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INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
AND
THE CITY OF MILWAUKEE, MILWAUKEE POLICE DEPARTMENT
FOR
THE SAFE SCHOOLS/HEALTHY STUDENTS INITIATIVE

THIS AGREEMENT is between the Milwaukee Board of School Directors ("MPS") and the City of Milwaukee ("City").

WHEREAS, MPS is the recipient of a federal grant to implement the Safe Schools/Healthy Students Initiative and is the lead program agency and fiscal agent under the grant; and

WHEREAS, the MPS Safe Schools/Healthy Students Initiative will develop community-wide approaches to create safe, respectful, drug-free schools and promote pro-social skills and healthy childhood development; and

WHEREAS, one of the Safe Schools/Healthy Students Initiative grant partners is the MPD, who will support violence prevention and intervention in the Safe Schools/Healthy Students Initiative schools; and

WHEREAS, MPS and the City are parties to an Intergovernmental Agreement for a School Security Program, which provides for the assignment of ten School Resource Officers ("SROs") by the Milwaukee Police Department ("MPD") to five MPS schools; and

WHEREAS, providing a SRO at a Safe Schools/Healthy Student Initiative high school was part of the original grant application process and is an expectation of the MPS and MPD partnership; and

WHEREAS, MPS and the MPD have continued to collaborate to develop an agreement to extend the SRO model to include Northwest Secondary School, an MPS high school; and

WHEREAS, this Agreement represents an effort by the City and MPS to enhance the cooperation and collaboration between the MPD and MPS by establishing and maintaining a positive partnership that promotes prevention, intervention, education and enforcement as a mean 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. 080623 and authorized the appropriate City officials to execute this Agreement; and

WHEREAS, the Board approved this Agreement on August 28, 2008 and authorized the appropriate MPS officials to execute the Agreement; and

WHEREAS, in consideration of the mutual benefits provided to the City and to MPS and under the authority granted in Wis. Stat. § 66.0301(2), the parties enter into the following Intergovernmental Agreement.

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

I. CITY RESPONSIBILITIES

A. The MPD shall:

1. Appoint one Team Leader to serve as part of the Safe Schools/Healthy Students Core Management Team.
2. Maintain active participation in the community-wide partnership described in the MPS Safe Schools/Healthy Students Initiative comprehensive plan.
3. Work with the Safe Schools/Healthy Students and Community partners in the development and delivery of gang and violence prevention training for parents, students, and staff in the development and delivery of gang and violence prevention programs.
4. Work with MPS and the Center for Neighborhood Enterprise in expanding Milwaukee Violence Free Zones.
5. Engage in collaborative planning with other MPS Safe Schools/Healthy Students partners to promote safe school environments.
6. Participate with MPS Safe Schools/Healthy Students partners in developing a comprehensive district-wide emergency response plan and trained crisis management team.
7. Review the quarterly status reports sent to all MPS Safe Schools partners.
8. Participate in the MPS Safe Schools/Healthy Students listserv, the semi-annual MPS Safe Schools/Healthy Students Project Partnership community forum, and the semi-annual MPS Safe Schools/Healthy Students Project Improvement Meeting.
9. The Team Leader will work closely with the MPS Project Director to ensure that all services outlined in the contract are provided as described, and will ensure that all information required by MPS is reported in a timely fashion.
10. Provide two trained School Resource Officers (SROs) for Northwest Secondary School.

B. Officer Assignment at Northwest Secondary School

City shall assign two law enforcement officers to Northwest Secondary School to work as SROs in the School Security Program on a full-time basis, beginning on the first regularly scheduled school day of the first semester of the 2008-2009 school year. Both 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.

The SROs assigned under this Agreement shall commence their duties on the first teacher day of the first semester of the 2008-2009 school year. The SROs' duties shall conclude on the last school day of the second semester of the 2010-2011 school year. The SROs shall be assigned to Northwest Secondary School every school day that students are in attendance, and may also be assigned at other times, as needed and as mutually agreed upon by the school leader and the SROs.

C. 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 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. 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 and the SROs.
4. Attending various MPS meetings and training sessions to learn about school policies, practices and concerns.
5. Providing assistance to school personnel to improve the discipline and safety in the school.

D. MPD Record Keeping.

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

1. Number of calls for service to the school (excluding SROs' activity).
2. Priority codes of the calls for service to the school.
3. Response time to calls for service from the school.
4. Response time to calls for service from other MPS schools located in the same police districts of the school.
5. If feasible, number of school-related arrests resulting from actions at the school.
6. If feasible, number of school-related citations issued at the school.
7. Number of SROs' hours spent on prevention versus traditional law enforcement activities.

E. MPD Data Sharing.

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

F. City Payment.

City shall be responsible for the cost of .7 of the SROs assigned to work on a full-time basis under this Agreement.

II. MPS RESPONSIBILITIES

- A. MPS shall participate in the Safe Schools/Healthy Students Initiative in accordance with the Final Memorandum Agreement-Award No. Q184L070019.

B. 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 1.3 of the SROs assigned to work 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.

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 ninety-six thousand dollars (\$96,000.00) per year.

C. MPS Duties.

1. Provide a secured workspace for the SROs at the school.
2. Provide one computer at the school that is hard wired to one central VPN appliance providing secure access to the Milwaukee Police Department's network/records management system.
3. Provide ancillary support services such as occasional clerical assistance, facsimile machines, copiers and telephones at the school.
4. Provide training with regard to school policies, practices, procedures and needs from the SRO.
5. Provide SROs with copies of pertinent school policies, practices, procedures and the school's security plan and emergency operations manual/procedures.
6. Conduct a climate survey to assess perceptions of safety, discipline and relationship with MPD.

D. MPS Record Keeping.

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

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

E. MPS Data Sharing.

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

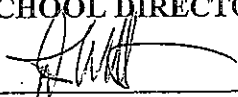
III. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party for convenience, upon ninety (90) days notice in writing to the other party.

IV. TERM

The term of this Agreement shall be from August 1, 2008 through June 30, 2011.

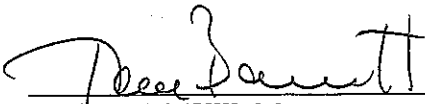
APPROVED:
MILWAUKEE BOARD OF
SCHOOL DIRECTORS



PETER T. BLEWETT, Ph.D.
President, Milwaukee Board of School
Directors

Date: 11/7/2008


APPROVED:
CITY OF MILWAUKEE



TOM BARRETT, Mayor
City of Milwaukee

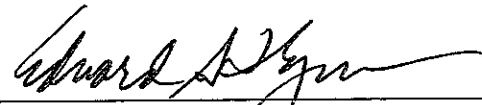
Date: 10/20/08

MILWAUKEE POLICE DEPARTMENT



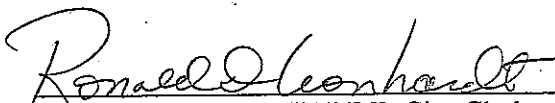
WILLIAM G. ANDREKOPOULOS
Milwaukee Public Schools
Superintendent

Date: 10/21/08



EDWARD A. FLYNN
Chief of Police


Date: 10/17/08



RONALD D. LEONHARDT, City Clerk
City of Milwaukee

Date: 10/16/08

COUNTERSIGNED:



W. MARTIN MORICS, Comptroller
City of Milwaukee

Date: 10/16/08

CITY ATTORNEY'S OFFICE

Approved as to form and execution this
20 day of November, 2008.



SUSAN D. BICKERT
Assistant City Attorney

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