



OREGON SCHOOL DISTRICT

OREGON SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING

“...helping students acquire the
skills, knowledge, and attitudes
to achieve their individual potential...”

From Oregon School District Mission Statement

DATE: MONDAY, AUGUST 26, 2019
TIME: 6:30 PM
PLACE: OSD Innovation Center, OHS, 456 North Perry Parkway

Order of Business

Call to Order

Roll Call

Proof of Notice of Meeting and Approval of Agenda

AGENDA

A. COMMUNICATION FROM PUBLIC

	1.	Public: Board Policy 180.04 has established an opportunity for the public to address the Board. In the event community members wish to address the Board, 15 minutes will be provided; otherwise the agenda will proceed as posted.
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B. DISCUSSION/ACTION ITEM

	1.	School Resource Officer Agreement 2019-20
	2.	Ratification of 2019-20 OEA Collective Bargaining Agreement

C. ADJOURNMENT

Go to: [www.OregonSD.org/board meetings/agendas](http://www.OregonSD.org/board%20meetings/agendas) for the most updated version agenda.

School Resource Officer Agreement

Oregon School District & Village of Oregon Police Department

This AGREEMENT ("SRO Agreement") is made this the 20th day of August, 2018, by and between the OREGON SCHOOL DISTRICT ("District") and the VILLAGE OF OREGON POLICE DEPARTMENT ("Department") as follows:

RECITALS

WHEREAS the District agrees to contract from the Department and the Department agrees to provide for and manage a School Resource Officer Program ("SRO Program") in the District consisting of one (1) full time School Resource Officer ("SRO") and the District agrees to reimburse the Department for its expenses in providing the said SRO Program; and

WHEREAS the District and the Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the District;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Parties hereto agree as follows:

I. GOALS AND OBJECTIVES

It is understood and agreed that the District and Department share the following goals and objectives with regard to the SRO Program:

1. To build relationships between the District, its student and the Department, and foster educational programs and activities that will increase the students' health, safety and well-being, and increase students' knowledge of and respect for the law and the function of law enforcement agencies;
2. To act swiftly and cooperatively when responding to major disruptions, criminal and municipal offenses at school, such as disorderly conduct, the possession and use of weapons on campus, the illegal use, sale and/or distribution of controlled substances, and disruptions and disturbances;
3. To report crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school; and
4. To cooperate with law enforcement officials in their investigations of criminal and municipal offenses which occur off campus that impact the District's mission or its operations.

II. TERM OF SRO AGREEMENT

The term of this agreement is one year commencing on July 1, 2018 and continuing through June 30, 2019, unless earlier terminated as provided in Section XIV.

III. CONSIDERATION

For and in consideration of the Department providing the SRO Program as described herein, the District agrees to pay the Department as described in Section IV.

IV. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER

A. Employment Status. The Department agrees to employ one (1) SRO during the term of this SRO Agreement. The SRO shall be an employee of the Department and shall be subject to the administration, supervision and control of the Department, except as such administration, supervision and control is subject to the terms and conditions of this SRO Agreement. At no time shall the SRO be an employee of the District.

B. Compensation. The District agrees to provide and pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the Department for the time spent performing the SRO duties, including but not necessarily limited to: benefits, worker's compensation, and unemployment compensation for a total 700 hours annually. The SRO shall be subject to all other personnel policies and practices of the Department except as such policies or practices may have to be modified to comply with the terms and conditions of this SRO Agreement.

C. Supervision. The individual assigned to be the SRO for the District shall be by mutual agreement of the Department and the District. The District shall participate in the selection process. The Department, in its sole discretion, shall have the power and authority to supervise and discipline the SRO. In the performance of his/her duties, the SRO shall coordinate and communicate with the Building Principals.

D. Chain of Command. As an employee of the Department, the SRO shall follow the chain of command as set forth in Department Policies and Procedures.

E. Assignment. In the event the SRO must be absent from work, the SRO shall notify both his supervisor in the Department and the Building Principals. The Department agrees to assign another officer to substitute for the absent SRO if requested by the District.

