

**ACTION ON A REQUEST TO APPROVE AN INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN MILWAUKEE PUBLIC SCHOOLS AND MILWAUKEE POLICE DEPARTMENT REGARDING
THE CONTINUED IMPLEMENTATION OF THE SCHOOL RESOURCE OFFICER (SRO) MODEL**

**INTERGOVERNMENTAL AGREEMENT FOR
SCHOOL SECURITY PROGRAM
BETWEEN
THE 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 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, 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, the parties previously entered into Intergovernmental Agreements for a School Security Pilot Program that placed School Resource Officers (“SROs”) in MPS schools; and

WHEREAS, a proactive approach is desired in the School Security Program and the parties want to enter into this Agreement for the 2017-2018 school year; 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. _____ and authorized the appropriate City officials to execute this Agreement; and

WHEREAS, the Board approved this Agreement on _____ 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 the Board in Wis. Stat. § 66.0301(2), the parties enter into the following Intergovernmental Agreement for a School Security Program.

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

I. CITY'S RESPONSIBILITIES

A. Officer Assignment.

City shall assign twelve law enforcement officers to work in the School Security and Juvenile Outreach Program on a full-time basis during the 2017-2018 school year. City shall assume payment for six of the officers. All twelve officers working under this Agreement are, and shall remain, employees of City under the supervision of the Chief of Police of the MPD for all purposes.

Officers will be deployed during the following times: dayshift and early power shift (8 a.m. to 4 p.m. and 11 a.m. to 7 p.m.) or as mutually agreed upon by MPS and MPD, taking into consideration the needs of the District. Schools will be prioritized based on school district needs and the age groups of the students that are in most need of police proactive interaction. The twelve officers will not be assigned solely to one school but will be mobile to reach more schools and students in MPS.

The twelve officers assigned to the School Security and Juvenile Outreach Program under this Agreement shall commence their duties on August 14, 2017 and shall work each school day of the 2017-2018 school year. For purposes of this Agreement, a "school day" is defined as a day in which any school is in class according to the MPS 2017-2018 Early Start and Traditional School Calendars, both attached as Exhibit A and incorporated herein by reference.

B. Officer's Duties.

In addition to all required law enforcement duties, the duties of the officers 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 and school safety to identify conditions that could be harmful to the welfare of pupils and the safety of the school environment and addressing those conditions
3. Coverage may be provided at athletic events, parent-teacher conferences, concerts and/or other events occurring after school and on weekends as mutually agreed upon by the MPS Director of

School Safety and Security and the MPD Commander of the Office of Community Outreach and Education.

4. Attending various MPS meetings and training sessions to learn about school policies, practices and concerns.
5. Providing assistance to school personnel to improve safety and reduce disorder.

C. MPD Record Keeping and Data Sharing.

The parties understand that MPD is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, *et. seq.* Upon request by the MPS Director of School Safety and Security, MPD shall provide service-related data for services under this Agreement, if feasible. The request may include data regarding calls for service, citation issuance, arrests, dispositions and other related matters.

II. MPS' RESPONSIBILITIES

A. MPS Payment.

MPS shall pay City a sum sufficient to pay the costs of the actual salaries, fringe benefits, and overtime, plus indirect costs, of six of the officers assigned to the School Security and Juvenile Outreach Program assigned to work on school security on a full-time basis under this Agreement as described in Section I.B. 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 officers assigned to the School Security and Juvenile Outreach Program.

City shall invoice MPS on a periodic basis for services performed under this Agreement. Invoices should be sent to Eduardo Negrón, Director of MPS School Safety and Security. In no event shall MPS be liable under this Agreement for costs exceeding four hundred seventy eight thousand one hundred forty two dollars (\$478,142.00) per school year term.

B. MPS' Duties.

1. Provide training with regard to school policies, practices, procedures and needs from the officers assigned to the School Security and Juvenile Outreach Program.

2. Provide officers with copies of pertinent school policies, practices, procedures and the school's security plan and emergency operations manual/procedures.
3. Conduct a climate survey to assess perceptions of safety and discipline.

C. MPS Record Keeping.

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

1. Number of suspensions from all schools resulting from weapons, drugs or endangering behavior.
2. Number of expulsions from all schools resulting from weapons, drugs or endangering behavior.
3. Data from the climate survey to assess perceptions of safety and discipline.

D. MPS Data Sharing.

MPS shall provide MPD with the data set forth in Section II. C. of this Agreement, as reasonably requested.

III. TERM OF AGREEMENT

The term of this Agreement shall be for one year, beginning on August 14, 2017 and ending on June 8, 2018. However, this Agreement may be terminated by either party for convenience upon ninety (90) days written notice to the other party.

APPROVED:
MILWAUKEE PUBLIC SCHOOLS

APPROVED:
CITY OF MILWAUKEE

DARIENNE B. DRIVER, Ed.D.
Milwaukee Public Schools
Superintendent
Date: _____

TOM BARRETT, Mayor
City of Milwaukee
Date: _____

MARK A. SAIN, President
Milwaukee Board of School Directors
Date: _____

JAMES R. OWCZARSKI, City Clerk
City of Milwaukee
Date: _____

COUNTERSIGNED:

MARTIN MATSON, Comptroller
City of Milwaukee
Date: _____

CITY ATTORNEY'S OFFICE

Approved as to form and execution this
____ day of _____, 2017.

CALVIN V. FERMIN
Assistant City Attorney
1034-2017-1142:240110

MILWAUKEE POLICE DEPARTMENT

EDWARD A. FLYNN, Chief of Police
Date: _____