



MILWAUKEE
PUBLIC LIBRARY

Paula A. Kiely
Director

November 2, 2016

To: Library Services & Programs Committee of the
Milwaukee Public Library Board of Trustees:
Vice-Chair Ald. Milele Coggs, Joe'Mar Hooper, Dir. Mark Sain
all trustees are welcome to attend
MPL: Joan Johnson, Jennifer Meyer, Michael Weber

From: Paula A. Kiely
Library Director

Re: Library Services & Programs Committee Meeting
November 7, 2016 5:30 p.m.-6:30 p.m.
Central Library Meeting Room 1
814 W. Wisconsin Avenue

MEETING NOTICE AND AGENDA

1. **2017 Program Plan**. Director Paula Kiely will present the library's 2017 program plan.
Attachment A, page 2
2. **ConnectED Library Challenge Update**. Deputy Director Joan Johnson will provide an update on the ConnectEd Library Challenge initiative.
Attachment B, page 3
3. **Permanent Ban of Patron**. Director Kiely will seek support for the permanent ban of patron Cliff Walters.
Attachment C, page 10

Persons engaged in lobbying as defined in s. 305-43-4 of the Milwaukee Code of Ordinances are required to register with the City Clerk's Office License Division. More information is available at www.milwaukee.gov/lobby or by calling (414) 286-2238.

Please be advised that members of the Milwaukee Common Council who are also members of this body will be in attendance at this meeting. In addition, Common Council members who are not members of this body may attend this meeting to participate or to gather information. A quorum of the Common Council or any of its standing committees may be present, but no formal Common Council action will be taken at this meeting.

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities. Make requests to the Library Director's Office at (414)286-3021, 286-2794 (FAX), or Central Library, 814 W. Wisconsin Ave., Milwaukee, WI 53233 Attn: Accommodation Request.

**MPL Services & Programs Comm-
AGENDA 11/07/16
p. 1**

**Inventory of Services - 2017
DRAFT**

	Young Families	Global Roots	Traditional Living	Other
Early Literacy				
Ready to Read	•	•		
Books2Go	•	•		
Preschool Story Classes / Play Activities	•	•	•	•
School-age Services				
Library Loud - Library Card Wristbands*	•	•	•	•
ConnectED - Library Card Education for MPS*	•	•	•	•
Teacher in the Library	•	•	•	
Summer Reading	•	•	•	•
Teen Services				
Teen Advisory Board	•	•	•	•
Teen Learning	•	•	•	•
Teen Internships*	•	•	•	
Adults				
Computer Training	•	•	•	
Job Labs	•	•	•	
Career Online High School*	•	•		
Adult Tutoring Program - Sustainability & Format	•	•		
50+ Program/Service Initiative*	•	•	•	•
Fax Machines*	•	•	•	•
Social Worker Services*	•	•	•	
Special Collections Programs				•
Multiple Audiences				
Martin Luther King Day Program at King	•	•	•	•
Computer and WiFi Access	•	•	•	•
Hot Spot Lending*	•	•	•	
Library Loud - Branch (2)*	•	•	•	
Library Loud - Haunted Central	•	•	•	
Reference Service	•	•	•	•
Physical Collections	•	•	•	•
E-Resource Collections	•	•	•	•
NEA Big Read* / Book Clubs / Author Visits	•	•	•	•
Learning Commons Initiative*	•	•	•	•

*New

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, (hereinafter "MOU"), is made by and between the Milwaukee Board of School Directors on behalf of Milwaukee Public Schools, an entity created by the laws of the State of Wisconsin, (hereinafter "MPS"), the Milwaukee County Federated Library System, a legal entity established pursuant to Chapter 43 of the Wisconsin State Statutes ("MCFLS") and the Milwaukee Public Library, a Wisconsin municipal corporation ("MPL"), (together, MCFLS and MPL are the "Libraries").

