

This Memorandum of Understanding (hereinafter “MOU”) is made and entered into by and between the City of Richland Center Police Department (hereinafter “Police Department”) and the Richland School District (hereinafter “School District”).

SECTION 1. PURPOSE OF MOU

The MOU formalizes the relationship between the participating entities to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community. This MOU delineates the mission, organizational structure, and procedures of the Community Resource Officer Program (hereinafter the "CRO Program") as a joint cooperative effort between the School District and the Police Department.

SECTION 2. TERM

The term of this MOU shall begin on January 1, 2023 and end on Dec. 31, 2025, unless terminated earlier as provided herein. If a single party makes the decision to terminate before the end of the agreed upon three year term, then a penalty that is agreed upon by both sides shall be enforced. The parties may renew this MOU only by separate written agreement or addendum hereto, which must be executed by both parties.

SECTION 3. MISSION, GOALS, AND OBJECTIVES

The mission of the CRO Program is to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning a Law Enforcement Officer, employed by the Richland Center Police Department (hereinafter "CRO"), to School District facilities on a permanent basis during the school year.

The goals of the CRO Program include:

1. Maintaining a safe and secure environment on school grounds.
2. Establishing positive relationships between the CRO and the student population.
3. Building rapport between the CRO and parents, faculty, staff, and administrators.
4. Reducing offenses committed by juveniles and young adults.

Moreover, the CRO will establish a trusting channel of communication with students, parents, and teachers. The CRO will serve as a positive role model to instill in students' good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The CRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

SECTION 4. ORGANIZATIONAL STRUCTURE

- A. **Composition.** The Police Department shall assign one (1) full-time law enforcement officer to serve as the CRO. The one CRO will be assigned to the Richland Primary

School, Richland Intermediate School, and the Richland High School. The Police Department shall retain the exclusive right to exercise the customary functions of management. The CRO will be certified by the State of Wisconsin and meet all requirements set forth by the Wisconsin Department of Public Safety Standards and Training. The Police Department reserves the right to remove any CRO at any time if Police Department staffing levels fall below acceptable norms.

- B. **Supervision.** The day-to-day operation and administrative control of the CRO Program will be the responsibility of the Police Department. Responsibility for the conduct of the CRO, both personally and professionally, shall remain solely with the Police Department. The CRO is employed and retained by the Police Department and in no event, will be considered an employee of the Richland School District.

The Police Department and the Richland School District shall each name a contact person to monitor the program. Building administrators will serve as contacts for their respective schools.

SECTION 5. PROCEDURES

- A. **Selection.** The CRO position will be filled per Police Department directives, and the selection process. The Police Department will make the final selection of any CRO vacancy in consultation with the Richland School District. At its discretion, the Police Department may include district or school personnel in the interview or selection process when a vacancy occurs.
- B. **CRO Program Structure.** The CRO is first and foremost a law enforcement officer for the providing law enforcement agency. The CRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain under control, through the chain of command, of the law enforcement agency. All acts of commission or omission shall conform to the guidelines of law enforcement agency directives.

School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff, not the CRO. Enforcement of the code of student conduct is the responsibility of School District personnel. The CRO shall refrain from being involved in enforcing disciplinary rules that do not constitute law violations, except to support staff in maintaining a safe school environment.

Additionally, the CRO is not a school administrator, either formally or informally. Richland School District personnel will maintain responsibilities related to administrative building coverage, corrective student discipline, and implementing and executing school safety policies and plans.

The CRO is not a formal counselor or educator and will not act as such. However, the CRO may be used as a resource to assist students, faculty, staff, and all persons involved with the school. The CRO can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The CRO may use these opportunities to build rapport with the students and the staff.

