

**MEMORANDUM OF UNDERSTANDING
REGARDING SCHOOL RESOURCE OFFICERS BETWEEN:
MONONA GROVE SCHOOL DISTRICT, VILLAGE OF COTTAGE GROVE, AND CITY
OF MONONA**

This Memorandum of Understanding (MOU) is effective on March 15, 2021 and is agreed to, by and between the Monona Grove School District (District), Village of Cottage Grove (Village), and the City of Monona (City) (Collectively the “Parties”), pursuant to Wis. Stat. § 66.0301.

WHEREAS, the District is a school district which encompasses both the City and the Village;

WHEREAS, the District desires police school resource officers (SROs) to be assigned to certain of its schools;

WHEREAS, the City and the Village are willing to assign officers from their respective police departments to District schools to serve as SROs; and

WHEREAS, the Parties desire to define the duties and responsibilities of the Village, the Village Police Department, the City, the City Police Department, and the District in the operation of the SRO Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

APPLICABILITY OF DISTRICT, CITY, AND VILLAGE POLICIES

The Parties recognize the activities set forth in this MOU are the subject of certain District policies and administrative guidelines, Village and City policies, and Police Department policies. These policies and guidelines include, but are not limited to, District policy and administrative guideline 5771 “Search and Seizure,” District policy and administrative guideline 5540 “Relationship with Governmental Agencies,” and District policy 5540.01 “Investigation Involving Suspected Child Abuse.” The Parties will endeavor to cooperate with each other and attempt to conform their actions consistent with the provisions of the applicable City, Village, Departmental, and District policies and guidelines.

TERM

The term of this MOU shall be from March 15, 2021 through June 30, 2021. Any party may withdraw from this MOU at any time, and for any reason, or no reason, upon 90 days written notice to the other Parties.

APPOINTMENT OF SRO

The Village Chief of Police shall assign one officer to serve in the position of SRO (the “Village SRO”), provided the District approves the assignment.

The City Chief of Police shall appoint one officer to serve in the position of SRO (the “City SRO”), provided the District approves the appointment.

The District shall have the right to request that the Village or City remove an SRO from assignment within the District, temporarily or permanently. The Village and City shall accommodate any such request and assign a new SRO to the District to the extent reassignment is reasonably practicable and as soon as reasonably practical. However, the District will not pay the Village or City for SRO services during any period in which the Village or City have not reassigned a new SRO to the District following the removal of an SRO from assignment within the District. The District shall communicate in good faith with the Village or City following the removal of the SRO to resolve any concerns regarding the SRO. The District may permit the SRO to return to assignment within the District in the future, in its sole discretion.

The District’s Superintendent or designee shall meet with the Village or City Chief of Police to resolve any disputes related to this MOU. In the event of an impasse regarding the selection of an SRO, the Village and City Chief of Police shall have the final say as to the selection of their respective SRO, subject to the aforementioned rights of the District.

The Chief of Police for each respective SRO shall have supervisory control over the SRO providing services under this MOU.

The District shall bring specific concerns regarding an SRO to the attention of the appropriate Chief of Police or their designee, and the appropriate Chief of Police and SRO shall work with the District to address these concerns.

The SROs will not be considered employees of the District nor shall the District be considered a co-employer or joint employer of the SROs.

ASSIGNMENT OF SROS WITHIN THE DISTRICT

The Village SRO shall perform their duties at District schools within the Village, particularly at Glacial Drumlin School. However, the actual time worked at that school, or another within the District, will be determined pursuant to this MOU. Activities which require time consuming or complex investigation shall be reported to the Village Chief of Police or their designee. The Village Police Department shall provide assistance as determined appropriate by the Village Chief of Police or their designee.

The City SRO shall perform a majority of their duties at District schools within the City, particularly, the Monona Grove High School. However, the actual time at that school, or another within the District, shall be determined pursuant to this MOU. Activities which require time consuming or complex investigation shall be reported to the City Chief of Police or their designee.

The City Police Department shall provide assistance as determined appropriate by the City Chief of Police or their designee.

Either SRO may be requested by the District to attend special events or extracurricular activities. The special events and extracurricular activities shall be restricted to locations within the District's boundaries, and within the municipality of the SRO unless approved by the City and Village Chiefs of Police or their designees. Compensation and attendance by the SROs for special events and extracurricular activities shall be established in accordance with this MOU and are subject to applicable collective bargaining agreements.