F. Training. The SRO is required by the Department to attend training as set forth by the agreement with the Suburban Training Consortium. Training Sessions will be conducted to provide the SRO with appropriate in-service training such as updates in the law, firearm training, and other tactical training. Upon request, the SRO shall be required to successfully participate in Non-violent Crisis Intervention to be provided for and paid by the District paid for and sponsored by the school district. The District also may provide other trainings in Board of Education policies, regulations and procedures.

G. Dress Code. The SRO shall be provided by the Department and shall be allowed to wear the department issued uniform; the SRO may wear formal business attire or business casual dress with appropriate logos and name badges at the request and discretion of the District and/or Department. The SRO shall wear his/her Department authorized duty weapons and on-officer camera system in accordance with Department policy.

H. Supplies and Equipment.

1. *Patrol Vehicle.* The Department shall provide a patrol vehicle for the SRO. In addition, the Department agrees to maintain the vehicle assigned to the SRO; pay for gasoline, oil, replacement tires and other expenses associated with the operation of the vehicle; and purchase and maintain comprehensive general auto liability insurance in an amount not less than the coverage recommended by the insurance carrier for the Village.

2. *Weapons and ammunition.* The Department agrees to provide the standard issue pistol and rounds of ammunition for the SRO.

3. *Office Space and Supplies.* The Board shall provide the SRO with access to an air-conditioned and properly lit private office which shall contain a telephone which may be used for general business purposes; a location for files and records which can be properly locked and secured; a desk with drawers, a chair, work table, filing cabinet, and office supplies; access to a computer; and other supplies and forms required in the performance of the SRO's duties. The District shall have access to the office.

V. DUTY HOURS

A. The maximum number of hours that a SRO officer shall be on duty in a work week shall be 40 hours per the union contract. Specific SRO duty hours shall be set by mutual agreement between the District and the Department.

B. It is understood and agreed that time spent by the SRO attending court and/or criminal cases arising from and/or out their assignment as an SRO shall be considered as hours worked under this SRO Agreement.

C. It is understood between the Parties that the SRO may be called to respond to an emergency or provide assistance to the Department during normal school duty hours, which shall not serve to reduce the compensation paid by the District under this SRO Agreement. The SRO may make up the hours in a manner determined by mutual agreement of the Parties.

VI. BASIC QUALIFICATIONS OF THE SCHOOL RESOURCE OFFICER

To be a SRO, an officer must meet all of the following basic qualifications:

1. Shall be a full-time, certified, and sworn law enforcement officer with at least one year of law enforcement experience;
2. Shall possess a sufficient knowledge of the applicable Federal and State laws, Village and County ordinances, and Board of Education policies and regulations;

3. Shall be capable of conducting in depth criminal investigations;
4. Shall possess even temperament and set a good example for students;
5. Shall work well with school aged children and school staff; and
6. Shall possess communication skills which will enable the officer to function effectively within the school environment.

VII. DUTIES OF THE SCHOOL RESOURCE OFFICER

The SRO's duties will include, but not be limited to, the following:

- Protect lives and property for the citizens and public school students of the District.
- Enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- Investigate crimes where juveniles are either victims or defendants, committed on or adjacent to school property.
- Investigate criminal sexual assault or abuse, *i.e.*, sensitive crimes investigation, committed on or adjacent to school property.
- Recommend counseling, referral, follow-up investigation, child protection, etc.
- Supervise school grounds, extra-curricular school activities, and surrounding neighborhoods where students may congregate.
- Counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the District or by the parents of a student.
- Issue necessary citations and warnings; complete reports and referrals in a timely fashion.
- Liaison activities with school personnel, juveniles and their parents/guardians, service organizations, and the general public. Encourage understanding and cooperation between these groups as they relate to crime control, crime prevention, and crime reporting.
- Conduct drug and alcohol resistance education.
- Be familiar with community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals may be made when necessary.
- Develop plans and strategies in conjunction with the Principals to prevent and/or minimize dangerous situations which might result in school disruption and student unrest.

