

2024-2027

SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING
between the City of Baraboo Police Department and the School District of Baraboo

This Memorandum of Understanding (“MOU”) is made and entered into on this 22nd day of January 2024, by and between the City of Baraboo Police Department (“Police Department”) and the School District of Baraboo (“District”). This MOU replaces any existing MOU, or Addendum to a MOU, between the Police Department and the District as it relates to Article I. “Purpose” of this MOU.

- I. **PURPOSE:** 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, with the goal of reducing crime committed by juveniles and young adults. This MOU delineates the mission, organizational structure, and procedures of the School Resource Officer Program (“SRO Program”) as a joint cooperative effort between the District and the Police Department. The success of this program relies upon the effective communication between all involved employees, the principal of each individual District school, and other key staff members of each organization.

- II. **TERM:** This MOU shall begin on January 1, 2024 and end on December 31, 2027, unless terminated earlier as provided for herein. The parties may renew this MOU only by separate written agreement or addendum hereto, which must be executed by both parties.

- III. **MISSION, GOALS AND OBJECTIVES:** The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning a Law Enforcement Officer employed by the Police Department (“SRO”) to the District facilities on a permanent basis. The goals and objectives of the SRO Program are designed to develop and enhance rapport between youth, police officers, school administrators and parents. Goals of the SRO Program include:
 - Reduce incidents of school violence.
 - Maintaining a safe and secure environment on school grounds.
 - Assist the District with the required safety evaluation and reporting as required under WI 2017 Act 143.
 - Reduction of juvenile delinquency.
 - Establish a rapport between the SRO and the student population.
 - Establish rapport between the SRO and parents, faculty, staff, and administrators.
 - Serve as a positive role model to instill in students good judgment and discretion, respect for other students, and a sincere concern for the school community.
 - 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.

IV. ORGANIZATIONAL STRUCTURE:

- A. **SROs.** The Police Department shall retain the exclusive right to exercise the customary functions of management of the SRO Program. To this end, the Police Department shall assign two (2) full time law enforcement officers to serve as SROs. The 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 the SRO at any time if Police Department staffing levels fall below acceptable norms, during emergencies, when assistance is requested by other officers, or as needed in the discretion of the Police Department, provided the Police Department notifies the District as soon as reasonably practicable. In the event of such an emergency and temporary SRO removal, the SRO shall return to assignment in the School District as soon as reasonably practicable.

The Police Department's Chief of Police shall assign the SRO from one of the members of the Police Department. When an SRO is initially assigned to the District, the Police Department's Chief of Police and the District's Administrator, or their respective designees, shall jointly be involved in the interview process related to the SRO's assignment to the District. The Police Department will not assign an SRO to the District if the District does not approve of that SRO's assignment to the District. However, the final decision as to who is awarded the assignment shall rest with the Chief of Police. The District shall have the right to request that the Police Department remove an SRO from assignment within the District for valid reasons, temporarily or permanently. The Police Department shall accommodate any such request and assign a new SRO to the District as soon as reasonably practical. In addition, after any SRO has been assigned to the District for 4 consecutive years, the Parties agree to commence a new interview process for the assignment. The current SRO is eligible to apply for the position again during that new interview process.

- B. **Operation of SRO Program.** 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 SROs, both personally and professionally, shall remain solely with the Police Department. The SROs are employed and retained by the Police Department, and in no event will be considered an employee of the District. The District shall not be considered a co- or joint employer of the SRO.
- C. **Contact Person.** The Police Department and the District shall each name a contact person who will monitor the program. Each principal will designate a contact person for the school to facilitate communication.

- V. **PROCEDURES:** 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 primarily the responsibility of District teachers and administrators, although the SROs shall

assist in student disciplinary matters as requested by school officials. 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 student disputes that does not involve a risk of physical injury or a weapon) do not warrant formal law enforcement intervention, but rather shall be considered student discipline matters. 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 between the students and the staff. The Police Department recognizes, however, that the District shall maintain full, final, and plenary authority over curriculum and instruction in the District, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not of the Police Department or SRO, and the Police Department and SROs shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

VI. DUTIES AND RESPONSIBILITIES:

A. **SRO Responsibilities.** The responsibilities of the SRO include, but are not limited to:

- Enforce the law and protect students, staff, and the public-at-large against unlawful activity.
- 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.
- Complete reports and investigate unlawful activities committed on/ off campus.
- Coordinate, whenever practical, investigative procedures between law enforcement and school administrators.
- Abide by all applicable legal requirements and District policies concerning interviews and 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 District. The SRO will not be involved in searches conducted by District personnel unless an unlawful act is involved or unless District personnel request 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 and District policies.
- Take appropriate enforcement action on unlawful activity as necessary.
- Wear the Police Department issued uniform with all normal accessories and equipment, including a taser, OC and firearm, and utilize a marked patrol vehicle.

- Confer with the District administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
- Comply with all laws, regulations, and school board policies applicable to employees of the 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 or in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be only as allowed by law.
- Provide information and respond to questions about law enforcement to students and staff.
- 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.
- Attend school special events as needed as determined by the Police Department.
- Upon request and approval of the District and Police Department, attend school special events as requested by the District but not determined to be necessary by the Police Department (e.g., homecoming, football games, PTO meetings, etc.).
- 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.
- Be familiar with all community agencies offering assistance to youth and their families such as mental health clinics, drug, treatment centers, etc., and may make referrals when appropriate.
- Report schedule conflicts to the District.
- Ability to be reassigned to other duties as needed due to school closure or shut down for any reason.
- Work with District staff to ensure all points of WI 2017 Act 143 are complied with in the schools they are assigned and throughout the District.