The Police Department recognizes that the Richland School District shall maintain full, final, and plenary authority over curriculum and instruction in the School District, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher and other Richland School District personnel, not the Police Department or its employees, and the Police Department and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

C. Disclosure of Records

1. The CRO are hereby individually designated by the School Board and assigned to the Richland School District. They have legitimated educational interests, including safety, in access to pupil records per Wis. Stat. 118.125(2)(d).
2. The parties agree that, in the event the Richland School District makes any disclosure of pupil records pursuant to this MOU, such disclosure will be treated in accordance with Wis. Stats. 118.125 and 938.396, as well as Family Educational Rights and Privacy Act (FERPA) and applicable regulations; including, but not limited to, the following criteria:
 - a. The disclosure of records is made pursuant to this MOU.
 - b. The disclosure of records is (1) in connection with an emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual; (2) necessary to effectively serve the pupil in the juvenile justice system, including to provide services to the pupil before adjudication; and/or (3) relate to an ongoing investigation or pending delinquency petition.
 - c. All records received will not be disclosed (re-disclosed) to any other person, except as authorized by law.
3. This MOU shall not apply to, nor interfere with, the Richland School District's disclosure of directory data/information to the Law Enforcement Agency in accordance with state and federal pupil records laws.

SECTION 6. DUTIES AND RESPONSIBILITIES

- A. CRO.** The responsibilities of the CRO will include, but are not limited to:

1. Enforce criminal law and protect the students, staff, and public, at large against criminal activity. The CRO shall follow the chain of command as set forth in the Policies and Procedures manual of the Police Department. School authorities and the parents of any child involved shall be notified as quickly as possible when the CRO takes any direct law enforcement action involving a student, on-campus or off-campus, during school hours or during school sponsored events.
2. Complete reports and investigate crimes committed on campus.
3. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The CRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on the property or at school functions under the jurisdiction of the Richland School District. The CRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the CRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
4. Take appropriate enforcement action on criminal matters as necessary. The CRO shall, whenever practical, advise the administration before requesting additional enforcement assistance on campus and inform the principal of additional law enforcement responsibilities that may need to be undertaken.
5. The CRO will primarily be in a plain clothes capacity with their badge in plain view and in compliance with the policy set by the Police Department. School District branded apparel or Police Department approved casual dress is the preferred daily wear uniform. As part of the uniform, more than one form of option for the use of force SHALL be immediately accessible and always worn by the CRO. The Police Department issued uniform with all normal accessories and equipment, including a Taser, OC, baton, and firearm, is also an approved secondary uniform. The Police Department CRO Supervisor may allow an exception to this rule at his/her discretion based on investigatory or policing needs.
6. Be highly visible throughout the campus yet be unpredictable in their movements. For officer safety reasons, the CRO shall not establish any set routine that allows predictability in their movements and locations.
7. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students in school-related

activities.

8. Comply with all laws, regulations, and school board policies, applicable to employees of the School District, including but not limited to laws, regulations, and policies, regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided the CRO shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The CRO's access to and use of confidential school records shall be done only with the principal's approval and as allowed under the Family Educational Rights and Privacy Act and Wis. Stat. 118.125. Any existing rights, benefits, or personnel assigned under this MOU shall not be abridged and remain in full effect.
9. Provide information concerning questions about law enforcement topics to students and staff.
10. Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug/alcohol abuse prevention education and provide these presentations at the request of the school personnel in accordance with the established curriculum.
11. Prepare lesson plans necessary for approved classroom instruction.
12. Provide supervised classroom instruction on a variety of law-related education and other topics deemed appropriate and approved by the CRO's agency supervisor and a school administrator.
13. Attend special school events (dances, athletic competitions, etc.) in an official capacity if assigned or approved by the CRO Supervisor. Requests for extra-curricular CRO support must be made in a timely manner by the building principal to the CRO Supervisor.
14. Attend law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize his/her absence from school on an instructional day.
15. Attend parent and faculty group meetings to solicit their support and understanding of the school resource program and promote awareness of law enforcement functions.
16. Be familiar with community agencies aiding youths and their families, such as mental health clinics, drug treatment centers, etc., and may make referrals when appropriate.

17. Report schedule changes or conflicts to the school administrator.

B. CRO SUPERVISOR. The responsibilities of the CRO Supervisor will include but are not limited to:

1. Coordinate work assignments of the CRO.
2. Ensure CRO compliance with Police Department directives.
3. Coordinate scheduling and work hours of the CRO.
4. Work with the schools and the district to make any needed adjustments to the CRO program throughout the school year.
5. Complete annual performance evaluations on the CRO. During the evaluation process, the CRO supervisor will request feedback from the districts and the school's designated contact persons.
6. Complete and submit summary activity reports for the CRO Program to the District.

