MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
and
COMMITTEE #2
LABOR NEGOTIATIONS, PERSONNEL, POLICY AND ADMINISTRATION
September 17, 2019

Committee #1 - Revenues, Disbursements, Water and Wastewater and Committee #2 – Labor Negotiations, Personnel, Policy and Administration met on Tuesday, September 17, 2019 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: CW King, Rob Kiefer, Chuck Hull, John Monarski, and Paul Nadreau
Mayor/Other Council Members present: Mayor Hoffman
Others present: Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Parks and Recreation Director Dick Hebert, Police Chief Matt Kelm, Police Lt. Brian Micolichek, Street Superintendent Rick Ruf, Water Supervisor Matt Boos, Middle School Head Principal Derrick Kunsman, Larry Wicks of Spectrum Insurance, and City Clerk Bridget Givens.

Call to Order: 9:00 am

1. **Open Session**

2. **Discuss possibility of adding a School Resource Officer position at the Chippewa Falls Middle School. Possible recommendations to the Council.**

   Chief Kelm indicated that discussions began last year regarding the desire to add a School Resource Officer (SRO) position at the Chippewa Falls Middle School. He further expanded on the need to add the position and why it should be considered. Handouts were provided delineating SRO assignments in various municipalities in comparison to the City, budgetary cost breakdown, and an SRO call breakdown by school and incident type.

   Principal Kunsman discussed changing staffing patterns at the Middle School and the ability to provide early intervention and prevention through the addition of an SRO. Discussion ensued relative to responsibilities of school administration and proposed funding for the SRO. It is being proposed that the Chippewa Falls School District would cover 75% of the cost for an SRO, with the City being responsible for the remaining 25%. The Committee also discussed the possibility of changing the funding for the High School SRO which is currently a 50/50 split. It is anticipated if approved, this position would not be added until the 2020-2021 school year.

   Motion by Kiefer/Hull to recommend Council send this item to Committee #1 to address during the budget process. **All present voting aye, motion carried.**

3. **Update on Safety Committee initiatives and city worker's compensation program. Possible recommendations to the Council.**

   Director of Public Works/City Engineer/Utilities Manager Rubenzer informed the Committees that the Safety Committee was created roughly six years ago in an effort to promote a safe working environment for employees. Larry Wicks of Spectrum Insurance provided a PowerPoint presentation highlighting the City's initiatives and the positive effect on worker's compensation.

   No action taken.

4. **Motion by Monarski/Hull to go into 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; and to include the Mayor, Committee/Council members, Bauer, Kelm, and Givens; may return to Open Session.**

      Roll Call Vote: Aye – Monarski, Hull, Nadreau, King, Kiefer. Motion carried.

      The Committee discussed item (a) above.

   Motion by Monarski/Hull to return to Open Session. **All present voting aye, motion carried.**

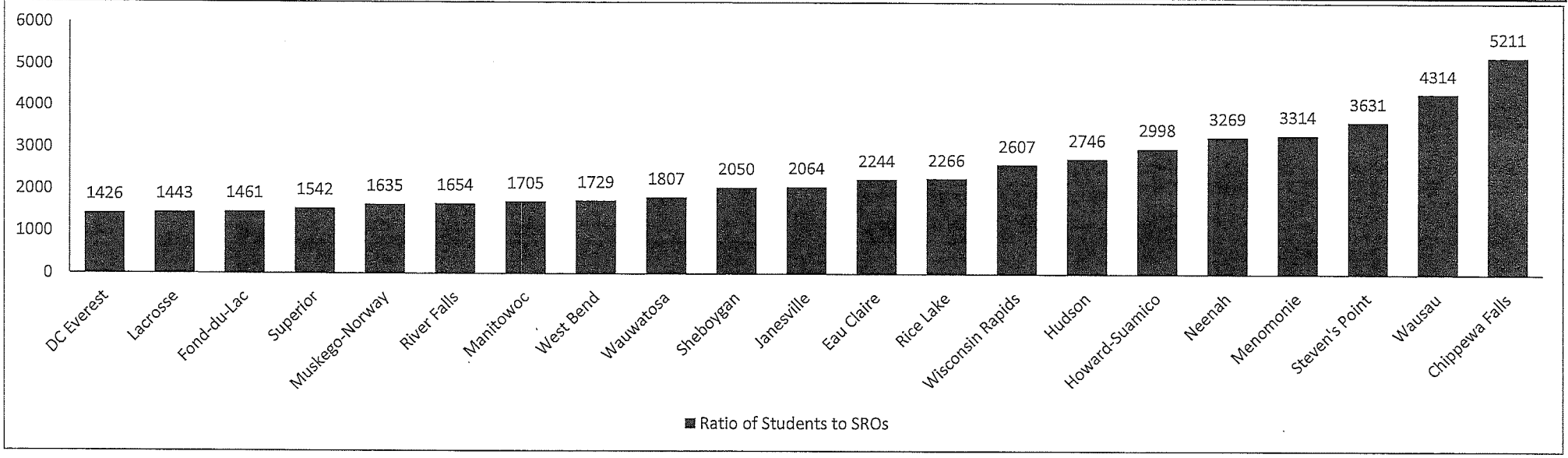
5. **Adjournment**
   Motion by King/Kiefer to adjourn at 10:07 am. **All present voting aye, motion carried.**

Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer

Large District Caucus and **Big Rivers Conference (BRC)** SRO Staffing

Department	# of SRO's	Student Enrollment	Student to SRO Ratio	Split (District / City)	SRO Assignment	Notes
DC Everest	4	5704	1426		1 at middle school; 1 at junior high school; 1 at high school; 1 at alternative school	The alternative school SRO supports the elementary school (as they are located in the same municipality, which is a different municipality than the other schools)
Lacrosse	5	7215	1443		1 at each of the 3 middle schools; 1 at each high of the 2 high schools	
Fond-du-Lac	5	7307	1461		1 at each of 3 middle schools; 2 at the high school	The 3 middle school SROs support the nine elementary schools.
Superior	3	4627	1542	75 / 25	1 at Middle School; 1 at High School; 1 shared between Elelmentry Schools	
Muskego-Norway	3	4905	1635		1 at each middle school; 1 at the high school	
River Falls	2	3307	1654	50 / 50	1 K-8; 1 at the high school	
Manitowoc	3	5115	1705		1 at of the 2 junior highs; 1 at the high school	The junior high SROs take calls from the elementary schools, if needed. The high school SRO supports the alternative school.
West Bend	4	6916	1729			
Wauwatosa	4	7227	1807		1 at each secondary school	
Sheboygan	5	10248	2050		1 at each middle school; 1 at each high school	Each high school also has a School Safety Officer. These individuals are retired law enforcement officers who are employed by the district and deputized by the sheriffs department.
Janesville	5	10321	2064		1 at each of the 3 middle schools; 1 at each high of the 2 high schools	
Eau Claire	5	11218	2244	50 / 50	1 at each of the 3 Middle Schools; 1 at each of the 2 High Schools	
Rice Lake	1	2266	2266	70 / 30	1 District-wide	

Wisconsin Rapids	2	5213	2607		1 at the middle school; 1 at the high school	
Hudson	2	5492	2746	75 / 25	1 at the middle school; 1 at the high school	The middle school SRO takes calls from the elementary schools, if needed.
Howard-Suamico	2	5996	2998		1 at the middle school; 1 at the high school	The middle school SRO takes calls from the elementary schools, if needed.
Neenah	2	6538	3269		1 at the middle school; 1 at the high school	The middle school SRO takes calls from the elementary schools, if needed.
Menomonie	1	3314	3314	60 / 40	HS primarily	Tried to add another SRO for 2019 at 80 / 20 but effort failed
Steven's Point	2	7262	3631		1 at PJ Jacob's Jr High; 1 shared between Ben Franklin Jr High and SPASH	
Wausau	2	8628	4314		1 for the West MS and HS and 1 for the East MS and HS	
Chippewa Falls	1	5211	5211	50 / 50	1 at High School	Also covers middle school as much as possible



New SRO Operational Budget Cost Breakdown

		Totals:	$ 1,241.50	$ 3,674.00	$ 13,551.00
Account	Description		Reoccurring Costs	Initial Cost (Officer)	Initial Cost (Position)
EDUCATIONAL INCENTIVE 10.52100.5191			$ -		
COMMUNITY POLICING CONTRACT 10.52100.5211			$ -		
PROFESSIONAL SERVICES 10.52100.5219			$ -		
DOMESTIC ABUSE SPECIALIST 10.52100.5220			$ -		
WATER AND SEWER 10.52100.5221			$ -		
ELECTRIC 10.52100.5222			$ -		
TELEPHONE 10.52100.5225	Cell Phone or Stipend		$ -		$ 300.00
TIME SERVICE 10.52100.5227	TIME Ststem Access		$ -	$ 4.00	
PAWN TRANSACTION SERVICE 10.52100.5228			$ -		
REPAIR & MAINTENANCE OF MOTO 10.52100.5241			$ -		
COMPUTER MAINTENANCE 10.52100.5242	Spillman		$ -		
	Lexipol		$ -		
	BEAST		$ -		
	Workforce Dirtector		$ 32.50		
	WatchGuard		$ -		
	Carfax		$ -		
	TIME system		$ 48.00		
RADIO SERVICE 10.52100.5292			$ -		
REFUSE COLLECTION 10.52100.5297			$ -		
BUILDING MAINT.-CONTRACT 10.52100.5299			$ -		
POSTAGE 10.52100.5311			$ -		

