

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made pursuant to Sec. 66.0301, Wisconsin Statutes by and between the WHITEWATER UNIFIED SCHOOL DISTRICT (hereinafter "School District"), and the CITY OF WHITEWATER, a Wisconsin municipal corporation, (hereinafter "City"), through the CITY OF WHITEWATER POLICE DEPARTMENT (hereinafter "Police Department") as follows:

WITNESSETH:

WHEREAS, the City, through the Police Department, agrees to provide the School District a School Resource Officer (SRO) Program in the School District; and WHEREAS, the School District and the Police Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SRO in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Employment of School Resource Officers.

- A. The SRO(s) shall be employee(s) of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SRO shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this agreement and School Board Policy 882.1-Rule.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. ~~It is understood and agreed that costs shared by the City and School District will remain in force if the assigned SRO has an extended leave of absence, which requires another Police Department officer(s) to be temporarily assigned to SRO duties.~~
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the officer(s) to be assigned to the SRO position to the Chief of Police who shall assign such officers. Building administrators who are dissatisfied with a SRO's performance shall document their concerns and provide them to the Chief of Police.
- E. One SRO shall be assigned to the School District.

2. Duty Hours.

- A. SRO duty hours shall be determined by the provisions of the labor agreement between the Police Department and the Whitewater Professional Police Association (WPPA). Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.
- B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and an administrator of the school district to include building principals or ~~District Administrator~~ Superintendent.

3. Term of Agreement.

The agreement shall be for the term of ~~July 1, 2019~~ July 1, 2025 through June 30, ~~2020~~ 2029 and shall automatically renew each July 1, for up to 5 years (through June 30, ~~2025~~ 2030) unless either party informs the other in writing prior to May 1 of its intent to not renew the agreement.

The agreement will be reviewed annually by both parties.

4. Purpose of This Understanding.

To clarify the role of the SRO to reduce misunderstandings between the Police Department and the School District as far as responsibilities, procedures and expectations of the SRO while on campus.

5. Duties of School Resource Officers.

The SRO's duties will include, but not be limited to, the following:

- A. Be a visible, active law enforcement figure in the schools ~~supporting and promoting school safety.~~
- B. Assist the School District in dealing with specific law enforcement matters.
- C. Provide a classroom resource for law education using approved materials.
- D. Be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- E. Be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- F. Make appearances before administrative groups, parent groups, and other groups associated with the School District and as a speaker on a variety of requested topics.
- G. Be the point of contact for all local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests on District premises, ~~in collaboration with District Administration whenever possible.~~
- H. Be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youths and their families. Referrals will be made when necessary.
- I. Develop plans and strategies with school administration to prevent and/or minimize dangerous situations which might result in student unrest.
- J. Coordinate all activities with the school administrator and concerned staff members and seek permission, guidance, and advice prior to enacting any programs within the school.
- K. Be first and foremost a law enforcement officer.
- L. Wear department uniform, business casual dress, and formal dress, with appropriate logos and name badges depending on the time of the school year, the type of school activity or program, and the requests of the school and/or police department.

- M. Carry the department-issued or approved duty weapons in accordance with department policy.
- N. Serve on Safety Team of the School District.
- O. Issue parking tickets for the school in which assigned.
- P. Develop and maintain positive communication between school staff, students, and parents.
- Q. Assist school staff in establishing policies and procedures that will contribute to the safety of students and school staff.
- R. When requested and appropriate, provide testimony and technical assistance to the District at expulsion hearings or other proceedings.
- S. Coordinate and supervise security measures in conjunction with principals at school activities including sports events, dances, plays, etc.

6. Chain of Command.

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, SROs shall coordinate and communicate with the building administrator or the building administrator's designee of the school to which they are assigned.
- C. Building Administrators will generally communicate directly with the SRO while the SRO is in the Building Administrator's school. For SRO related needs that occur while the SRO is not in the Building Administrator's school, requests for assistance should be made through dispatch. This ensures the most efficient and timely response, ensures proper documentation and logging of calls, and ensures all police department staff are aware of SRO activities in the event assistance from additional officers is needed quickly.