B. SRO Supervisor Responsibilities. The responsibilities of the SRO Supervisor include, but are not limited to:

- Coordinate the SROs work assignments.
- Ensure SRO compliance with Police Department directives.
- Coordinate scheduling and work hours of the SRO's (vacation requests, sick leave, etc.).
- Work with the District to make any needed adjustments to the SRO program throughout the school year.

- Complete the SRO's annual performance evaluation. The SRO supervisor will request feedback from the District's designated contact person during the evaluation process.
- Make schedule and staffing adjustments due to school closure including virtual learning.

C. District Responsibilities. The responsibilities of the District include but are not limited to:

- Provide the SROs with a private, appropriately furnished and climate-controlled office space at the High School and Middle School 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.
- Provide a reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals and objectives.
- Shall seek input from the SRO regarding criminal justice problems relating to students and security issues.
- When school personnel discover weapons, drugs, alcohol, or the illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the District, the contraband shall be confiscated by the SRO according to Police Department policy.
- School personnel shall 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.
- Work cooperatively with the Police Department to make any needed adjustments to the SRO program throughout the year.
- Provide the Police Department with updated copies of all laws, rules, regulations, and school board policies applicable to employees of the School, 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.
- Ensure all school policies are up-to-date and compliant with state and local laws.

VII. **ENFORCEMENT**: Although the SRO has been placed in a formal educational environment, the SRO is 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, recognizing the difference between student discipline matters and matters of safety and security warranting formal law enforcement intervention. 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.

VIII. **REIMBURSEMENT**: The District will reimburse the Police Department for 50% of the following costs associated with the SROs performing service in the District as described in this MOU. Effective January 1, 2024, if the City of Baraboo or the Police Department receives any grant or third-party funding specifically for the funding of allowable expenses outlined in this MOU, the amount of grant or third-party funding will be used to reduce the allowable reimbursable costs set forth in this MOU. The following allowable costs include:

- Wages paid by the Police Department for hours actually worked (excluding any overtime hours).
- Wages paid by the Police Department for hours for which the SROs qualify for paid leave, paid vacation, and paid holidays.
- Wages paid by the Police Department for hours that qualify for longevity pay.
- Contributions to the retirement plan of the SROs paid by the Police Department that derive from wages paid by the Police Department.
- Health insurance premiums paid by the Police Department for the Police Department's share of single or family benefits selected by the SROs.
- Life insurance premiums paid by the Police Department for coverage of the SROs.
- Police Department Income Continuation Insurance (ICI) expenses attributable to the employment of the SROs.
- Payroll taxes paid by the Police Department attributable to the wages paid to the SROs by the Police Department.

The Police Department will provide the District with documentation substantiating the costs subject to cost-sharing established by this MOU (including actual detailed payroll records), and the District will pay its share of the costs to the Police Department on a timely basis following the receipt and verification of this documentation.

IX. **INTERAGENCY AGREEMENT/EXCHANGE OF INFORMATION**: The Police Department and the 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 with the Police Department 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 Police Department to routinely disclose information to the District as permitted by Wis. Stat. § 938.396(1), and the Police Department shall disclose such information routinely and by request of the District.

For purposes of SRO access to education and pupil records, the District designates the SRO as a school official 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 SRO

with access to education and pupil records information maintained by the District only as needed by the SRO to perform his/her duties as SRO. Such information may include student behavior intervention plans and student safety plans. The SRO may 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 SRO may only re-disclose education or pupil records information, including to the Police Department, consistent with FERPA and Wisconsin pupil records law.

Records created and maintained by the SRO 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 SRO. This shall include any audio or video recording used by the SROs when conducting interviews of minors or other individuals. Should the District provide the means of providing such audio or video recording to the SROs, those recordings shall still constitute records created and maintained by the SROs pursuant to this section.

- X. **HOLD HARMLESS:** To the extent permitted by law, the District and the Police Department agree to indemnify, defend and hold harmless each other including its officers, agents, and employees against all claims, demands, actions and suits (including all attorney fees and cost) arising from the indemnitors performance of this MOU where the loss or claim is attributable to the negligent acts or omissions of that party. The 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 District subject to the provisions herein
- XI. **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 Parties are entitled to raise, nor shall purchase of insurance by the Parties constitute a waiver of any such defenses and immunities.
- XII. **NOTICE:** Any notice, consent or other communication in connection with this Agreement 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:

School District of Baraboo:

Dr. Rainey Briggs, Superintendent
Superintendent
423 Linn Street
Baraboo, WI 53913

City of Baraboo Police Department:

Police Chief Rob Sinden
City of Baraboo
101 South Boulevard
Baraboo, WI 53913

With a copies to:

City Administrator
City of Baraboo
101 South Boulevard
Baraboo, WI 53913

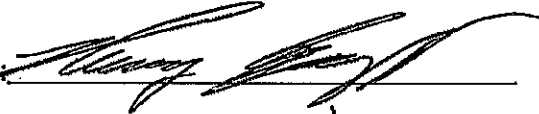
City Attorney
City of Baraboo
101 South Boulevard
Baraboo, WI 53913

XIII. **AMENDMENTS:** Subject to applicable law and subject to the other provisions of this MOU, this MOU may be amended by the parties hereto, based on approval of the parties governing bodies, at any time by execution of an instrument in writing signed on behalf of each of party.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the day and year first above written.

SCHOOL DISTRICT OF BARABOO

CITY OF BARABOO POLICE
DEPARTMENT

By: 

By: 

Its: Superintendent

Its: ROBERT SINDEN - POLICE CHIEF

Dated: 1/23/24

Dated: 01-24-2024

BOE Approved 1/22/2024

City Approved 1/___/2024