RECITALS

WHEREAS, MPS recognizes community organizations are essential partners to MPS; and

WHEREAS, the Libraries desire to improve access to and promote the use of local libraries for purposes of building healthy families and vibrant neighborhoods; and

WHEREAS, Milwaukee Mayor Tom Barrett, MPS Superintendent Darienne Driver, and Milwaukee Public Library Director, Paula Kiely have certified with the White House their intent to participate in President Obama's ConnectED Library Challenge, an effort to provide all students a library card and access to digital resources; and

WHEREAS, by entering into a partnership, MPS and the Libraries can increase awareness and utilization of these local resources by MPS students and their families; and

NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF THE LIBRARIES

- a. MPL will provide a contact person, Joan Johnson, MPL Deputy Director, (jrjohns@milwaukee.gov) to cooperate with MPS in receiving confidential pupil records as set forth herein.
- b. MCFLS will provide a contact person, Steve Hesel, MCFLS Library Systems Administrator, (Steve.Hesel@mclfs.org) to cooperate with MPS in receiving confidential pupil records as set forth herein.
- c. The Libraries will accept confidential pupil records, subject to the restrictions set forth in 4 below, for the sole purpose of setting up digital library accounts for all MPS students, grades 1-12.
- d. The Libraries will provide to MPS Media Specialists training and other information relating to utilization of MPL online resources.
- e. MCFLS and MPL are self-insured. MCFLS and MPL will assume all risk of loss or damage to its property and waives all claims with respect thereto against MPS, unless such loss or damage is caused directly or proximately by any wrongful, intentional, or negligent act or omission of MPS students and its employees.

- f. There will be no cost to MPS for any of the services provided to MPS students pursuant to this MOU.

2. RESPONSIBILITIES OF MPS

- a. MPS will provide a contact person, Kristin Kappelman, MPS Program Evaluation Specialist (kappelkj@milwaukee.k12.wi.us) to cooperate with the Libraries in the release of confidential pupil records as set forth herein.
- b. MPS will provide a contact person, Ruth Maegli, MPS Chief Academic Officer (Maegli@milwaukee.k12.wi.us) to cooperate with the Libraries as it relates to training of MPS Media Specialists, supporting teachers with library instruction in their respective classrooms, and coordinating online resource access.
- c. MPS will assist with communication to parents regarding this partnership, and encouraging the use of the resources of the Libraries.
- d. MPS will include a URL link to MPL online resources as part of the “student toolbox” on the MPS Dashboard.

3. BACKGROUND CHECKS

- a. The services provided by the Libraries under this MOU do not involve direct, unsupervised contact with MPS students and, as such, no background checks are required.

4. DATA SHARING

- a. MPS’s Division of Research & Evaluation will work in good faith with the Libraries to ensure the Libraries have access to necessary confidential pupil records for the purposes for issuing all MPS students, grades 1-12, digital library accounts. The following data fields shall be shared:
 - i. MPS Student ID# (numeric, 7 digits)
 - ii. Wisconsin Student State ID # (numeric, 10 digits)
 - iii. Name (last name, first name, middle)
 - iv. Date of Birth
 - v. Projected graduation date (projection based on student’s age)
 - vi. Graduation cohort (for students when they enter high school)
- b. MPS will transfer data to the Libraries in a zipped and password protected file format as developed by MPS, via secure file transfer protocol (FTP).
- c. MPS shall transfer the data to the Libraries as follows:
 - i. On or before October 28, 2016: initial data transfer. In the event this MOU is executed after that date, MPS shall perform the initial data transfer as soon as reasonably practicable.
 - ii. November 2016: update of new enrollees
 - iii. December 2016: update of new enrollees

- iv. Thereafter, throughout the remainder of the term, data updates will be provided to the Libraries in January, May and September of each year in accordance with “3rd Friday” attendance counts.

Notwithstanding the foregoing, the parties may mutually agree to utilize a different schedule if it is determined appropriate at any time throughout the term of this MOU. Such agreement will not require a written modification pursuant to 10 herein, unless specifically requested by one of the parties. The parties agree to meet in January 2017 to discuss the data-sharing process and determine if there are any changes that need to be made.