In the event an SRO is unable to perform requested special events or extracurricular duties, or additional police personnel are deemed necessary for an event, the District may request that one or more non-SRO officers be assigned to perform such duties. The request shall be made to the Chief of Police, or their designee, of the police department from which the unavailable SRO is employed, or the jurisdiction of the event where additional officers are deemed necessary. The Chiefs of Police may, but shall not be required to, in their sole discretion, assign other and/or additional officers as requested by the District. The District shall reimburse the municipality for the salary (including necessary overtime), employment expenses, and benefits of such officers as set forth in this MOU with respect to SROs. This paragraph shall not apply if the District requests a law enforcement response to a potentially criminal incident occurring, or having occurred, within the District.

COMPENSATION AND COST SHARING

It is agreed that the District will reimburse the City and the Village for their respective SRO's salary, employment expenses, and benefits for the period in which the SRO is assigned to the District. This period of assignment will be for a period of 3 months which shall approximate the remainder of the regular instructional school year, whether in person or by virtual attendance, or as otherwise agreed upon by the Parties. SROs shall attend District in-services and trainings at the request of the District. The District will also reimburse the City and the Village for their respective SROs' overtime that is preapproved by the District and incurred by either SRO at the request of the District, unless preapproval is not reasonably practicable, in which case the District shall pay any reasonably necessary overtime costs as determined at the sole discretion of the Village's and the City's Chief of Police, or their designee. The District Administration shall have the authority to modify the SROs' schedules in any given workweek, in consultation with the appropriate police department and in accordance with applicable collective bargaining agreements, to limit the payment of overtime by the District, particularly when an SRO is asked by the District Administration to attend events held outside of the regular school day.

The Village's and the City's Police Departments shall furnish their respective SROs with all equipment necessary to perform the duties of the SROs as set forth by this MOU. The District will reimburse the City and the Village for all non-equipment related expenses the SROs incur in performing their duties under this MOU, including motor vehicle expenses and mileage, which shall be reimbursed at the IRS standard mileage rate.

DUTIES AND RESPONSIBILITIES

The Village SRO shall be sworn as a peace officer of the Village Police Department with all lawful authority to maintain public order, make arrests, and enforce all federal, state, and local laws, consistent with this MOU. The City SRO shall be sworn as a peace officer of the City Police Department with all lawful authority to maintain public order, make arrests, and enforce all federal, state, and local laws, consistent with this MOU.

At all times an SRO of one municipality is performing duties within the other municipality, he/she shall be considered to be acting upon the request of the other municipality's Police Department for mutual assistance as provided in Wis. Stat. § 66.0313. Notwithstanding the provisions of Wis. Stat. § 66.0513, the SRO's salary, employment expenses and benefits shall be paid by the SRO's own police department, and reimbursed thereto by the District, as provided in this MOU; except with respect to duties unrelated to the District, which shall be paid by their own police department.

School Resource Officer

- A. The SROs are sworn police officers assigned to provide law enforcement expertise and resources to assist the District school staff in maintaining safety, order, and discipline within the assigned schools. The SROs are not the disciplinary arm of the District, and will not normally become involved in discipline issues or the enforcement of school rules except as they relate to maintaining a peaceful and safe environment in the schools to which they are assigned.
- B. The SROs' assigned District school buildings, grounds, and surroundings will be the SROs' patrol area, and they assume primary responsibility for handling all calls for service and coordinating the response of other police resources to the school, as reasonably practicable, recognizing the difference between student discipline matters and matters of safety and security warranting formal law enforcement intervention.
- C. In general, absent a real and immediate threat to a student, a teacher, or public safety, incidents involving public order offenses by students (including, but not limited to, disturbance/disruption of schools or public assembly; loitering; profanity; and fighting that does not involve physical injury or weapon) do not warrant formal law enforcement intervention, but rather shall be considered student discipline matters. An SRO shall generally not become involved in student discipline matters, except at the request of the District. If the SRO is not involved in an incident involving a student discipline matter relating to fighting, the Superintendent shall inform the appropriate SRO that the incident occurred. The SROs shall make all reasonably practicable efforts to assist in such matters not conflicting with the terms of this MOU.
- D. District Administration, recognizing the difference between student discipline matters and matters of safety and security warranting formal law enforcement intervention, shall immediately report criminal activity warranting formal law

enforcement intervention to the appropriate SRO. In an emergency situation, the District Administration shall also call 911. In a non-emergency situation, the District Administration shall notify the appropriate SRO or call the appropriate police department if the SRO is not available. Information that is not of an emergency nature may be held for action by the appropriate SRO upon their return to the District.