- Become familiar with District disciplinary policies and the student code of conduct.
- Promote positive working relations between patrol officers and schools.
- Serve as a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- Carry out responsibilities of the Department with respect to the investigation and interviewing of students.
- Maintain appropriate boundaries with students including any use of social media.
- Maintain confidentiality regarding student records and information except as required by law.
- At no time, however, will the SRO be left in charge of the school as an acting administrator. The SRO has no authority to make decisions on behalf of the District.

VIII. SCHOOL DISCIPLINE

The SRO will serve as a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on campus. As to school code violations, the SRO will refer the student to the Principal's office for discipline to be meted out by school officials. The SRO shall not act as a disciplinarian, as disciplining students is a District responsibility. It is agreed and understood that the Principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred.

In the event of an emergent student disciplinary situation, an SRO may take necessary action to prevent a disruption that would, if ignored, place students, faculty, and staff at risk of harm. In such case, the SRO will resolve the disruption to preserve the school climate. The SRO will then escort the involved student(s) to the Principal's office for discipline to be meted out by school officials.

IX. INVESTIGATION, INTERROGATION, SEARCH AND ARREST PROCEDURES

The standard operating procedures ("SOP") for the investigation of crimes and interrogation, search and arrest of students are as follows:

A. Interrogation Procedures. In the event a crime is committed at school or at a school activity, the SRO should:

1. Question any witnesses in an appropriate time and manner to determine that a crime was committed and who committed the crime. The SRO shall have the general authority to question or interrogate any student at school who may have information about criminal misconduct or the violation of the conduct policies of the District. The questions should be conducted in cooperation with and in the presence of a school official in a manner that does

not disrupt school operations, but in an emergency situation, the SRO may question a student without the presence of a school official.

2. Question the person suspected of committing the crime. If the questioning occurs at school, the questions should be conducted in cooperation with and in the presence of a school official in a manner that does not disrupt school operations, but in an emergency situation, the SRO may question a student without the presence of a school official. As a general rule, the suspect should not be arrested or placed "in custody" during the initial interview or interrogation. The suspect shall be informed generally of the purpose of the investigation and given an opportunity to present informally his/her knowledge of the facts. If the suspect wishes to remain silent, to contact his/her parents or an attorney, or to end the interview, the questioning should cease and the suspect's request should be granted unless there is a reasonable cause to detain the student for questioning.

3. If a student is detained, placed in custody or arrested, the SRO will follow policies of the Department in conducting the arrest, including whether the student's parent(s)/guardian(s) should be contacted.

B. Search Procedures.

1. If the school official has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or school rules, the school official may search the student and the student's pockets, purse, book bag, desk, locker, vehicle, or any other similar location within the student's control. When requested by school officials, the SRO shall assist with the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence shall be turned over to the SRO.

2. School officials shall not conduct a "strip search" without a search warrant. A strip search is defined as a search of a student's person which requires the student to remove his/her clothing in order to determine if any evidence is concealed within the student's undergarments or on the body. The term does not include the removal of outer garments such as coats, hat, shoes, etc. If there is probable cause to believe that a student has concealed or is concealing evidence of criminal misconduct within his/her undergarments, the SRO and/or the District may obtain a warrant to search the student.

C. Reporting of Crimes. If the investigation uncovers evidence of a criminal activity or a violation of law, the District may notify the SRO, the Department of Human Services, the student's parent/guardian and/or the Superintendent as appropriate based on the circumstances.

D. Arrest Procedures - School Related Crimes.

1. *Juveniles.* When a SRO arrests or takes a juvenile under the age of 16 into custody, the SRO shall select, in accordance with Department procedures, training, and the SRO's discretion, the least restrictive of the following courses of action which is appropriate under the circumstances and meets the immediate needs of the juvenile and the District:

- Release
- Counsel and release

- Release into the custody of the juvenile's parent, guardian or custodian
- Attempt to bring juvenile before the juvenile court
- Seek a juvenile petition
- Seek a juvenile petition and request a custody order
- Immediately take the juvenile into custody as required by law.
- Attempt to bring the juvenile before the magistrate for the purposes of involuntary commitment.