OFFICE SUPPLIES 10.52100.5319		Minimal Impact	
SUBSCRIPTIONS 10.52100.5322		$ -	
MEMBERSHIP DUES 10.52100.5324		$ -	
REGISTRATION FEES AND TUITIO 10.52100.5325	Average Per Officer Cost / SRO School	$ 260.00	$ 500.00
TRAVEL & PER DIEM 10.52100.5338	Average Per Officer Cost / SRO School	$ 185.00	$ 750.00
DARE SUPPLIES & ACTIVITIES 10.52100.5340		$ -	
COMMUNITY SUPPORT MATERIALS 10.52100.5341		$ -	
JANITORIAL SUPPLIES 10.52100.5344		$ -	
UNIFORMS-INITIAL ISSUE 10.52100.5345		$ 3,670.00	
UNIFORMS 10.52100.5346	Uniform Allowance	$ 450.00	
FIREARM SUPPLIES 10.52100.5347	Additional Qualifcation Ammo and Tagets Additional Taser	$ 250.00	$ 1,250.00
EDUCATIONAL SUPPLIES 10.52100.5348		$ -	
OPERATING SUPPLIES 10.52100.5349		Minimal Impact	
GAS, DIESEL, MOTOR OIL AND G 10.52100.5351		$ -	
MOTOR VEHICLE PARTS & MAINT 10.52100.5352		$ -	
BUILDING MAINTENANCE SUPPLIE 10.52100.5365		$ -	
INVESTIGATION 10.52100.5391	SRO Position Equipment	$ -	$ 3,551.00
PARKING ENFORCEMENT 10.52100.5392		$ -	
SUPPLIES 10.52100.5399			
POLICE VEHICLES 10.52100.5811		$ -	

COMPUTERS & EQUIPMENT 10.52100.5850	Watchguard Bodycam	$ -	$ 1,200.00
VEHICLES 10.52100.5851	SRO Squad (old patrol squad)	$ -	$ 6,000.00
COST SAVINGS BONUS 10.52100.5860		$ -	
JNT DISPATCH CONVERSION EXP 10.52100.5861		$ -	
CARRYOVER EXPENSES 10.52100.5885		$ -	
EMPLOYEE PHYSICAL EXAMS 10.52100.5900	Hearing Exam EAP	$ 16.00	

School Resource Officer Call breakdown by school

- 2016-2017
  - High School – 204 calls
  - Middle School – 48 calls (11%)
- 2017-2018
  - High School – 184 calls
  - Middle School – 54 calls (29%)
- 2018-2019 (to date)
  - High School – 85 calls
  - Middle School – 33 calls (39%)

School Resource Officer Call breakdown by incident type

Incident	2016-2017	2017-2018	2018-2019 (to date)
Accident - Injury	2	2	2
Accident-No Injury	21	23	9
Assault/Battery	6	7	3
Bomb Threat	0	2	2
Child Abuse/Neglect	2	0	0
Miscellaneous Complaint	14	2	1
Criminal Damage	10	2	3
Crisis Intervention	32	16	5
Disorderly Conduct	47	54	28
Drug Abuse	27	17	9
Emergency Detention	3	5	3
Harassment - Stalking - Threats	47	4	8
Juvenile Complaint	56	55	24
Juvenile Runaway	1	2	0
Juvenile Underage Drinking	3	4	1
Littering or Garbage Complaint	1	1	0
Sexual Offense	7	2	8
Suspicious Circumstances	18	27	20
Theft	29	19	4
Tobacco Violation	23	14	24
Trespass	2	2	2
Warrant Arrest	7	3	6
Weapons	4	2	1

School Resource officer program has been in place in Chippewa Falls since the early 2000

- Dave Johnson
- Brian Micolichek
- David BeBeau
- Lee Hakes
- Mark Johnson
- Joseph Nelson

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