- E. In cases of temporary police emergencies, each Chief of Police may temporarily reassign their respective SRO to non-District duties. The municipality of that SRO shall be solely responsible for the SRO's salary, employment expenses, and benefits during said period of reassignment. The Chief of Police or designee of the SRO so reassigned shall notify the District Administration in a reasonably prompt manner under the circumstances.
- F. The SRO's duty schedule will be determined by their respective Chief of Police, in consultation with the District, but it will generally be an eight-hour shift, scheduled Monday through Friday during the times when students are receiving education, either in person or by virtual attendance. In the event an SRO is sick or has other unplanned absences, he/she will notify the District prior to the absence and notify the SRO's police department in accordance with the police department's policy. Requests for floating holidays will be made to the police department for the respective SRO for approval, and prior notification will be made by that SRO to the appropriate District personnel.

Each police department shall prepare a monthly work schedule, which is subject to change as necessary, indicating the programs, and activities that he/she will be involved in for the following month. In addition, each SRO will prepare a detailed monthly report, which will be given to their respective chief of police and the District's Superintendent or designee.

- G. During the summer months when school is not in session and during any period for which the District's schools are closed by the District, each police department will establish the work schedule of its respective SRO. Each SRO will make the appropriate arrangements for time off, vacations and holidays etc. in accordance with their respective collective bargaining agreements and departmental policies, striving to take time off during the scheduled break periods established by the District's calendar as reasonably practicable.
- H. The SRO positions are generally non-uniformed positions. However, upon agreement between the District and the respective police department, this condition may be changed. Each SRO shall, from time to time as directed by their respective chief of police or the District, wear their police department uniform for programs and other assignments such as security at athletic events. When not in uniform, each SRO will wear clothing similar to that of other plain clothes positions within their respective police department.

- I. The SRO may assist with all reasonably necessary and appropriate training for the District Administration in law enforcement and related matters.
- J. The City and Village will pay for all professional development trainings sufficient for their respective SRO to keep and maintain knowledge consistent with the SRO's duties and all applicable federal, state, and local laws, including laws governing student restraint and seclusion, as determined appropriate in the sole discretion of the applicable chief of police and as required by law. The appropriate chief of police or their designee will consult with the District Administration on any adjustments to scheduling and staffing when an SRO's training will cause the SRO to be absent from the District during the regular school day.

DISTRICT ADMINISTRATIVE HEARINGS

An SRO may attend suspension, expulsion, or other District administrative hearings upon request of the District Administration. The SRO shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the officer. The SRO shall make available any physical evidence within their possession or control, subject to approval from the Chief of Police, District Attorney' office, or other prosecuting agency.

The SRO will not provide any official police department document or juvenile record to the District, except as permitted under Wis. Stat. § 938.396(1).

The District Administration can, after consulting with the appropriate police department, adjust the SRO's schedule for a given workweek so that the SRO is not eligible for overtime pay due to the SRO's attendance at District administrative hearings occurring within the workweek in which the scheduling change is requested.

INTERAGENCY AGREEMENT/EXCHANGE OF INFORMATION

The Village, City, and District enter into this MOU in order to protect the confidentiality of pupil records as required by law, while providing for the lawful disclosure of pupil records and information to the extent permitted by law, to serve the interests of pupils and all other concerned parties.

The exchange of information is for the purpose of investigating and in some cases prosecuting acts including but not limited to truancy, theft, harassment, assault, drug or alcohol possession, use and/or distribution, or other acts in violation of local ordinances or state statutes, and assisting the District with administrative hearings.

It is understood and agreed that this MOU is an Interagency Agreement that authorizes the Village and City to routinely disclose information to the District as permitted by Wis. Stat. § 938.396(1).

For purposes of SRO access to education and pupil records, the District designates the SROs as school officials with a legitimate educational interest in accessing education records under the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g, and in accessing pupil

records under Wis. Stat. § 118.125(2)(d). The District may provide the SROs with access to education and pupil records information maintained by the District to the extent required by the SROs to perform their duties as SROs and as allowed under FERPA and Wis. Stat. § 118.125(2)(d). The SROs shall also be granted access to education and pupil records information in the event of an emergency situation threatening the health or safety of a student or other individual. The SROs may only re-disclose education or pupil records information consistent with FERPA and Wisconsin pupil records law.

Records created and maintained by the SROs for the purpose of ensuring the safety and security of persons or property in the District or for the enforcement of local, state, or federal laws or ordinances, including body camera footage, shall not be considered education or pupil records—even when such records may serve the dual purpose of enforcing school rules—and are not subject to the same prohibitions of access or disclosure by the SROs.