2. *Student over 16 years of age.* When the SRO arrests or takes a person over the age of 16 into custody, he/she shall select the course of action which is appropriate under the circumstances and meets the immediate needs of the District.

3. If circumstances permit, the SRO and Principal shall mutually agree upon a time during the school day for the removal of the student from the school. The student shall be called to the office by the Principal at that time.

4. If the school initiated the arrest of the student, the Principal shall be responsible for notifying the student's parent/guardian. Such notification by the Principal shall be made as soon as possible, preferably prior to the actual removal of the student from campus.

5. If the SRO initiated the arrest, the SRO shall contact the student's parent/guardian as soon as practicable after the arrest of a student. The District may also notify the student's parent/guardian after conferring with the SRO or member of the department so as to not inadvertently hamper the investigation.

E. Arrest Procedures - Crimes Committed Off-Campus. Crimes committed at school bus stops or while students walking to and from school.

1. School officials generally do not have the legal authority or jurisdiction to discipline students or others for criminal misconduct or juvenile offenses which occur at school bus stops or on public streets as students walk to and from school unless such criminal misconduct or juvenile offense is the direct result of or a continuation of misconduct which occurred at school or as otherwise allowed by law.

2. Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency the investigation of crimes that occur at bus stops and while students are walking to and from school.

F. Investigation and Arrest Procedures - Other Crimes Committed Off-Campus.

1. *Investigations Involving Students Under Age 14.* As a general rule, the SRO and other law enforcement officials shall not interview any students under age 14, witnesses or suspects, at school during school hours concerning crimes committed off-campus. If law enforcement officials are having difficulty locating a student off-campus, determine that time is of the essence, or for some other reason deem it necessary to interview a student under age 14 at school during school hours:

a. The officer shall contact the Principal and/or SRO in advance and state the reason(s) to conduct an interview of a student at the school. The District shall not be required to grant the Department's request to interview the student on school grounds except where the Department has a valid warrant or as otherwise required by law.

b. The investigating officer or SRO shall notify the student's parent/guardian of the officer's desire to interview or interrogate the student at school. The investigating officer will make all reasonable efforts not to question students under 14 years of age at the school without notice to and the consent of the parent or guardian.

c. To the extent practicable, the officer and Principal should mutually agree on a convenient time during the school day to conduct the investigation.

d. School officials shall be in attendance at the interview upon their request except as provided in Wisconsin statute sec. 48.981(3)(c).

2. *Investigations Involving Students 14 Years of Age or Older.* SROs and other law enforcement officials may request to interview and interrogate students 14 years of age or older (suspects or witnesses) at school during school hours.

a. The SRO or investigating officer should contact the Principal in advance and inform him/her of the reason(s) to conduct an investigation within the school. The District shall not be required to grant the Department's request to interview the student on school grounds except where the Department has a valid warrant or as otherwise required by law.

b. To the extent practicable, the SRO or investigating officer and the Principal shall mutually agree on a convenient time during the school day to conduct the investigation.

c. The SRO or investigating officer shall make a reasonable effort to notify the students' parents/guardians. Parental consent is not required to interview a witness and the presence of the student's parent/guardian is not required to interrogate a suspect.

d. school officials should be present during the investigation upon their request except as provided in Wisconsin statute sec. 48.981(3)(c)? same as above. Not sure this applies...

G. Use of Physical Restrain or Force. As a general rule, the SRO will not utilize physical restraint and/or force with a student except as provided for in Non-Violent Crisis Intervention. However, notwithstanding the general rule, an SRO has the discretion to make utilize that physical restraint and force which is necessary to maintain the order and peace of the school and the health and safety of the SRO, students, employees, and the general public.

X. SPECIFIC DISRUPTIONS, THREATS, AND INCIDENTS

A. Bomb Threats. It is a misdemeanor to give false information concerning the placement of a bomb in a school building. School officials, the SRO, and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat. In all cases, such incidents shall be reported by the Principal to the Superintendent and to the SRO.