C. SCHOOLS. The responsibilities of the School District will include but are not limited to:

1. Provide the CRO with a private, appropriately furnished, and climate-controlled office space that can be secured and is reasonably acceptable to the Police Department. This shall include but is not limited to a desk with drawers, a chair, a filing cabinet for files and records which can be properly locked and secured, a telephone, and computer connectivity capabilities.
2. Provide the CRO with a reasonable opportunity to address students, teachers, school administrators, and parents about the CRO program, goals, and objectives. Administrators shall seek input from the CRO regarding criminal justice problems relating to students and site security issues.
3. Notify the CRO as soon as possible when school personnel discover weapons, drugs, alcohol, or illegal contraband, on school property. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the School District, the contraband shall be confiscated by the CRO according to Police Department policy and properly disposed of.
4. Timely notify the CRO with the names of specific individuals who are not allowed on school property and shall notify the CRO of any anticipated parental problems

resulting from disciplinary action taken against a student.

5. Work cooperatively with the Police Department to make any needed adjustments to the CRO program throughout the year.
6. Provide the Police Department with updated copies of all laws, rules, regulations, and school board policies applicable to School staff, including but not limited to laws, rules, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.
7. Authorize the CRO entry access to all buildings within the Richland School District when acting in the capacity of his/her position and duty.

SECTION 7. ENFORCEMENT

Although the CRO has been placed in a formal educational environment, he/she is not relieved of the official duties of an enforcement officer. The CRO shall intervene to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Wisconsin state law and department policy. The CRO and the Police Department will have the final decision on whether criminal charges shall be filed. The Police Department will reserve the right to temporarily remove the CRO in the event that additional officers are needed during a critical incident or natural disaster.

SECTION 8. OTHER MOU and MOA

This MOU also recognizes the applicability of the terms and conditions of the following pre-existing MOU, MOA, and policies between the Police Department and Richland School District:

1. The CRO and the Police Department will have access to the district's security camera system per the MOA –

SECTION 9. DISPUTE RESOLUTION

The Police Department and Richland School District agree that each organization will communicate in a good faith effort to resolve the dispute in the event of a dispute. Concerns must be directed to the appropriate personnel within each organization, beginning with the CRO Supervisor for the Richland Center Police Department and the Administrative CRO Program Supervisor for the School District.

SECTION 10. COSTS

The City of Richland Center will invoice the Richland School District for the following school year (SY) program costs: This MOU will be reviewed annually every June with the maximum amount listed below:

SY Jan. 1, 2023-Dec. 31, 2023

SY Jan. 1, 2024-Dec. 31, 2024

SY Jan. 1, 2025-Dec. 31, 2025

1. **Payroll.** The City shall be responsible for all payroll-associated function, including providing compensation to the CRO in accordance with city policies.

2. **Workers Compensation.** The city shall be responsible for providing any other benefits to the assigned SRO, and are entitled under any applicable state or federal law, including but not limited to worker's compensation and unemployment compensation.

3. **Personnel records.** The city shall be responsible for maintaining the CRO employee personnel file records.

4. **Absences.** If the CRO will be absent from their assignment, the CRO shall notify the Richland School District and the CRO supervisor as soon as practical.

SECTION 11. TERMINATION

This MOU may be terminated by either party, with or without cause, upon thirty (30) or ninety (90) calendar days written notice to the other party.

SECTION 12. HOLD HARMLESS

Each party shall be solely responsible and liable for the act(s) and omission(s) of its own entity, officers, employees, officials, agents, representatives, and members. Each party shall and hereby does hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions, and suits (including all attorney's fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

The Richland School District and the Police Department mutually covenant and agree that neither party will ensure the actions of the other, and each party will assume its own responsibility in connection with any claims made by a third party against the Police Department and/or the School District, subject to the provisions of paragraph 1.

SECTION 13. NOTICE

Any notice, consent, or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail, or by email. If hand-delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

If to the School District of Richland:

Superintendent Steve Board
1996 HWY 14 E.
Richland Center, WI 53581

If to the Richland Center Police Department:

Chief Billy J. Jones
470 S. Main Street
Richland Center, WI 53581

This has been agreed to in cooperation with the Police Department and the Richland School District. As agreed to and in partnership with:

Superintendent

Date

Chief

Date

Attachments:

1. Camera Use MOA
2. Current Community Resource Officer (CRO) Position Description
3. Current CRO Assignments.