CITY OF CHIPPEWA FALLS, WISCONSIN

NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of the:

JOINT MEETING BETWEEN

Committee No. 1
Revenues, Disbursements, Water and Wastewater

and

Committee No. 2
Labor Negotiations, Personnel, Policy & Administration

Will be held on **Tuesday, September 17, 2019 at 9:00 AM, Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.**

Items of business to be discussed or acted upon at this meeting are shown on the attached agenda below:

1. **Open Session**
2. **Discuss possibility of adding a School Resource Officer position at the Chippewa Falls Middle School. Possible recommendations to the Council.**
3. **Update on Safety Committee initiatives and city worker's compensation program. Possible recommendations to the Council.**
4. **Contemplated Closed Session under Wis. Stats. Sec. 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting public business with competitive or bargaining implications" to:**

    a. **Discuss labor negotiation issues and strategies;**

    May return to open session.
5. **Adjournment**

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

PLEASE NOTE THAT ATTACHMENTS TO THIS AGENDA MAY NOT BE FINAL AND ARE SUBJECT TO CHANGE. THIS AGENDA MAY BE AMENDED AS IT IS REVIEWED.

CERTIFICATION OF OFFICIAL NEWSPAPER

I hereby certify that a copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on September 13, 2019 at 4:25 pm by BNG.

SCHOOL RESOURCE OFFICER PROGRAM

Memorandum of Understanding

Between the Chippewa Falls Police Department & the Chippewa Falls Area Unified School District

PURPOSE:

The Chippewa Falls Police Department and the Chippewa Falls Area Unified School District do hereby agree to enter into a partnership for the purpose of establishing and maintaining a School Resource Officer (SRO) Program that promotes and enhances a safe and educational environment.

GOAL:

Provide a safe learning environment for all students and staff by being an educator, mentor, and law enforcement officer.

PROGRAM COSTS & METHODS OF PAYMENT:

The CFUSD shall pay fifty percent (50%) of the actual salary, fringe benefits and related officer compensation of the SRO for each year. The City shall bill the CFAUSD for the District's fifty percent (50%) share of such actual officer costs semi-annually each year. The CFAUSD shall pay its share to the City within 30 days of such billing.

As part of his/her responsibility, the SRO may be required to attend and assist certain extra-curricular activities of the school, from time to time, which are approved by both the Police Chief and the School Superintendent, or designee. Any officer compensation costs shall be reimbursed by the CFAUSD. In the event the SRO engages in work that is in excess of his/her normal hours, resulting in overtime, such overtime must receive prior approval by the position's supervisor, the Lieutenant of Investigations, or if not available, another CFPD Supervisor.

This agreement is subject to and contingent upon the annual discretionary budgetary deliberations, actions, appropriations, funding decisions, and other powers of the City's governing body and CFAUSD governing body, notwithstanding any provision on this agreement to the contrary.

OVERSIGHT:

It shall be the responsibility of the Police Department to hire, train, supervise, assign duties, and discipline officers in the SRO Program. Oversight of the SRO will be provided jointly by CFPD and CF School District Administration. Though the SRO is an employee of the CFPD, the success of the program relies on a close working partnership between the police department and the schools. Police Department Administration and School Administration will meet (minimally) once a calendar year to monitor the effectiveness of the program. The SRO Supervisor will meet with School Administration at least annually, or as needed.

SELECTION PROCESS:

The selection process will include, but not limited to, a letter of interest from each candidate and an interview with an interview panel which will be comprised of personnel from CFPD and the CFAUSD. The panel will be designated by the Police Chief and the School Superintendent. The candidate selected shall be acceptable to the School District.

The School Resource Officer (SRO) will be a sworn, full-time Chippewa Falls Police Officer and will work full-time during the school year at the Chippewa Falls Middle School and the Chippewa Falls High School as directed. The Police Chief has final approval of the selected candidate.

TRAINING

The SRO will receive training as soon as practical and available following assignment to the position, which includes:

- Attending ongoing district trauma informed practices trainings
- National Association of School Resource Officers (NASRO) Basic SRO and/or Advanced SRO courses
- Youth Mental Health Training
- De-escalation and other pertinent training for interacting with at-risk youth

ACCESS TO EDUCATION RECORDS:

The Family Educational Rights and Privacy Act (*FERPA*) limits the release of school records by school officials. Federal statute allows for specially trained SRO's to be considered school officials for the purpose of education records access. Thus, the SRO, as a school official, shall have access to the education records necessary to perform his or her essential functions. (See resources for additional information)

The SRO shall not disclose education records other than defined directory (or attendance) information to other law enforcement, unless they are designated as a school official subject to this MOU.

POSITION RESPONSIBILITIES AND DUTIES:

The SRO is subject to all the policies, rules and regulations of the police department, including the responsibilities listed in the position description (see attachment).

