

2015-2016

MIDDLE SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT entered into this ____ day of _____ 2016, is made by and between The City of Milton, Rock County, Wisconsin, a municipal corporation, hereinafter referred to as “City”, and the School District of Milton hereinafter referred to as “School District”, and the position of Middle School Resource Officer, hereinafter referred to as “SRO”.

WHEREAS, in 2010 the City and the School District entered into a pilot Middle School SRO program, recognized the value of having a police officer assigned to Milton Middle School, located in the City of Milton for the safety of juvenile and adult who attend the school and visit it; and

WHEREAS, pursuant to agreement between the City and the School District effective Oct. 1, 2015, both the City and the School District have agreed to re-institute the pilot program of a Middle School Resource Officer; and

WHEREAS, the City and the School District find that it is appropriate to enter into a new Middle School SRO Agreement to reflect the fact that the program is a cost-shared program and to memorialize the commitment of the School District to reimburse the City \$5,000 for program costs associated with this specialized assignment.

NOW, THEREFORE, the City and the School District agree as follows:

I. APPOINTMENT OF MIDDLE SCHOOL SRO:

1. **Hiring of Middle School SRO.** The Chief of Police of the City is hereby authorized to appoint the Middle School SRO. The Middle School SRO is an employee of the City of Milton Police Department, and pursuant to WI State Statute 62.13, his or her hire, promotion, discipline, or termination, and remains the exclusive responsibility of the Chief of Police, subject to the governance of the City’s Police Commission and chapter 62.13 of the WI State Statutes.

2. **Applications and Assignment.** The City shall be responsible for the initial receipt of applications and interviews of candidates interested in the Middle School SRO assignment. The assignment of the Middle School SRO shall be made in consultation with the Milton Middle School’s administration, specifically the Principal and/or their designee.

3. **Background Checks.** The City shall be responsible for conducting local background checks and State of Wisconsin Department of Justice background checks on the Middle School SRO prior to his/her assignment.

II. TRAINING, DISCIPLINE AND EQUIPMENT.

1. **Training.** Training of the Middle School SRO shall be shall be coordinated through the City of Milton Police Department under the authority of the Chief of Police. If there are specific trainings that the School District would like the SRO to attend, said training and its expense may be mutually agreed upon.

2. **Performance and Discipline.** The City of Milton Police Department shall address any performance concerns in conjunction with the School District. If the District has concerns over the SRO's performance, they shall be reported directly to the Chief of Police.

3. **School District Acceptable Use Policy:** The SRO does hereby agree to follow (and must acknowledge through electronic signature, that s/he will abide by District policy when using all District issued electronic devices, and District provided information (including confidential records).

4. **Uniforms and Equipment.** All equipment and uniforms shall be the responsibility of the City of Milton and be in accordance with Department rules and regulations for police officers.

a. **SRO Duties.** The individual appointed as the Middle School SRO shall be actively scheduled and assigned to Milton Middle School for no less than 4, but no more than 6 hours during a normal school week. Duties shall include proactively communicating with students and staff, as well as responding to incidents and requests for service as requested. The City and the School District mutually agree that if for some reason illness, crisis, or other schedule conflict arises, that the two parties shall meet to discuss proper payment for the program's services rendered for hours not allocated the Middle School SRO assignment.

b. **SRO Schedule.** The schedule of the SRO rests with the Chief of Police and/or his or her designee. The schedule for assignment shall be made with input from the Middle School's administration.

III. SRO COMPENSATION, BENEFITS AND PERSONNEL SUPERVISION.

1. **Payroll.** The City shall be responsible for all payroll-associated functions, including providing compensation to the SRO in accordance with City policies

2. **Worker's Compensation.** The City shall be responsible for providing any other benefits to the assigned SRO, and are entitled under any applicable state or federal law, including but not limited to worker's compensation and unemployment compensation.

3. **Personnel records.** The City shall be responsible for maintaining the SRO's employee personnel file records.

4. **Absences.** If the SRO will be absent from their assignment to the Middle School, s/he shall notify the Milton Middle School office as soon as practical.

IV. COST OF PROGRAM.

The School District shall pay the City \$5,000 annually for the cost of the Middle School SRO program. The City shall invoice the School District by forwarding the same to the office of the School District Superintendent. The School District shall reimburse the City for the amount on an invoice within 15 days of receipt of the documentation. The District shall be issued invoices for program cost sharing in two separate invoices of \$2,500.00 each, one issued prior to March 1st of each year, and one within 5 days of the end of the school year, so that the District can make its final payment prior to the City prior to June 30th.

V. LIABILITY; INSURANCE.

1. Each party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.

2. The School District shall carry at its own expense throughout the term of this Agreement commercial general liability insurance coverage, with limits of at least \$2,000,000 per occurrence, and shall deliver evidence of this coverage to the City prior to the Commencement Date, and annually thereafter during the term of this Agreement. The City shall carry at its own expense throughout the term of this Agreement commercial general liability insurance coverage, with limits of at least \$2,000,000 per occurrence, and shall deliver evidence of such coverage to the School District prior to the Commencement Date, and annually thereafter during the term of this Agreement.

VI. PRIOR AGREEMENT TERMINATION.

Any other Agreement regarding the Middle School SRO, but not limited to, the pilot program of 2010, is hereby terminated and superseded by the terms of this Agreement.

VII. TERM.

This Agreement shall remain in full force and effect up and until such time as either party exercises its option to terminate this Agreement.

VIII. OPTION TO TERMINATE.

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party of their intent to do so. Provided, however, that the Chief of Police of the City shall have the authority to immediately suspend the provisions of this Agreement shall it be deemed necessary in the interest of public safety.

IX. AMENDMENTS.

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

X. NOTICE.

Any notice required by this Agreement shall be sent to the respective parties at the addresses set forth below. The place of notice may be changed by mailing to the parties at the following address:

NOTICE TO CITY:

City Administrator
710 S. Janesville Street
Milton, WI 53563

NOTICE TO THE SCHOOL DISTRICT: School District of Milton
448 East High Street
Milton, WI 53563

THE SCHOOL DISTRICT OF MILTON
By:

Authorized Representative

APPROVED BY THE COMMON COUNCIL OF THE CITY OF MILTON this ____ day of _____, 2016.

By: _____
Anissa Welch
Mayor

Attest:

Elena Hilby
Clerk