

School Resource Officer Agreement
City of Waukesha Police Department – Waukesha School District

This Agreement is made, pursuant to Wis. Stats. §66.0301, by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and the School District of Waukesha, referred to herein as the School District. Together, they are referred to herein as the Parties.

Recitals

The School District wishes to have the City of Waukesha Police Department, referred to herein as the Police Department, provide School Resource Officers, referred to herein as SROs, on duty in certain of its schools, and the Police Department is willing to assign officers to act as School Resource Officers in schools designated by the School District.

Therefore, in consideration of the mutual promises contained herein, the Parties agree and contract as follows:

1. **Term of Agreement.** The term of this Agreement commences September 27, 2016 and terminates on June 30, 2021. Either Party may terminate this Agreement by written notice delivered to the other party no later than 60 days prior to the end of any school year, with the termination to be effective as of the last day of classes for that school year.
2. **Provision of School Resource Officers.**
 - a. The Police Department shall assign sworn officers to act as SROs, as follows: One each at South, North, and West High Schools; and beginning on January 1, 2016, one to rotate among Les Paul, Horning, Butler, and Saratoga STEM Middle Schools. A patrol officer shall also be assigned to each elementary school as a liaison for emergency planning. Assignment of SROs shall be in the sole discretion of the Police Department, and assignments may rotate.
 - b. The Police Department and School District shall cooperatively develop a schedule of community-outreach events for participation by SROs.
 - c. The Chief of Police will take into account the comments, suggestions, and requests of the principals of the schools to which SROs are assigned when assigning individual officers to SRO assignments, including requests for removals and re-assignments, however, the final determination of assignments shall be in the sole discretion of the Chief of Police.
 - d. SROs are at all times employees of the Police Department, shall be subject to the chain of command, direction, supervision, and control of the Police Department; and SROs 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 of this Agreement.
 - e. SROs are at all times, including times during which they are assigned to school campuses, active law-enforcement officers, and their duties as such shall have priority over their duties as SROs.
3. **SRO Duties.** The SRO's duties shall include, but not be limited to, the following:
 - a. While on duty at schools, SROs shall reasonably accommodate the requests, and follow the direction, of the principals of the schools to which they are assigned, to the extent such requests and directions do not conflict with the law, the practices and policies of the Police Department, any orders of the Police Department, or the terms of this Agreement.
 - b. SROs shall act as visible, active law-enforcement figures on campus, dealing specifically with law enforcement matters originating on their assigned campuses.

- c. SROs shall provide a classroom resource for law-enforcement education, using materials approved by both the Police Department and the School District.
- d. SROs shall be a resource for students, allowing them to associate and become familiar with law-enforcement figures in the school environment.
- e. SROs shall be a resource for teachers, parents and students, for conferences on an individual basis to deal with individual problems or questions, particularly in the area of controlled substances.
- f. SROs shall make appearances before site councils, parent groups, and other groups associated with the campus and speak on a variety of requested topics, particularly drug and alcohol abuse.
- g. SROs shall document their activities on and off campus, and compile a monthly report to be provided to the Police Department and to the principal of the assigned school.
- h. SROs shall not be involved in ordinary school discipline. Discipline of students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment will the principal request SRO involvement.
- i. SROs shall respond to violations of law on the school campuses, and principals shall request SRO involvement in matters in which the principal believes a violation of law may have occurred.
- j. SROs shall investigate all crimes originating on campus. Information on cases involving students that are investigated off-campus by the Police Department or other agencies on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigations.
- k. SROs shall communicate their law-enforcement actions to the principal's office.
- l. SROs shall 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.
- m. SROs and principals shall develop plans and strategies to prevent or minimize dangerous situations which might result in student unrest.
- n. SROs shall coordinate all of their activities with the principal and staff members designated by the principal and will seek permission, guidance, and advice prior to beginning any programs within the school.
- o. SROs, along with Patrol Officers, shall assist with community outreach and may be asked to provide community-wide crime-prevention presentations that may include topics such as:

Drugs and the law - adult and juvenile

Alcohol and the law - adult and juvenile

Sexual assault prevention

Safety programs - adult and juvenile

Assistance in other crime prevention programs as assigned

- p. SROs will wear Police Department uniforms, business casual and formal, with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and Police Department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- q. SROs will wear their department-issue duty weapons in accordance with Police Department policy.

4. Duty Hours.

- a. SRO duty hours shall be determined by the provisions of the labor agreement between the Police Department and the Wisconsin Professional Police Association. Whenever possible, it is the intent of the Parties that SROs' duty hours conform to the school day.
- b. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and criminal cases arising from their duties as an SRO shall be considered 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 the principal of the school to which the SRO is assigned. The Police Department will assign another qualified officer to substitute for the absent SRO, beginning on the sixth consecutive day of absence.

5. School District Duties.

- a. Principals and other School District personnel will work with SROs to develop plans and strategies to prevent or minimize dangerous situations which might result in student unrest.
- b. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, or arrests on the campus should be referred to the SRO.

6. Compensation. The School District will make the following payments to the City:

- a. \$150,000 for the SRO Program for the 2016-17 school year, no later than April 15, 2017.
- b. \$215,000 for the SRO Program for the 2017-18 school year, no later than April 15, 2018.
- c. \$215,000 for the SRO Program for the 2018-19 school year, no later than April 15, 2019.
- d. \$215,000 for the SRO Program for the 2019-20 school year, no later than April 15, 2020.
- e. \$215,000 for the SRO Program for the 2020-21 school year, no later than April 15, 2021.

7. Transporting Students.

- a. SROs shall not transport students in Police Department vehicles except:
 - i. When the students are victims of crime or are under arrest; or when some other emergency exists.
 - ii. When students are suspended and/or sent home from school pursuant to school disciplinary actions, the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period, and the student is disruptive or disorderly and his or her continued presence on campus is a threat to the safety and welfare of other students and school personnel.
 - iii. Under other appropriate circumstances, when the SRO and the Principal or Principal's designee mutually agree.

- b. SROs shall not transport students in their personal vehicles.
- c. SROs shall notify school personnel upon removing a student from campus.

8. Access to Education Records.

- a. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- b. If information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence, to the extent allowed by law.
- c. If confidential student records information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

Waukesha School District

 Todd Gray, Superintendent of Schools
 Date: _____

 Date: _____

City of Waukesha

 Shawn N. Reilly, Mayor
 Date: _____

 Gina L. Kozlik, City Clerk-Treasurer
 Date: _____