7. Access to Education Records.

- A. The confidentiality of student records is established in state and federal law and school officials have the responsibility to justify the release of such confidential information.
- B. Pursuant to Section 118.125(2)(d) of the Wisconsin Statutes, the parties agree that the District will make pupil records available to officers of Police Department who have been individually designated by the School Board and assigned to the School District (i.e., the SRO) and who have legitimate educational interests, including safety interests, in the pupil records.
- C. The parties agree that any other disclosure of pupil records that is made by the District to the Police Department pursuant to this agreement shall be made only in the following circumstances:
 - 1. The request for records is in connection with an emergency, and knowledge of the requested information is necessary to protect the health or safety of an individual. Sec. 118.125(2)(p), Wis. Stats.;

2. The person to whom the records are disclosed certifies in writing that the records concern the juvenile justice system and the system's ability to effectively serve the pupil and relate to an ongoing investigation or pending delinquency petition. Sec. 118.125(2)(n), Wis. Stats.; or
 3. The request is for the pupil's attendance record, and the pupil is under investigation for truancy or allegedly committing a criminal or delinquent act. Sec. 118.125(2)(cg), Wis. Stats.
 4. The request is justified based on other legal grounds approved by the school district.
- D. The parties also agree that, in the event the District makes any disclosure of pupil records pursuant to this agreement, the person to whom such records are disclosed must certify in writing that the records will not be disclosed to any other person or party, except as permitted by law.

8. Access to Police Records

- A. District or school administrators may request police records of a student enrolled within District from the Police Department.
- B. The Police Department may release records of a student enrolled in District to the District on its own initiative or at the request of District, specifically including:
1. the use, possession or distribution of alcohol, controlled substances or controlled substance analogue;
 2. the illegal possession by a juvenile of a dangerous weapon as defined in Wisc. Stat. sec. 939.22(10);
 3. an act for which the juvenile was taken into custody based upon law enforcement officer's belief that the juvenile was committing or had committed a violation of any state or federal law; and
 4. an act for which the student has been adjudged delinquent.
- C. District shall not disclose the information received under this section to the student or parents / guardians of student without first receiving acknowledgement from the SRO that disclosure will not adversely affect an ongoing investigation.
- D. The Police Department will make it a policy to notify District of any person enrolled in or employed by District that is registered with the Department of Corrections (DOC) as a sex offender.

9. Procedures

- A. The SRO will generally not be involved in ordinary school discipline that does not involve a suspected violation of law or ordinance.
- B. If an administrator believes that a municipal or criminal violation has occurred or is about to occur, the building administrator may request the SRO's involvement, who will conduct an investigation in conformance with the policies of the Police Department, except as otherwise modified by this agreement and School Board Policy 882.1-Rule.

- C. If the SRO or Police Department receives information regarding a possible violation of law or ordinance on District premises, or other incident on or off District premises that endangers the property, health, or safety of others at school (including threats), the SRO shall notify the administration as soon as possible. The SRO **will follow State Law as interpreted by the Walworth County District Attorney, and guidance provided in School Board Policy 445, and 445 Rule, to ensure efforts are made to** ~~will attempt to~~ notify the administration before conducting an investigation, unless the matter poses an imminent danger.
- D. The SRO shall notify the school administration of the results of an investigation into a possible violation of law or ordinance on District premises, or other incident on or off District premises that endangers the property, health, or safety of others at school (including threats) as soon as possible, as permitted by law.
- E. It will be the responsibility of the SRO to report all crimes, he or she is made aware of, originating on campus, to the Police Department. Information on cases that are worked off-campus by the police department or other agencies involving students on a campus served by the SRO will be provided to the SRO.
- F. The SRO may assist the school administration in conducting a search, at the request of the school administration, as long as the SRO is assisting school officials in furtherance of the school's objective to maintain a safe and proper educational environment.

