

**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**, both parties consider the School Security Pilot Program to be a success based on feedback from community-based organizations, the SRO Pilot Program Focus Committee, and principals, students, and staff whose schools were served by the program. The School Security Pilot Program appears to have resulted in fewer pupils being suspended from the schools served by the program, fewer calls for police services from the schools served by the program, and a reduced need for after-school patrols at the schools served by the program; and

**WHEREAS**, because of the success of the School Security Pilot Program, the parties want to enter into this Agreement for the 2010-2011 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 \_\_\_\_\_, 2010 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 ten law enforcement officers to work as SROs in the School Security Program on a full-time basis during the 2010-2011 school year. City shall assume payment for five of the SROs. All ten 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.

Two SROs will be assigned to each school\*:

1. Lynde and Harry Bradley Technology and Trade School located at 700 South 4<sup>th</sup> Street, Milwaukee, Wisconsin 53204; and
2. Custer High School/Lady Pitts located at 5075 North Sherman Boulevard, Milwaukee, Wisconsin 53209; and
3. Hamilton High School located at 6215 West Warnimont Avenue, Milwaukee, Wisconsin 53220; and
4. Pulaski High School located at 2500 West Oklahoma Avenue, Milwaukee, Wisconsin 53215; and
5. Vincent High School located at 7501 North Granville Road, Milwaukee, Wisconsin 53224.

\* However, when mutually agreed upon by MPS and MPD, SROs may be redeployed as single SROs in a school on permanent assignment. More schools may be added as agreed to by MPS and MPD.

The ten SROs assigned to the School Security Program under this Agreement shall commence their duties on the first regularly scheduled school day of the 2010-2011 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. If an SRO leaves the school property on an assignment related to their school duties, a substitute police officer will not be sent. If an SRO will be absent from their assigned school for reasons including, but not limited to sick leave, vacation, etc., for more than one day, MPD will furnish a substitute police officer as availability permits.

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 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 District Commander for MPD.
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 served by this Agreement. (excluding SROs' activity).
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 each of the schools served under this Agreement.
5. If feasible, number of school-related citations issued at each of the schools served under this Agreement.

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 five of the SROs assigned to work on school security on a full-time basis under this Agreement. 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. In no event shall MPS be liable under this Agreement for costs exceeding three hundred seventy-five thousand dollars (\$375,000.00) per school year term.

B. MPS' Duties.

1. Provide a secured workspace for the SROs at each of the schools served under this Agreement.
2. Provide one computer at each school served under this Agreement that is hard wired to one central VPN appliance providing secure access to the Milwaukee Police Department's network/records management system.
3. Provide a cell phone for each SRO in the case of weak/nonexistent radio reception within school buildings served under this Agreement.
4. Provide ancillary support services such as occasional clerical assistance, facsimile machines, copiers and telephones at each school served under this Agreement.
5. Provide training with regard 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.

7. 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 1, 2010, the first regularly scheduled day of the 2010-2011 school year and ending on June 13, 2011, the last regularly scheduled day of the 2010-2011 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

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

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

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

\_\_\_\_\_  
MICHAEL BONDS Ph.D., President  
Milwaukee Board of School Directors  
Date: \_\_\_\_\_

**MILWAUKEE POLICE DEPARTMENT**

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

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

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

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

**COUNTERSIGNED:**

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

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

**CITY ATTORNEY'S OFFICE**

Approved as to form and execution this  
\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
ELOISA DE LEÓN  
Assistant City Attorney  
1034-2010-1899:159598