B. Controlled Substances. School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and processing in accordance with Department policies. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO shall have discretion as to whether to initiate the criminal process.

C. Riots and Civil Disorder. School officials and the SRO shall cooperate in the development and implementation of a riots and civil disorder response plan. In such event, the Department shall be notified to assist in the response.

XI. ACCESS TO EDUCATION RECORDS

A. School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks.

B. For the purpose of access to pupil records, the Board designates the SRO a local school district official. Access to pupil records is limited to situations where the SRO has a legitimate educational interest, including safety interests, in the record. The SRO must maintain the confidentiality of pupil records and is prohibited from re-disclosing the record, unless specifically authorized by law.

C. If some information in a students' cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

D. The District understands that the SRO may use cameras or other recording devices to record audio and/or video in performance of the SRO's duties in accordance with Department policy except that the SRO may only use such devices on school property in the following circumstances: 1) at events open to the public; 2) in public areas such as the parking lot or athletic fields; 3) while in the SRO's office or other areas in the course of investigating potential criminal activity; 4) at the request of District staff; or 5) in emergency situations.

XII. ACCESS TO SCHOOL VIDEO SYSTEMS

The District may allow the SRO access to all school cameras systems upon request to Mr. Pliner or Ms. Jonen where the SRO has a legitimate educational and/or safety interest. The SRO understands that he/she cannot share the information with the Oregon Police Department or other third parties except where allowed by law. Should unauthorized access occur, the District reserves the right to revoke access except where required by law.

XIII. SRO POINT OF CONTACT FOR SCHOOL SAFETY

- A. The SRO will be the official point of contact for the Oregon Police Department as it pertains to school safety planning. The District agrees to include the SRO and/or other law enforcement personnel in all safety planning in accordance with school policy 717.02.
- B. In the event the SRO is unavailable, the District agrees to invite another member(s) of the Oregon Police Department in their safety planning.
- C. The SRO will also be the point of contact for the anonymous tip-line the Oregon Police Department participates in (currently the Madison Area Crime Stoppers). The information from this tip-line, as it relates to the District's students and staff, will be vetted through the SRO and relayed to school officials as appropriate so as not to interfere with an official law enforcement investigation.

XIV. DISMISSAL OF THE SRO AND REASSIGNMENT

- A. In the event the Principal has concerns that the SRO is not effectively performing his/her duties and responsibilities, the Principal shall recommend to the Superintendent or designee that the SRO's assignment be reviewed and shall state the reasons therefore in writing. Within five (5) school days of receiving the recommendation from the Principal, the Superintendent shall advise the Chief of Police of the Principal's concerns. The Superintendent and Chief of Police shall meet with the SRO in an attempt to resolve any problems that may exist. If the problem concerns cannot be resolved, the SRO shall be removed from the program and a replacement shall be assigned.
- B. Only the Chief of Police may dismiss or reassign an SRO based upon Police Department Rules, Regulations, and/or General Orders and when it is in the best interest of the citizens of the Village.
- C. In the event of the resignation, dismissal, or reassignment of an SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, a permanent replacement for the SRO position shall be assigned, at the discretion of the Chief of Police.

XV. TERMINATION

This SRO Agreement may be terminated by either party in writing thirty (30) days prior to expiration of the annual term hereof as. This SRO Agreement may be terminated by either party upon thirty (30) days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this SRO Agreement. SRO Agreement Termination of this SRO Agreement may only be accomplished as provided herein.

XVI. INSURANCE AND INDEMNIFICATION

- A. The Department shall purchase and maintain in full force and effect during the term of this SRO Agreement a general comprehensive liability insurance policy with coverage in an

amount of not less than One million dollars (\$1,000,000) for any acts or omissions that occur or claims that are made during the term of the SRO Agreement.

B. The Department agrees to hold the District its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO officers or the SRO Program.

XVII. MISCELLANEOUS

A. Modification. This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

B. Non-Assignment. This SRO Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the School Board and Mayor is obtained.

C. Merger. This SRO Agreement constitutes a final written expression of all the terms of this SRO Agreement and is a complete and exclusive statement of those terms.

