

**INTERGOVERNMENTAL AGREEMENT FOR
SCHOOL SECURITY PILOT PROGRAM
BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
(Cluster Schools)
AND
THE CITY OF MILWAUKEE**

THIS AGREEMENT is between the City of Milwaukee ("City") and the Milwaukee Board of School Directors ("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, in April of 2006, the MPS School Safety Planning Advisory Committee recommended to the Superintendent of MPS that School Resource Officers be placed in Milwaukee's public schools; 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, 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. 061071 and authorized the appropriate city officials to execute this Agreement; and

WHEREAS, the Board approved this Agreement 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 MPS in Wis. Stat. § 66.0301(2), the parties enter into the following Intergovernmental Cooperation Agreement;

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

I. CITY'S RESPONSIBILITIES:

A. Officer Assignment.

City shall assign two law enforcement officers to work as School Resource Officers ("SROs") in the School Security Pilot Program on a full-time basis during the second

semester of the 2006-2007 school year. The home-base school of these SROs shall be at Custer High School/Lady Pitts ("Custer High") located at 5075 North Sherman Boulevard, Milwaukee, Wisconsin 53209. The SROs shall, in addition to providing services more fully set forth below to Custer High School/Lady Pitts, provide the services described below to the following MPS schools: (1) Edison Middle School, 5372 North 37th Street, (2) Thurston Woods Elementary School, 5966 North 35th Street and (3) 35th Street Elementary School, operating at 3517 West Courtland Avenue and 4834 North Mother Daniels Way (together "the cluster schools").

It is expressly understood that the SROs assigned to work on the School Security Pilot Program are and shall remain employees of the City who are under the supervision of the Chief of Police for all purposes, and that MPS, by virtue of payments made under Section II.D. of this Agreement, is not their employer and does not exercise any control or have any actual or apparent authority over the activities of said officers.

The two SROs assigned to the School Security Program shall commence their duties under this Agreement on or about February 7, 2007, and conclude their duties at the end of the school day on June 15, 2007.

B. SRO 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 attending the cluster schools and their 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 at the cluster schools to identify conditions that could be harmful to the welfare of pupils and the safety of the school environment and addressing those conditions;
3. Providing coverage at athletic events, parent-teacher conferences, concerts and/or other events occurring after school and on weekends as mutually agreed upon by the school leader of the cluster school and the SROs;
4. Attending various MPS meetings and training sessions to learn about the cluster schools' policies, practices and concerns; and
5. Providing assistance to cluster school personnel to improve the discipline and at the cluster schools.

C. MPD Record Keeping.

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

1. Number of calls for service to cluster schools (excluding SRO's activity);
2. Priority codes for the calls for service to cluster schools (excluding SRO's activity);
3. Response time of calls for service to cluster schools;
4. Response time of calls for service to other MPS schools within the same district(s);

5. If feasible, number of school-related arrests made resulting from actions taking place at the cluster schools;
6. If feasible, number of school-related citations issued at the cluster schools;
7. Number of hours spent on prevention versus traditional law enforcement activities at cluster schools by SROs.

D. Sharing Data.

MPD shall provide MPS with the data set forth above as reasonably requested. In addition, if feasible, MPD shall provide MPS with the same data for the previous year so that historical trends can be established.

II. MPS' RESPONSIBILITIES:

A. MPS Duties.

1. Provide a secured workspace at Custer High for the School Resource Officers;
2. Provide two computers hardwired to a VPN appliance providing secure access to the Milwaukee Police Department's network/Records Management System;
3. Provide a cell phone for each SRO;
4. Provide ancillary support services such as occasional clerical assistance, facsimile machines, copiers and telephones;
5. Provide the SROs training with regards to school policies, practices, procedures;
6. Provide SROs with copies of pertinent cluster 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.

B. MPS Record Keeping.

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

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

C. Sharing Data:

MPS shall provide MPD with the data set forth above as reasonably requested.

D. Invoicing:

MPS shall pay the City the actual costs of salaries, fringe benefits, and overtime, plus indirect costs, of the two SROs assigned under this Agreement, but in no event shall that cost exceed seventy-five thousand dollars (\$75,000.00) in one semester, unless the parties agree otherwise in writing. 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 School Resource Officers.

The City shall invoice MPS on a periodic basis for services performed under this Agreement.

III. TERMINATION OR EXTENSION OF AGREEMENT

This Agreement may be terminated by either party for convenience upon ninety (90) days notice in writing to the other party. This Agreement may be extended by the parties to cover the first semester of the 2007-2008 school year under the same terms and conditions that exist in this Agreement without receiving further approval of either the Common Council of the City of Milwaukee or the Milwaukee Board of School Directors. An extension of this Agreement for the first semester of the 2007-2008 school year shall be in writing and executed by the signatories to this Agreement or their successors.

APPROVED:
MILWAUKEE PUBLIC SCHOOLS

APPROVED:
CITY OF MILWAUKEE

WILLIAM G. ANDREKOPOULOS
Milwaukee Public Schools Superintendent

TOM BARRETT, Mayor
City of Milwaukee

Date: _____

Date: _____

MILWAUKEE POLICE DEPARTMENT

JOSEPH E. DANNECKER, President
Milwaukee Board of School Directors

NANNETTE HEGERTY
Chief of Police

Date: _____

Date: _____

RONALD D. LEONHARDT, City Clerk
City of Milwaukee

Date: _____

COUNTERSIGNED:

W. MARTIN MORICS, Comptroller
City of Milwaukee

Date: _____