

INTERGOVERNMENTAL AGREEMENT**TO START A****SCHOOL RESOURCE OFFICER (SRO) PROGRAM**

WITNESS, this Agreement made between the City of Stoughton, Wisconsin, 381 E. Main Street, Stoughton, WI, (hereinafter referred to as "the City") and the Stoughton Area School District, 320 North Street, Stoughton, WI. (herein referred to as "the School District"). The parties hereby agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to define the duties and responsibilities of the City and the School District in the operation of a School Resource Officer (SRO) Program in the School District, for those schools within the City's corporate limits.
2. **TERMS:**
 - a. **APPLICABLE TERM:** This Agreement shall be for three years beginning on July 1, 2013 and will continue to June 30, 2016.
 - b. **EXTENDED TERM:** The City and School District will review the SRO program no less than 60 days prior to its termination to determine if the agreement should be extended beyond June 30, 2016.
 - c. **TERMINATION:** Upon sixty days written notice, either party may terminate this agreement.
3. **PERSONNEL:** The Chief of Police shall select and assign the SRO, upon the recommendation of a selection panel, composed of representatives of the School District and the City. Nothing in this agreement shall be construed to alter the authority of the Chief of Police to select, assign and supervise police officers who work in the SRO assignment; however, the School District may request the removal of an officer if they are dissatisfied with his or her performance.
4. **CHAIN OF COMMAND:** The SRO is an employee of the City, and will report to the police departments Lieutenant of Police or designee. The normal day-to-day direction of SRO activities is the responsibility of the School District, subject to overriding consideration as determined by the Lieutenant of Police.
5. **WORK DAYS:** The SRO shall be available to the School District for all days scheduled by the school calendar, except as provided in paragraph 6, and the subject to other terms of this contract.
6. **HOURS OF WORK/WORK SCHEDULE:** The SRO shall maintain a normal work schedule as provided in the city's collective bargaining agreement. The

Page 2 – School Resource Officer Agreement

normal work days are Monday through Friday during the school calendar year. The normal work hours are eight consecutive hours.

The SRO shall prepare and file with the Lieutenant or designee, a monthly schedule of actual work days, 30 days in advance. The schedule shall be provided to the high school principal prior to the first school day of each month and revised as necessary. Any significant modification from the schedule must have prior approval of the Lieutenant, Principal, and the Officer. In the event of an emergency, the above individuals must be notified as soon as possible.

7. EMERGENCY SITUATIONS: In case of a serious emergency, major investigation or unforeseen circumstances in the community, a ranking officer of the police department may temporarily reassign the SRO from the school in order to perform investigative, patrol or other assigned duties within this department; however, the officer will be returned to the school as soon as possible.

If the school closes due to inclement weather conditions or other unforeseen circumstances, the City has no obligation to assign the SRO to a school.

8. ABSENCES: The SRO shall notify the High School Principal and the Lieutenant of Police, on any day he or she is not available to work because of illness or for any other reason.
9. ACTIVITY REPORT: The SRO shall record activities on forms mutually approved by the City and School District.
10. DRESS CODE: The SRO may wear a business dress, i.e., sports jacket, tie, dress slacks, blouse or sweater at all times when on duty. However, the officer will have broad discretion on the appropriate dress, which may include a casual open collar department approved polo shirt. During special circumstances it may be more appropriate to wear the official police uniform or other clothing for extreme weather or environmental conditions.
11. WEAPON: The SRO is first and foremost, a police officer and is required to carry a duty weapon while on assignment in the schools. The weapon may or may not be concealed from public view at the discretion of the SRO. If certain circumstances require the officer to temporarily remove his or her weapon, it will be secured in a location that is readily accessible to the SRO.
12. OFFICER EVALUATION: The Superintendent or designee, in conjunction with the Lieutenant of Police, will provide a performance evaluation of the SRO. The evaluation will be completed twice during the school year;

Page 3 – School Resource Officer Agreement

once at the end of the fall semester, and once at the end of the spring semester. The performance evaluation will conform to department policy on Performance Evaluations.

13. INCIDENTS: Incidents occurring on school premises that require police intervention shall be investigated by the SRO. He or she shall conduct a police investigation and prepare incident reports in accordance with accepted law enforcement practices and departmental policies and procedures.
14. OVERTIME: Any overtime that is authorized by a school principal and the School District shall be funded 100% by the School District. Any overtime that is authorized by a ranking officer of the police department and City shall be funded 100% by the City.
15. EXTRACURRICULAR ACTIVITIES: Extracurricular activities of the school, such as athletic events, dances, etc., shall not be considered a normal function of the SRO Program, unless mutually agreed upon by the officer and the school principal. The officer shall not be used for security purposes in conjunction with an extracurricular activity. If security at an event or activity is required, the School District will request the department to provide a security function. This will result in overtime staffing which is available to all officers on the department.
16. GUIDANCE COUNSELING: The SRO shall not engage in academic guidance counseling activities and shall refer any students who require guidance counseling to the school guidance counseling staff.
17. SCHOOL DISCIPLINE RULES: The SRO is not to engage in the routine and customary disciplinary actions of student conduct that is normally handled by a member of the School District's administrative staff. However, the SRO may refer such disciplinary matters that he or she deems appropriate.
18. COORDINATING COMMITTEE: The City and School District may establish a coordinating committee that would periodically meet to discuss and review the SRO Program.
19. EQUIPMENT AND FACILITIES: The City will provide the SRO all equipment normally provided to a police officer. The School District will provide private office space, telephone, desk and a secure file cabinet to enable the SRO to perform the duties of the position.