10. Police Interviewing of Students at School

- A. Students may be interviewed during school hours by the SRO, consistent with School Board Policy 882.1-Rule. Students may be interviewed during school hours by law enforcement officers other than the SRO in exigent circumstances.
- B. **The SRO will communicate with Building Administrators on day-to-day police activities conducted at school buildings. Due to the sensitive nature of some investigations, or in an effort to maintain the integrity of an investigation, it may not always be possible for SROs to disclose information to Building Administrators immediately. In those situations, the Building Administrator or Superintendent will be notified when practicable.**
- C. The SRO, or law enforcement officer involved in an interview, will **follow State Law as interpreted by the Walworth County District Attorney, and when feasible, guidance provided in School Board Policy 445, and 445 Rule, regarding contacting** ~~make every effort to contact~~ a guardian before conducting the interview unless the interview is initiated by a student, involves child abuse, or concerns an urgent matter of health and safety.

11. Taking a Student in Custody

- A. The SRO will notify the school administration immediately upon determining if a student will be placed in custody.
- B. The SRO will work with the school administration to ensure the process of taking the student in custody is least disruptive to the school environment while maintaining officer safety considerations.

12. Off Duty Carrying of Firearms

A. Law enforcement officers employed by the Police Department shall be permitted to possess firearms, including concealed firearms, on school property while not acting in their official capacities as “on-duty” officers, pursuant to Section 948.605 of the Wisconsin Statutes. To avoid any disruption which could result, off-duty officers who choose to possess a firearm on school property under this Agreement shall do so in a concealed manner only.

B. Only law enforcement officers employed by the Police Department who are “peace officers” as defined by Wisconsin Statute, and who carry firearms in the course of their professional duties with the Police Department shall be permitted pursuant to this Agreement to possess firearms on school property while not acting in their official capacities as “on-duty” officers.

C. It is agreed that law enforcement officers covered by this Agreement are authorized and permitted, and therefore shall continue to take any and all steps that their oath and duties to the Police Department and the State of Wisconsin require, including when off-duty on District premises or property if said oath and duties so require.

13. Payment of the SRO Program Cost

A. SRO shall be paid through City payroll.

B. Program Cost includes budgeted wage, benefit, and payroll tax for SRO in accordance with the collective bargaining agreement between the Police Department and the WPPA. Program Cost excludes overtime and related additional pay, unless overtime is directly connected to a school related assignment, investigation, or function. Documentation of overtime may be requested and reviewed by the School District.

C. ~~Program Cost shall be shared by the City and~~ The School District shall pay a per diem rate of \$500 per day for SRO services.

1. ~~The School District shall be responsible for 60% of the annual Program Cost. The City will invoice the School District for these costs.~~ The Police Department will staff the School District with an SRO whenever feasible, however, must have the discretion not to staff an SRO due to staffing shortages, sick leave, vacation, court appearances, or other needs.
2. The City shall be responsible for any and all remaining costs.

14. Termination

A. In addition to termination as provided in Section 3, above, this Agreement may be terminated by either Party upon thirty (30) days written notice that any Party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either Party upon ninety (90) days written notice.

B. If the District terminates this Agreement pursuant to this section, the District will fulfill its obligations under Section 13 through the date of termination.

15. Miscellaneous

A. **Modification.** This document constitutes the complete understanding between the Department and District as to all matters addressed herein. Modifications to the terms shall be mutually agreed upon by the parties in writing and signed by the parties.

B. **Non-Assignment.** This agreement, and each covenant herein, shall not be capable of assignment, unless

the express written consent of the School Board and City is obtained.

- C. Merger. This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.
- D. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- E. Entire Agreement. This Agreement constitutes the complete understanding between the Department and District as to all matters addressed herein. This Agreement shall supersede all prior agreements, understandings, or practices concerning such matters.
- F. Governing Law and Venue. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Wisconsin without regard to the law of conflicts.
- G. Waiver. Any failure of a Party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said Party thereafter to enforce each and every provision under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates written below.

WUSD SCHOOL BOARD

By: _____ Date: _____
Stephanie Hicks, School Board President

WHITEWATER POLICE DEPARTMENT

By: _____ Date: _____
Daniel A. Meyer, Chief of Police

CITY OF WHITEWATER

By: _____ Date: _____
John Weidl, City Manager