



TO: Members of the Board of Education
FROM: Dylan Pauly, General Counsel
DATE: August 24, 2016
SUBJECT: Contract with City of Madison for Educational Resource Officers 2016- 2017 through 2018-2019 – Modifications since the August 8, 2016 Special Meeting

Project Description: The City of Madison and the District participate in an arrangement whereby a police officer is assigned to each of Memorial, West, La Follette, and East High schools to cooperate with the District in enhancing the safety of students and staff, and District pays to the City the value of the officers’ salary and benefits.

Analysis:

Contract Section	Changes prior to Special Meeting	Changes following Special Meeting
Section 9, pg.2, Amendment		<p>Added the following language:</p> <p>MMSD and the CITY shall meet at least once a year to review all available information, including all data related to the use of EROs, and all provisions of this contract in order to consider whether any changes and/or amendments are necessary in order to improve the use of EROs in MMSD schools and/or the communication between the parties regarding such use. Discussions shall also include a review of Section III.E.2 of the Attachment A in order to consider further clarifications of actions MMSD staff and EROs may take in lieu of issuing citations and making arrests.</p>
Section 19, pg. 4, Termination		<p>Subsection B, which read as follows, has been removed:</p> <p>Notwithstanding paragraph A, above, the CITY may in its sole discretion and without any reason terminate this agreement at any time by furnishing MMSD with twenty-eight (28) days written notice of termination. In the event of termination under this subsection, the MMSD will pay for all work completed by the CITY.</p> <p>Previous Subsection C (new B) has been revised as follows:</p>

		MMSD and CITY reserve the right, upon sixty (60) days' notice, to cancel the contract effective at the beginning of the upcoming school year solely on the basis of MMSD or CITY budgeting constraints. In the event of termination under this subsection, MMSD will pay the CITY for all work completed by the CITY
Section 21, pg. 4, Term and Renewal	Updated the term to 2016/17, 2017/18, and 2018/19.	Added the following language: If the parties wish to renew this contract for a future term, the parties shall commence negotiations of a successor agreement no less than one year prior to the expiration of this contract.
Attachment A, Section I, pg. A-1	Regarding the term an ERO remains at a school, added the following language: If an ERO is eligible for a one year extension, the principals of the named high schools may provide input on said extension, understanding the final decision is that of the Chief of Police.	
Attachment A, Section II.D., pg. A-2	Added requirements for mutual debriefing of all ERO use of force incidents	
Attachment A, Section II.D.1, pg. A-2	Clarified sharing of pupil records to include student Behavior Intervention Plans and safety plans, as appropriate and in accordance with pupil records laws	
Attachment A, Section III.A.4, pg. A-3	Added new language regarding training of EROs and school staff: Collaborate with schools to provide appropriate training regarding ERO response to critical incidents, including crisis intervention and de-escalation techniques, response to school fights and disturbances, and response to students with mental health needs or cognitive disabilities, as well as the use of Restorative Practices and Youth and Community Courts.	
Attachment A, Section III.E.2, pg. A-4	Added language regarding minimizing use of arrests and citations: Consistent with MPD and MMSD goals, whenever possible, EROs should utilize Restorative Practices and/or Youth and Community Courts in lieu of issuing citations or arrest warrants.	Enhanced previously added new language by adding the following language: Specifically, in alignment with the underlying philosophies of the District's Behavior Education Plan, which focuses on the use of progressive disciplinary approaches and intervention in lieu of exclusionary practices, EROs should use problem solving techniques and other available options in lieu of issuing citations or making arrests whenever possible.
Attachment A,	Added additional language regarding	

Section III.F.4, pg. A-5	District's discretion to require ERO training: In addition, MMSD, as directed by the Safety Coordinator or school principal, and MPD may designate additional training for new and continuing EROs subject to Attachment B, section VII. When MMSD has designated additional training, the Safety Coordinator will e-mail said training to the ERO and the MPD Captain of Centralized Services and if there is no objection from MPD, the ERO shall attend said training.	
Attachment A, Section II.A.5, pg. A-5	Added language to clarify expectations related to annual reporting	
Attachment A, Section III.F.6; pg. A-5		Added a new section: Annually, MMSD shall publish an Educational Resource Officer Report that covers arrest and citation incidents at MMSD high schools. This report shall be made available via MMSD's website and any other means MMSD determines to be appropriate.
Attachment B, Section III, pg. B-1	Updated rate of pay for new three-year term	
Attachment B, Section IV, pg. B-1	Clarified overtime calculation	
Attachment B, Section VII, pg. B-2	City will now be responsible for paying for all 4 required days of ERO training. Previously City paid for 1 day and the District paid for 3 days. If District requires additional training pursuant to Section III.F.4 of Attachment A, such training will be at the District's expense.	
Attachment B, Section VIII, pg. B-2		Revised this section to read: Use of Squad Cars and Equipment: MMSD shall pay the CITY \$110 for four vehicles (\$27.50 per vehicle) per week for each school year during the hours that the ERO is on duty. EROs shall park the squad cars in designated, reserved parking spots.

Recommendation: It is recommended that the Board of Education approve entering into an Agreement with the City of Madison for the provision of Education Resource Officers covering MMSD school years 2016-17, 2017-18, and 2018-19 as set forth in the documents prepared for the August 29, 2016, Regular meeting.