RELEASE OF POLICE INFORMATION

Consistent with the basic tenets of the relationship between the District and the SROs described in this MOU, open communication is essential to effectiveness. The SROs should exchange information with the District Administration limited to that which directly relates to and contributes to the safety of the school environment and is otherwise allowable under the law. The SROs shall make official documents, police reports, and records available to the District, only as provided under Wis. Stat. § 938.396(1).

LIABILITY AND INSURANCE

The Village shall agree to provide a certificate of insurance for liability coverages reasonably satisfactory to the District, including law enforcement legal liability coverage, and name the District as an additional insured on the Village's certificate of insurance throughout the term of this MOU. The Village's liability coverages must not contain an exclusion for sexual abuse/molestation or corporal punishment.

The Village acknowledges its obligation to obtain and maintain throughout the term of this MOU appropriate insurance coverage for the benefit of the Village and for the benefit of the Village's employees. The Village waives any rights to recovery from the District for any injuries the Village's employees may sustain or cause while performing services under this MOU that are a result of the negligence of the employees of the Village.

The City shall agree to provide a certificate of insurance for liability coverages reasonably satisfactory to the District, including law enforcement legal liability coverage, and name the District as an additional insured on the City's certificate of insurance throughout the term of this MOU. The City's liability coverages must not contain an exclusion for sexual abuse/molestation or corporal punishment.

The City acknowledges its obligation to obtain and maintain throughout the term of this MOU appropriate insurance coverage for the benefit of the City and for the benefit of the City's employees. The City waives any rights to recovery from the District for any injuries the City's

employees may sustain or cause while performing services under this MOU that are a result of the negligence of the employees of the City.

The District shall agree to provide a certificate of insurance for liability coverages reasonably satisfactory to the City and Village throughout the term of this MOU. The District's liability coverages must not contain an exclusion for sexual abuse/molestation or corporal punishment.

The District acknowledges its obligation to obtain and maintain throughout the term of this MOU appropriate insurance coverage for the benefit of the District and for the benefit of the District's employees. The District waives any rights to recovery from the City and/or Village for any injuries the District's employees may sustain or cause while performing services under this MOU that are a result of the negligence of the employees of the District.

The District shall agree to provide a certificate of insurance for liability coverages reasonably satisfactory to the Village and the City, and name the Village and the City as additional insureds on the District's certificate of insurance throughout the term of this MOU. The District's liability coverages must not contain an exclusion for sexual abuse/molestation or corporal punishment.

In the event any Party finds the above liability coverage of another Party to be unacceptable, the sole remedy shall be immediate termination of this MOU.

MUTUAL INDEMNIFICATION AND HOLD HARMLESS

The City and Village, respectively, agree to defend, indemnify, and hold harmless the District, its school board, administration, employees, and volunteers, individually and collectively, from and against all costs, losses, claims, actions, attorney fees, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by the negligence of the City or Village as a result of the services, equipment, property-owned, leased, or rented, or other activities of the City or Village as shown in the MOU.

The District agrees to defend, indemnify, and hold harmless the City and the Village, their boards, agents, employees, and volunteers, individually and collectively, from and against all costs, losses, claims, actions, attorney fees, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by District's negligence as a result of the District's use or occupancy of the District's facilities, equipment, property owned, leased, or rented, or other activities as shown in the MOU.

NON-WAIVER

Nothing herein is intended or shall be construed as a waiver of defenses or immunities (including the limitations of Wis. Stat. § 893.80) available under the law which the Village, City, or the District are entitled to raise, nor shall the purchase of insurance by the Village, City, or the District constitute a waiver of any such defenses and immunities.

AMENDMENTS

Subject to applicable law and subject to the other provisions of this MOU, this MOU may be amended by the Parties at any time by execution of an instrument in writing signed by the governing bodies, or their authorized representatives, of all the Parties.

SIGNATURE PAGE IMMEDIATELY FOLLOWS.

IN WITNESS WHEREOF, the Parties have entered this Agreement effective as of the date first above written.

CITY OF MONONA

By: _____
Mary O'Connor, Mayor

Date

By: _____
Joan Andrusz, City Clerk

Date

By: _____
Walter Ostrenga, Police Chief

Date

VILLAGE OF COTTAGE GROVE

By: _____
John Williams, Village President

Date

By: _____
Lisa Kalata, Village Clerk

Date

By: _____
Daniel Layber, Police Chief

Date

MONONA GROVE SCHOOL DISTRICT

By: _____
Andrew McKinney, School Board President

Date

By: _____
Susan Manning, School Board Clerk

Date

By: _____
Daniel W. Olson, Superintendent

Date