

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING**

Between the City of La Crosse Police Department and the School District of La Crosse

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the City of La Crosse Police Department (hereinafter "Police Department") and the School District of La Crosse (hereinafter "School District").

SECTION 1. PURPOSE OF MOU

The MOU formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community. This MOU delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between the School District and the Police Department.

SECTION 2. TERM

The term of this MOU shall begin on July 1, 2017 and end on June 30, 2021, unless terminated earlier as provided herein. The parties may renew this MOU only by separate written agreement or addendum hereto, which must be executed by both parties.

SECTION 3. MISSION, GOALS, AND OBJECTIVES

The mission of the SRO Program is to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning Law Enforcement Officers employed by the Police Department (hereinafter "SROs") to School District facilities on a permanent basis during the school year.

The goals of the SRO Program include:

1. Maintaining a safe and secure environment on school grounds.
2. Establishing positive relationships between the SRO and the student population.
3. Building rapport between the SRO and parents, faculty, staff, and administrators.
4. Reducing offenses committed by juveniles and young adults.

Moreover, the SRO will establish a trusting channel of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

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SECTION 4. ORGANIZATIONAL STRUCTURE

A. Composition. The Police Department shall assign six (6) full time law enforcement officers to serve as SROs. There will be one SRO assigned to the elementary schools to teach DARE and a SRO assigned to each of the following schools: Logan Middle School, Lincoln Middle School, Longfellow Middle School, Logan High School, and Central High School. The Police Department shall retain the exclusive right to exercise the customary functions of management. Each SRO will be certified by the State of Wisconsin and meet all requirements as set forth by the Wisconsin Department of Public Safety Standards and Training. The Police Department reserves the right to remove any SRO at any time if Police Department staffing levels fall below acceptable norms.

B. Supervision. The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Police Department. Responsibility for the conduct of the SRO, both personally and professionally, shall remain solely with the Police Department. The SRO is employed and retained by the Police Department, and in no event will be considered an employee of the School District.

The Police Department and the School District shall each name a contact person who will monitor the program. Building administrators will serve as contacts for their respective school.

SECTION 5. PROCEDURES

A. Selection. The SRO position will be filled per Police Department directives and selection process. The Police Department will make the final selection of any SRO vacancy in consultation with the School District. At its discretion, the Police Department may include district or school personnel in the interview or selection process when a vacancy occurs.

B. SRO Program Structure. The SRO is first and foremost a law enforcement officer for the providing law enforcement agency. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the law enforcement agency. All acts of commission or omission shall conform to the guidelines of the providing law enforcement agency directives.

School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of School District personnel. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment. Additionally, the SRO is not a school administrator, either formally or informally. School District personnel will maintain responsibilities related to administrative building coverage, corrective student discipline, and the implementation and execution of school safety policies and plans.

The SRO is not a formal counselor or educator, and will not act as such. However, the SRO may be used as a resource to assist students, faculty, staff, and all persons involved with the school. The SRO can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SRO may use these opportunities to build rapport with the students and the staff.

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The Police Department recognizes that the School District shall maintain full, final, and plenary authority over curriculum and instruction in the School District, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher and other School District personnel, not the Police Department or its employees, and the Police Department and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

C. Disclosure of Records

1. The SROs are hereby individually designated by the School Board and assigned to the School District, such that they have legitimate educational interests, including safety interests, in access to pupil records in accordance with Wis. Stat. §118.125(2)(d).

2. The parties agree that, in the event that the School District makes any disclosure of pupil records pursuant to this MOU, such a disclosure will be treated in accordance with Wis. Stats. §§ 118.125 and 938.396, as well as Family Educational Rights and Privacy Act (FERPA) and applicable regulations, including, but not limited to, the following criteria:
 - a. The disclosure of records is made pursuant to this MOU.

 - b. The disclosure of records is (1) in connection with an emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual; (2) necessary to effectively serve the pupil in the juvenile justice system, including to provide services to the pupil before adjudication; and/or (3) relate to an ongoing investigation or pending delinquency petition.

 - c. All records received will not be disclosed (re-disclosed) to any other person, except as authorized by law.

3. This MOU shall not apply to, nor interfere with, the District's disclosure of directory data/information to the Law Enforcement Agency in accordance with state and federal pupil records laws.

SECTION 6. DUTIES AND RESPONSIBILITIES

A. SRO. The responsibilities of the SRO will include but are not be limited to:

1. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Police Department. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on-campus or off-campus, during school hours.

2. Complete reports and investigate crimes committed on campus.

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3. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the School District . The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.

4. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the administration before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.

5. Wear the Police Department issued uniform with all normal accessories and equipment, including a Taser, OC and firearm. The Police Department SRO Supervisor may allow an exception to this rule at his/her discretion based on investigatory or policing needs.

6. Be highly visible throughout the campus, yet be unpredictable in their movements. For officer safety reasons, the SRO shall not establish any set routine, which allows predictability in their movements and their locations.

7. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.

8. Comply with all laws, regulations, and school board policies applicable to employees of the School District, including but not limited to laws, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided the SRO shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The access to and use of confidential school records by the SRO shall be done only with the principal's approval and as allowed under the Family Educational Rights and Privacy Act and Wis. Stat. §118.125. Any existing rights or benefits of personnel assigned under this MOU shall not be abridged, and remain in full effect.