- d. The Libraries agree that the confidential pupil records, and any personally identifiable information contained therein, will only be used for the specific purposes identified in 4a of this MOU. This obligation will survive the termination of this MOU.
- e. In accordance with the provisions of FERPA, the Libraries will not permit any other party to have access to the information contained in the confidential pupil records without the written consent of the parent/guardian or adult pupil to which the record pertains, except that each student’s name and MPS Student I.D. number will be utilized to create their digital library account, which information may be accessed by any MCFLS member library. This obligation will survive the termination of this MOU.
- f. Pursuant to Wis. Stat. § 43.30(1m) pertaining to Library Records, the Libraries are prohibited from disclosing to MPS, except by court order, any library records relating to the use of the library’s documents or other materials, resources, or services.
- g. The failure of the Libraries to comply with any federal law, state statute or Milwaukee Board of School Directors 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 MOU and cause for immediate termination of this MOU by MPS.

5. INDEMNITY

- a. To the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Stats. §§ 893.80 and 895.46, MCFLS will indemnify and hold harmless MPS, its agents, employees and officers against any and all claims, demands, actions and causes of action and resulting liability, loss, damages, costs and expenses arising out of the services provided pursuant to this MOU for injury to persons and damages to the extent caused directly or proximately by any wrongful, intentional or negligent act or omission of MCFLS or MCFLS’s officers, employees or agents. This obligation will not extend to wrongful, intentional or negligent acts or omissions of MCFLS, its officers, employees and agents, if and only if, such acts or omissions are in response to a negligent directive, policy or instruction issued to MCFLS by MPS or its employees.

- b. To the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Stats. §§ 893.80 and 895.46, MPL will indemnify and hold harmless MPS, its agents, employees and officers against any and all claims, demands, actions and causes of action and resulting liability, loss, damages, costs and expenses arising out of the services provided pursuant to this MOU for injury to persons and damages to the extent caused directly or proximately by any wrongful, intentional or negligent act or omission of MPL or MPL's officers, employees or agents. This obligation will not extend to wrongful, intentional or negligent acts or omissions of MPL, its officers, employees and agents, if and only if, such acts or omissions are in response to a negligent directive, policy or instruction issued to MPL by MPS or its employees.
- c. To the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Stat. § 893.80, MPS will indemnify and hold harmless MCFLS and MPL, their officers, employees and agents against any and all claims, demands, actions and causes of action and resulting liability, loss, damages, costs and expenses for injury to persons and damages to the extent caused directly or proximately by any wrongful, intentional, or negligent act or omission of MPS and its employees so long as such act or omission is within the scope of employment within the meaning of Wis. Stat. § 895.46.
- d. The obligations identified in 5 of this MOU will survive the termination of the MOU.

6. TERM

This MOU will be in effect from date of execution through July 31, 2019. Unless terminated pursuant to the provisions of 7 of this MOU, this MOU may be renewed, upon mutual written agreement of all parties, for additional three-year terms.

7. TERMINATION

- a. If any party fails to fulfill its obligations under this MOU in a timely or proper manner, or violates any of its provisions, the non-breaching parties will thereupon have the right to terminate this MOU by giving ten days' written notice of termination of the MOU, specifying the alleged violations, and effective date of termination. This MOU 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.
- b. Any party has the right to terminate this MOU at any time, for any reason, by giving the other parties thirty days' written notice by Certified Mail or Registered Mail of such termination.
- c. MPS has the right to immediately terminate this MOU as outlined in 4e.

8. INDEPENDENT PROVIDER

In entering into this MOU, and in acting in compliance herewith, the Libraries are at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. The Libraries further agree that MPS is not to be charged with the

obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time to time to any individual or entity providing services pursuant to this MOU.

