School Directors and the City of Milwaukee all costs of meeting the requirements with Wis. Stat. § 62.90(8).” The parties recognize the total cost of compliance with Wis. Stat. § 62.90(8) may fluctuate; however, the City has estimated the total cost of compliance to be \$1.6 million per school year, using 2025 labor costs.

D. Selection and Assignment

MPD shall request that any of its employed officers having an interest in becoming SROs identify themselves to their supervisory staff. Supervisory staff may also separately identify officers possessing the qualities of an SRO. These identified officers shall become the “candidates.” Candidates must be in good standing with the Department and have disciplinary records devoid of any substantiated complaints about conduct with or involving juveniles.

The Chief of Police shall make the final selection of SROs.

Once an SRO is assigned, MPS reserves the right to request, in writing and submitted to the Chief of Police, the removal of an SRO from the assigned location or the SRO program, if it determines the SRO is not effectively carrying out their job responsibilities. The Chief of Police may reassign or remove the SRO based upon department rules and procedures.

In the event of a resignation, dismissal, or reassignment of an SRO, the Chief of Police shall provide a replacement as soon as is practicable after receiving written notice of such absence, dismissal, resignation. The Chief of Police shall ensure that a minimum of 25 SROs are assigned to MPS at all times, pursuant to Wisconsin Statutes Section 62.90(8).

The Chief of Police shall designate, in his or her sole discretion, the SRO Supervisor(s).

E. SRO Evaluation

The SRO Supervisor(s) shall meet with school administration to consult, at least semi-annually at the end of each semester, regarding SROs compliance and performance.

F. Uniform Dress

SROs will wear their department issued uniform and duty equipment while performing SRO duties. Because SROs are a sworn member of the local police department, their uniform and equipment may include all Milwaukee Police Department equipment issued for patrol duty pursuant to MPD’s Standard Operating Procedures.

G. Supervision

In performance of their duties, SROs shall coordinate and communicate with their assigned MPS leader.

As employees of MPD, SROs shall follow their chain of command and shall report to their respective SRO Supervisor(s) of their assigned work location. In the absence of their SRO Supervisor(s), SROs shall report to an on-duty Shift Commander with their respective Police District. SROs are, and shall at all times remain, solely City employees for all purposes whatsoever.

H. Work Days and Duty Hours

MPD shall instruct its assigned SROs to rapidly respond to any calls for service concerning the MPS schools participating in and identified in this Agreement on dates of student attendance and during established normal school hours, or as otherwise agreed upon, in writing, between the MPD Chief of Police and MPS Director of Safety. The parties recognize that student attendance days may fluctuate slightly year-to-year due to unforeseen emergencies, such as snow days. MPS will strive to provide MPD with as much advance notice of any change in student attendance days as possible.

MPD shall not assign SROs to MPS beyond the normal school day, or to extra-curricular events, unless explicitly requested. When requested, MPS shall sign an extra duty agreement with MPD for the use of MPD officers beyond the normal school day. MPD's standard extra duty agreement is attached hereto as Exhibit A. Once requested by MPS Director of Safety and the extra duty agreement is signed, the Chief of Police will assign SROs based on availability.

On days when school is not in session, SROs shall be assigned to regular police duty, with work hours assigned by the Chief of Police.

Unless otherwise agreed to in writing, SROs are not scheduled to the SROs' regular school assignments during Winter Break, Spring Break, or Summer Break.

It is understood and agreed that, if an SRO is called to respond to a non-MPS situation during assigned SRO hours, the SRO will respond to the situation as a non-SRO personnel, and will return to their normal SRO duties after being released from the call for service. Said non-SRO calls are to be determined by the discretion of the Chief of Police or his or her designee. The SRO's Supervisor(s) shall notify MPS' Director of Safety, prior to leaving their SRO assignment, and shall notify MPS' Director of Safety, immediately upon their return.

I. Training

All assigned SROs must receive 40 hours of NASRO training prior to assignment under the SRO program.

A minimum of eight (8) MPS supervisory safety personnel will also receive 40 hours of NASRO training. MPS shall pay for all MPS personnel participating in NASRO training. When possible, MPS staff will attend NASRO training with SROs.

MPS' Director of Safety will make arrangements with the SRO Supervisor(s) to train all assigned SROs on MPS Code of Conduct identification of school disciplinary issues and threats to school safety, MPS school security plan and emergency operations manual and procedures, Seclusion/Restraint, Family Education Rights and Privacy Act (FERPA) standards, Bullying, Restorative Practices and Positive Behavior Interventions & Supports (PBIS). This MPS lead training will be conducted during normal school SRO assigned hours.

NASRO training may be provided to other officers in the MPD to supplement the needs of MPS upon mutual Agreement of the parties.

