

**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**, because of the success of the School Security Pilot Program, the parties want to enter into this Agreement for the 2013-2014 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 as SROs in the School Security Program on a full-time basis during the 2013-2014 school year. City shall assume payment for six of the SROs. All twelve SROs 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.

SROs will be deployed as agreed upon by MPS and MPD taking into consideration the needs of the District.

The twelve SROs assigned to the School Security and Juvenile Outreach Program under this Agreement shall commence their duties on the first regularly scheduled school day of the 2012-2013 school year and shall work throughout each school semester during the term of this agreement, always beginning on the first regularly scheduled school day of a semester and concluding on the last regularly scheduled school day of a semester.

B. SROs 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 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. SRO 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.

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

1. Number of calls for service to schools as determined by the MPS Director of School Safety and Security and the MPD Commander of the Office of Community Outreach and Education.
2. Priority codes of the calls for service to schools served by this Agreement.
3. Response time to calls for service from other MPS schools located in the same police districts serving each of the schools served under this Agreement, if requested by MPS.
4. If feasible, number of school-related arrests resulting from actions at schools served under this Agreement as determined by the MPS Director of School Safety and Security and the MPD Commander of the Office of Community Outreach and Education.
5. If feasible, number of school-related citations issued at each of the schools served under this Agreement as determined by the MPS Director of School Safety and Security and the MPD Commander of the Office of Community Outreach and Education.
6. Number of SROs' hours spent on prevention versus traditional law enforcement activities.

D. MPD Data Sharing.

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

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 SROs 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 SROs.

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 one thousand dollars (\$471,000.00) per school year term.

B. MPS' Duties.

1. Provide a workspace for the SROs at each of the schools served under this Agreement.
2. Provide training with regard to school policies, practices, procedures and needs from the SRO.
3. Provide SROs with copies of pertinent school policies, practices, procedures and the school's security plan and emergency operations manual/procedures.
4. Conduct a climate survey to assess perceptions of safety, discipline and relationship with MPD.

C. MPS Record Keeping.

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

1. Number of suspensions from each school served under this Agreement resulting from weapons, drugs or endangering behavior.
2. Number of expulsions from each school served under this Agreement resulting from weapons, drugs or endangering behavior.
3. Data from the climate survey to assess perceptions of safety, discipline and relationship with MPD.

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 September 3, 2013, the first regularly scheduled day of the 2013-2014 school year and ending on June 13, 2014, the last regularly scheduled day of the 2013-2014 school year. 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**

\_\_\_\_\_  
GREGORY E. THORNTON, Ed.D.  
Milwaukee Public Schools Superintendent  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
MICHAEL BONDS, Ph.D., 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**

**MILWAUKEE POLICE DEPARTMENT**

Approved as to form and execution this  
\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
ELOISA DE LEÓN  
Assistant City Attorney  
1034-2013-1790:194100

\_\_\_\_\_  
EDWARD A. FLYNN, Chief of Police  
Date: \_\_\_\_\_