Property purchased by either the School District or the City will remain the specific property of the provider.

Page 4 - School Resource Officer Agreement

20. COMPENSATION: The compensation of the SRO, including wages and fringe benefits shall be paid by the City based on the cost sharing provisions described in paragraph 22.
21. LIABILITY: Each party shall be liable for the acts of its own officers and employees. Each party does hereby agree to and does hereby indemnify and hold harmless the other party from any acts or omissions of its officers or employees which may give rise to any liability or claims of liability of damages, actions, or judgments with respect to the operation of the SRO Program. Each party shall maintain policies of general liability insurance to cover its obligations in this regard.
22. COST STANDARD: The parties agree that the SRO Program is a cost shared full-time position.

The parties further agree that the actual and necessary cost (except overtime as authorized in paragraph 14) of the program will be shared with the School District (see attached cost sharing agreement) being responsible for 75% and the City being responsible for 25% of the SRO position.

The City will invoice the School District in December for the fall semester, and early June for the spring semester.

Page 5 – School Resource Officer Agreement

AMENDMENTS: This agreement may be modified by the mutual written agreement of the parties.

Dated this ____ day of _____ 2013.

CITY OF STOUGHTON

BY: _____

Donna Olson, Mayor

Attest: _____

Maria Hougan, City Clerk

STOUGHTON AREA SCHOOL DISTRICT

By: _____

Liz Menzer, Board of Education President

Attest: _____

Timothy Onsager, District Administrator

Stoughton Area School District

Administrative and Educational Services Center

320 North Street
Stoughton, WI 53589-1733
(608) 877-5000

MEMORANDUM OF UNDERSTANDING


BETWEEN THE CITY OF STOUGHTON AND THE STOUGHTON AREA SCHOOL DISTRICT

It is agreed by and between the City of Stoughton ("City") and the Stoughton Area School District ("SASD") as follows:

1. The City intends to pursue a Federal COPS Universal Hiring Grant to hire a police officer to create a School Resource Officer (SRO) position within the Stoughton Police Department.
2. The City and the SASD agree that if the awarded COPS Grant Funding is accepted, to enter into an agreement to establish an SRO position to be used jointly by the City & SASD.
3. The City and SASD agree that if the awarded COPS Grant Funding is accepted, the position would begin during the 2013-2014 school year or as identified in any grant award.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 28 day of May 2013.


City of Stoughton



Donna Olson

Mayor

Stoughton Area School District



Tim Onsager

District Administrator

City	Days			
Police Contract Days/yr	244			
Vacation	-15			
Total At Work Days	229	229	244	
Officer at School	-191	-83.41%	78%	191 days
Officer patrol days	38	16.59%	22%	53 days
				244

	Year 1	Year 2	Year 3	Year 4	Year 5
New Officer					
Hourly rate	\$23.40	\$24.46	\$25.58	\$26.74	\$27.96
Wages	\$45,559.80	\$47,629.84	\$49,796.99	\$52,062.76	\$54,431.61
WRS 11.65%**	\$5,307.72	\$5,548.88	\$5,801.35	\$6,065.31	\$6,341.28
Med/FICA	\$3,485.32	\$3,643.68	\$3,809.47	\$3,982.80	\$4,164.02
Health/Dental	\$17,427.48	\$18,298.85	\$19,213.80	\$20,174.49	\$21,183.21
Life Estimate	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
ICI Estimate	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
Total Wage/Benefit Cost	\$72,180.32	\$75,521.25	\$79,021.61	\$82,685.35	\$86,520.12
School cost at 80%	\$57,744.26	\$60,417.00	\$63,217.29	\$66,148.28	\$69,216.10
* School Cost at 75%	\$54,135.24	\$56,640.94	\$59,266.21	\$62,014.02	\$64,890.09
Cost % is for wages/benefits only					

Other Costs not covered by School District					
Uniform	2500	500	500	500	500
Training	13000	700	700	700	700
Weapons	500	0	0	500	0
Vehicle	5000	5000	5000	5000	5000
Total Other Costs	\$21,000	\$6,200	\$6,200	\$6,700	\$6,200

City Cost for extra officer					
Wages/Benefits at 25%	\$18,045.08	\$18,880.31	\$19,755.40	\$20,671.34	\$21,630.03
Other	\$21,000	\$6,200	\$6,200	\$6,700	\$6,200
Total City Expense	\$39,045.08	\$25,080.31	\$25,955.40	\$27,371.34	\$27,830.03