The SRO shall be considered an extension of the principal's office for assignments consistent with this agreement.

The SRO shall be considered both a law enforcement officer and school official for purposes of statutory clarification.

Act as the designee of the campus administration in maintaining a safe environment as to law enforcement matters and school violations. In incidents related to school violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.

Be involved in school discipline issues when it pertains to preventing disruption, or the risk exists for elevation to a criminal matter. SRO involvement in discipline issues may be necessary when meeting with students and parents in a planning capacity to ensure progress and safety in the school setting.

The SRO is to keep the school principal or his/her designee informed about law enforcement action which occurs on school property and/or which may involve a student or staff. This, or course, will occur consistent with the laws of the State of Wisconsin.

The SRO is a police officer and not a school teacher, a school administrator, nor a school counselor. The SRO will assist teachers with classroom presentations on relative topics when requested and appropriate. We, the undersigned, encourage teamwork, partnership, cooperation and coordination between the SRO, their supervisors and the school administrators.

The SRO will not enforce or provide discipline for school rule violations. Also, they will not be called into classrooms for classroom management issues, unless requested by school administration.

WORK SCHEDULE:

The SRO shall be available for duty at the schools when the schools are in session in conjunction with the school year calendar. It is critically important to the success of the SRO Program that the SRO is not absent other than for a minimal number of school days for such things as: approved training, vacation, sick time, etc. Unless pre-approved by both the Lieutenant of Investigations and the administration the SRO should not be absent on school days in any given school year, excluding approved training days. The SRO may only use 5 vacation days during the school year when school is in session, unless otherwise approved. The SRO shall notify school officials in advance of any change in the weekly work schedule. When the SRO is absent for the majority of a school day, for department training, vacation, or extended sick time, the Police Department will provide a replacement whenever possible.

PERFORMANCE EVALUATION:

Each year, the Lieutenant of Investigations will complete a written performance evaluation report of the SRO. The Lieutenant of Investigations will solicit feedback on the SRO's performance from school administration throughout each school year. If an SRO's performance is not meeting standards as set forth by the position description and/or the Police Department's annual evaluation criteria; corrective coaching, discipline, or reassignment may be taken by the Police Department.

The Superintendent may request the immediate removal of the SRO based upon conduct/performance that is repeatedly unsatisfactory, improper, and/or unlawful. The Police Chief shall forthwith remove and/or reassign the officer, pending completion of a joint police department and school district investigation into such allegations.

LIABILITY:

Each party hereto shall be solely responsible and liable for the act(s) and omission(s) of its own officers, employees, agents, representatives and members. Each party shall and hereby does indemnify and hold harmless the other from any and all damages, liability, judgements, claims, expenses, fees, costs, actions, demands and payments of whatsoever kind of nature arising from and/or pertaining to the act(s) and/or omissions(s) of its own officers, employees, officials, agents, representatives and members. This indemnity and waiver shall apply solely with respect to the operation of the SRO Program.

AMENDMENTS:

This agreement may be amended only upon the mutual agreement executed by both parties.

EMERGENCY POWERS UNAFFECTED:

Notwithstanding any provision of this agreement to the contrary, the Police Chief shall retain the authority to temporarily suspend the City's participation in this program and reassign the officer assigned the program in the event that the Police Chief determines that such suspension and reassignment are necessary for the health, welfare, safety, and best interest of the Community, and/or such is required by the Common Council, City Ordinance, state law, and/or other exigent and/or compelling circumstances. Such suspension shall only be based upon demonstrable, legitimate interests of the City and community, and suspension from the SRO Program, under this provision, shall not be arbitrary or based upon unreasonable criteria. The District's share of the SRO's actual cost will be prorated accordingly. This section does not affect the renewal provisions of this agreement.

RENEWAL:

This agreement will automatically be renewed for each school year unless either party provides written notice to the other, indicating its decision not to renew this agreement, on or before July 1, immediately preceding the start of the school year affected.

RESOURCES:

- **National Association of School Resource Officers**
  - https://nasro.org/
    - https://nasro.org/?s=memorandum+of+understanding
- **Wisconsin Department of Public Instruction**
  - https://dpi.wi.gov/sspw/safe-schools/school-resource-officers
- **Department of Education and Department of Justice**
  - https://www2.ed.gov/documents/press-releases/secure-implementation.pdf
- **Iowa State Government**
  - https://www.educateiowa.gov/sites/files/ed/documents/FERPA%20for%20SROs%20Handout.pdf
- **Chippewa Falls Unified School District Board Policy**
  - https://www.boarddocs.com/wi/chipfalls/Board.nsf/Public?open&id=policies#

Dated this 7th day of Dec 2018

Chippewa Falls Area Unified School District

Superintendent of Schools

Dated this 7th day of Dec., 2018

Chippewa Falls Police Department

Police Chief