9. NOTICE

- a. Notice to MCFLS will be sufficient if sent by first-class mail to Steve Hesel, 709 N. 9th Street, Milwaukee, WI 53233 or to such other address as MCFLS may designate to MPS and MPL in writing.
- b. Notice to MPL will be sufficient if sent by first-class mail to Joan Johnson, 814 W. Wisconsin Avenue, Milwaukee, WI 53233 or to such other address as MPL may designate to MPS and MCFLS in writing.
- c. Notice to MPS will be sufficient if sent by first-class mail to Ruth Maegli, 5225 West Vliet Street, Room 272, Milwaukee, WI 53208 or to such other address as MPS may designate to MCFLS and MPL in writing, with an electronic copy to vanderet@milwaukee.k12.wi.us.

10. MODIFICATION

Except as otherwise provided in 4c, no modification, expansion or amendment of this MOU will be of any force or effect unless in writing and signed by the parties hereto.

11. SEVERABILITY

All terms and covenants herein are severable. In the event any single term or covenant is found invalid by an agency or court of competent jurisdiction, this MOU will be interpreted as if such invalid terms or covenants were not contained herein.

12. CHOICE OF LAW & FORUM

This MOU will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin. The venue of any action hereunder will be in Milwaukee County, Wisconsin.

13. PUBLIC RECORDS

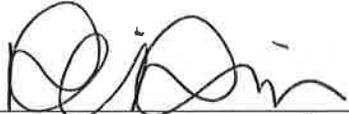
The parties understand that they are bound by the Wisconsin Public Records Law, and as such, all of the terms of this MOU are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. sec. The parties acknowledge they are obligated to assist one another in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this MOU, and that the each party must defend and hold the other harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after completion of services under this MOU.

14. FINAL EXPRESSION

This MOU is intended by the Libraries and MPS as a final expression of their agreement and as a complete and exclusive statement of its terms. This MOU supersedes all prior proposals, negotiations, conversations, discussions and agreements among the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding.

MILWAUKEE PUBLIC SCHOOLS

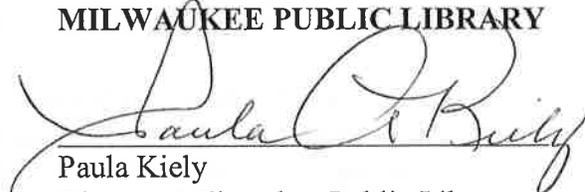


Darienne B. Driver, Ed.D.
Superintendent of Schools 

10/27/16

Date

MILWAUKEE PUBLIC LIBRARY

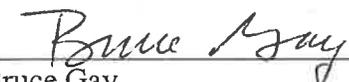


Paula Kiely
Director, Milwaukee Public Library

10/11/16

Date

**MILWAUKEE COUNTY
FEDERATED LIBRARY SYSTEM**

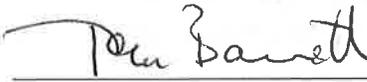


Bruce Gay
Director, Milwaukee County Federated Library System

10/11/16

Date

IN SUPPORT HEREOF

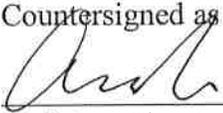


Tom Barrett
Mayor, City of Milwaukee

10/19/16

Date

Countersigned as to form and execution:

 10/28/16
Assistant City Attorney Date



MILWAUKEE
PUBLIC LIBRARY

November 2, 2016

To: Milwaukee Public Library Board
Services and Programs Committee

Fr: Paula A. Kiely
Library Director

Re: Recommendation to Permanently Ban Cliff Walters from all Milwaukee
Public Libraries

I request your support to permanently ban Mr. Cliff Walters from entering any City of Milwaukee Public Library.

Mr. Walters entered the Villard Square branch of the Library unlawfully on October 16th. He removed library property as well as personal items belonging to the staff. The Milwaukee Police Department arrested Mr. Walters and he was charged with Burglary.

Permanent bans, if approved, will give MPL the ability to pursue legal action with the help of the District Attorney's Office if the patron violates the terms of the ban. The patron will have the right to appeal the ban immediately following the ban and annually thereafter.

C: Jennifer Meyer, Assistant Library Director