J. FERPA Compliance

The City and MPS agree to protect the confidentiality of pupil records as required by law, while providing for the lawful disclosure of pupil records and information with the City's Police Department to the extent permitted by law, to serve the interests of pupils and all other concerned parties. It is understood and agreed that this MOU is an Interagency Agreement that authorizes the City's Police Department to routinely disclose information to MPS as permitted by Wis. Stat. § 938.396(1), and the City's Police Department shall disclose such information routinely and by request of MPS. Solely for purposes of SRO access to education and pupil records, MPS designates the SRO as a school official with a legitimate educational interest in accessing education records under the Federal Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g, and in accessing pupil records under Wis. Stat. § 118.125(2)(d). MPS may provide SROs with access to education and pupil records information maintained by MPS only as needed by the SROs to perform their duties as SROs. Such information may include student behavior intervention plans and student safety plans. The SROs may also be granted access to education and pupil records information in the event of an emergency situation threatening the health or safety of a student or other individual. The SROs may only re-disclose education or pupil records information, including to the City's Police Department, consistent with FERPA and Wisconsin's pupil records law. Records created and maintained by the SROs for the purpose of ensuring the safety and security of persons or property in MPS, or for the enforcement of local, state, or federal laws or ordinances, including body camera footage, shall not be considered education or pupil records—even when such records may serve the dual purpose of enforcing school rules—and are not

subject to the same prohibitions of access or disclosure by the SROs. This Section shall survive the expiration of this MOU spelled out in **Section L** below.

K. Data Reporting

1. Weekly

SROs shall provide their SRO Supervisor(s) with a report on SRO program activities which shall include, but not be limited to interventions, youth referrals, and/or safety and prevention. Reports shall also include hours and school days worked, law enforcement interventions requiring an incident report being filed, use of force, arrest, citation data (which should include age, gender and race demographics), and/or court referrals.

Reports shall be deidentified so as to not identify an individual student. Reports shall also identify the individual SROs staffed each student attendance day and the total hours worked each day by each SRO. If a reserve SRO is staffed on a student attendance day, they shall be included in the attendance report prepared and provided by MPD.

2. Quarterly

MPS, the City, and MPD will collaborate quarterly to discuss the progress of the SRO Program.

3. Annual

MPD will provide the number of calls for service for concerning schools participating in the SRO Program and identified in this Agreement, by priority and disposition during the annual school year.

MPD will provide the number of school-related arrests and citations, where citation data is available, at each of the schools participating in the SRO Program and identified in this Agreement.

L. Terms

1. Term: The initial Term of this Agreement shall be for the 2024-2025 school year and shall commence on February 27, 2025 and terminate on the last regularly scheduled date of the 2024-2025 school year. The term shall automatically renew each year for another one-year term one week before the beginning of the next school year, unless terminated by either Party to the extent permitted by law. If permitted by law, either Party may terminate this agreement upon 30 days' written notice to the other Party. Termination shall not relieve any Party of any obligation or liability accrued prior to the effective date of termination.

M. Disputes

If a dispute arises out of or related to this Agreement, or there is an alleged breach or disagreement over finalization of terms, the Parties agree to make a good faith effort to timely negotiate.

N. Payment Process

When MPD is seeking payment from MPS under this MOU, MPD agrees to provide MPS with an itemized invoice that identifies the total monies owed, the specific hours worked by each SRO or reserve officer temporarily assigned SRO duties to be broken down by each student attendance day, and the time period associated with the services for which payment is being requested. Upon receiving accurate and complete information from MPD, MPS shall pay the invoice in full no later than 45 calendar days from the last date the required information is received from MPD. The parties agree to comply with the Court Order issued on February 20, 2025 with regard to **Section N** of this Agreement. The Order states the parties are to “evenly split between the Milwaukee Board of School Directors and the City of Milwaukee all costs of meeting the requirements with Wis. Stat. § 62.90(8).”

O. Notice & Communication

Notices to either party provided for in this Agreement shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Agreement, or to their designees.

For day-to-day operations & communications:

MPS Point of Contact:

Director of School Safety & Security
Dr. Shannon Jones
5225 W. Vliet Street, Room 204
Milwaukee, WI 53208
Phone: (414)345-6637
Email: joness@milwaukee.k12.wi.us

City MPD/SRO Point of Contact:

Chief of Staff
Heather Hough, J.D.
749 W. State Street
Milwaukee, WI 53233
Phone:(414)933-4444
Email:hehoug@milwaukee.gov

P. Liability.

The Parties shall be solely liable for all acts undertaken by their respective employees, agents, and officers. Nothing in this Agreement shall be construed to reduce any immunity or limit of liability either Party may have pursuant to federal, state, local, or common law.

Q. Jurisdiction.

Nothing in this Agreement is intended to reduce or eliminate the law enforcement jurisdiction which the City, Chief of Police and MPD would have in the absence of this Agreement.

R. Entire Agreement & Amendments.

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, discussion, representations, warranties and covenants between the parties concerning the subject matter hereof. Any amendments, changes or modifications to this Agreement shall be in writing and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year last signed below.

**APPROVED
MILWAUKEE BOARD OF SCHOOLS
DIRECTOR**

**APPROVED
CITY OF MILWAUKEE**

Eduardo Galvan,
Interim Superintendent of Schools

Cavalier Johnson,
Mayor City of Milwaukee

Date: _____

Date: _____

Marva Herndon, President
Milwaukee Board of School Directors
Date: _____

Jeffrey B. Norman, Chief of Police
Milwaukee Police Department
Date: _____

Jim Owczarski, City Clerk

City of Milwaukee
Date: _____

Countersigned:

Bill Christianson, City Comptroller
City of Milwaukee
Date: _____

Evan Goyke, City Attorney
City of Milwaukee
Date: _____

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