9. Provide information concerning questions about law enforcement topics to students and staff.

10. Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug/alcohol abuse prevention education, and provide these presentations at the request of the school personnel in accordance with the established curriculum.

11. Prepare lesson plans necessary for approved classroom instruction.

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12. Provide supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the SRO's agency supervisor and a school administrator.

13. Attend special school events (dances, athletic competitions, etc.) in an official capacity if assigned or approved by the SRO Supervisor. Requests for extra-curricular SRO support must be made in a timely manner by the building principal to the SRO Supervisor.

14. Attend law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize his/her absence from school on an instructional day.

15. Attend meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.

16. Be familiar with community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make referrals when appropriate.

17. Report schedule changes or conflicts to the school administrator.

B. SRO SUPERVISOR. The responsibilities of the SRO supervisor will include but are not be limited to:

1. Coordinate work assignments of the SROs.

2. Ensure SRO compliance with Police Department directives.

3. Coordinate scheduling and work hours of the SROs.

4. Work with the schools and the district to make any needed adjustments to the SRO program throughout the school year.

5. Complete the SROs' annual performance evaluations. The SRO supervisor will request feedback from the district's and school's designated contact persons during the evaluation process.

6. Complete and submit summary activity reports for the SRO Program to the District.

C. SCHOOLS. The responsibilities of the School District will include but are not limited to:

1. Provide the SRO with a private, appropriately furnished and climate controlled office space that can be secured and is reasonably acceptable to the Police Department. This shall include but is not limited to a desk with drawers, chair, filing cabinet for files and records which can be properly locked and secured, a telephone and computer.

2. Provide the SRO with a reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals and objectives. Administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.

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3. Notify the SRO as soon as reasonably possible when school personnel discover weapons, drugs, alcohol, or the illegal contraband on school property. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the School District, the contraband shall be confiscated by the SRO according to Police Department policy and properly disposed of.

4. Timely notify the SRO with the names of specific individuals who are not allowed on school property, and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student.

5. Work cooperatively with the Police Department to make any needed adjustments to the SRO program throughout the year.

6. Provide the Police Department with updated copies of all laws, rules, regulations, and school board policies applicable to School staff, including but not limited to laws, rules, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.

7. Authorize the SRO entry access to all buildings within the School District when acting in the capacity of his/her position and duty.

SECTION 7. ENFORCEMENT

Although the SRO has been placed in a formal educational environment, he/she are not relieved of the official duties as an enforcement officer. The SRO shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Wisconsin state law and department policy. The SRO and the Police Department will have the final decision on whether criminal charges shall be filed. The Police Department will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

SECTION 8. OTHER MOUs and MOAs

This MOU also recognizes the applicability of the terms and conditions of the following pre-existing MOUs, MOAs, and policies between the Police Department and School District:

1. SROs and the Police Department will have access to the district's security camera system per the Camera Use MOA ~ signed 9/20/2012 and School District Administrative Policy 3710.3.
2. SROs will support the implementation of the Coulee Region System of Care Justice Collaborative per the System of Care MOU ~ signed 8/9/2016.

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SECTION 9. DISPUTE RESOLUTION

The Police Department and School District agree that, in the event of a dispute, each organization will communicate in a good faith effort to resolve the dispute. Concerns must be directed to the appropriate personnel within each organization beginning with the SRO Supervisor for the La Crosse Police Department and the Administrative SRO Program Supervisor for the School District .

SECTION 10. COSTS

The Police Department will invoice the School District annually for the following school year (SY) program costs:

SY 2017-2018	\$200,000
SY 2018-2019	\$225,000
SY 2019-2020	\$250,000
SY 2020-2021	\$250,000

SECTION 11. TERMINATION

This MOU may be terminated by either party, with or without cause, upon seven (7) calendar days' written notice to the other party.

SECTION 12. HOLD HARMLESS

Each party shall be solely responsible and liable for the act(s) and omission(s) of its own entity, officers, employees, officials, agents, representatives and members. Each party shall and hereby does hold harmless, defend, and indemnify each other including its officers, agents, and employees against all claims, demands, actions and suits (including all attorneys' fees and cost) arising from the indemnitors performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

The School District and the Police Department mutually covenant and agree that neither party will insure the actions of the other, and each party will assume its own responsibility in connection with any claims made by a third party against the Police Department and/or the School District subject to the provisions of paragraph 1.

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SECTION 13. NOTICE

Any notice, consent or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail or by email. If hand-delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:


If to the School District of La Crosse:

Superintendent Randy Nelson
807 East Avenue South
La Crosse, WI 54601
ranelson@lacrossesd.org

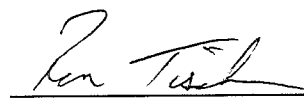
If to the La Crosse Police Department:

Chief Ron Tischer
400 La Crosse Street
La Crosse, WI 54601
tischerr@cityoflacrosse.org

This has been agreed to in cooperation with the Police Department and the School District . As agreed to and in partnership with:



Superintendent Randy Nelson 2/6/18 Date



Chief Ron Tischer 02/06/2018 Date

Attachments:

1. Camera Use MOA
2. System of Care MOU
3. Current School Resource Officer (SRO) Position Description
4. Current SRO Assignments