D. Severability. The invalidity or unenforceability of any provisions of this SRO Agreement shall not affect the validity or enforceability of any other provision of this SRO Agreement.

E. This SRO Agreement shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this SRO Agreement to be executed the day and year first written above.

**OREGON SCHOOL DISTRICT
BOARD OF EDUCATION**

By: _____
President

By: _____
Clerk

VILLAGE BOARD OF OREGON

By: Steven L. Hinton
President

By: Candice M. Jones
Clerk Deputy

**OREGON SCHOOL DISTRICT
SUPERINTENDENT OF EDUCATION**

By: M. Busby 8/6/18
Superintendent

**VILLAGE OF OREGON
CHIEF OF POLICE**

By: [Signature] 8/29/18
Chief of Police

School Resource Officer Agreement

Oregon School District

Village of Oregon Police Department

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paid for and sponsored by the school district. The District also may provide other trainings in Board of Education policies, regulations and procedures.

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5. Shall work well with school aged children and school staff; and
6. Shall possess communication skills which will enable the officer to function effectively within the school environment.

VII. DUTIES OF THE SCHOOL RESOURCE OFFICER

The SRO's duties will include, but not be limited to, the following:

- Protect lives and property for the citizens and public school students of the District.
- Enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- Investigate crimes where juveniles are either victims or defendants, committed on or adjacent to school property.
- Investigate criminal sexual assault or abuse, i.e., sensitive crimes investigation, committed on or adjacent to school property.
- Recommend counseling, referral, follow-up investigation, child protection, etc.
- Supervise school grounds, extra-curricular school activities, and surrounding neighborhoods where students may congregate.
- Counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the District or by the parents of a student.
- Issue necessary citations and warnings; complete reports and referrals in a timely fashion.
- Liaison activities with school personnel, juveniles and their parents/guardians, service organizations, and the general public. Encourage understanding and cooperation between these groups as they relate to crime control, crime prevention, and crime reporting.

- Conduct drug and alcohol resistance education.
- Be familiar with community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals may be made when necessary.
- Develop plans and strategies in conjunction with the Principals to prevent and/or minimize dangerous situations which might result in school disruption and student unrest.
- Become familiar with District disciplinary policies and the student code of conduct.
- Promote positive working relations between patrol officers and schools.
- Serve as a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- Carry out responsibilities of the Department with respect to the investigation and interviewing of students.
- Maintain appropriate boundaries with students including any use of social media.
- Maintain confidentiality regarding student records and information except as required by law.
- At no time, however, will the SRO be left in charge of the school as an acting administrator. The SRO has no authority to make decisions on behalf of the District.

VIII. SCHOOL DISCIPLINE

The SRO will serve as a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on campus. As to school code violations, the SRO will refer the student to the Principal 's office for discipline to be meted out by school officials. The SRO shall not act as a disciplinarian, as disciplining students is a District responsibility. It is agreed and understood that the Principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred.

In the event of an emergent student disciplinary situation, an SRO may take necessary action to prevent a disruption that would, if ignored, place students, faculty, and staff at risk of harm. In such case, the SRO will resolve the disruption to preserve the school climate. The SRO will then escort the involved student(s) to the Principal's office for discipline to be meted out by school officials.

IX. INVESTIGATION, INTERROGATION, SEARCH AND ARREST PROCEDURES

The standard operating procedures ("SOP") for the investigation of crimes and interrogation, search and arrest of students are as follows:

A. Interrogation Procedures. In the event a crime is committed at school or at a school activity, the SRO should:

1. Question any witnesses in an appropriate time and manner to determine that a crime was committed and who committed the crime. The SRO shall have the general authority to question or interrogate any student at school who may have information about criminal misconduct or the violation of the conduct policies of the District., The questions should be conducted in cooperation with and in the presence of a school official in a manner that does not disrupt school operations, but in an emergency situation, the SRO may question a student without the presence of a school official.

2. Question the person suspected of committing the crime. If the questioning occurs at school, the questions should be conducted in cooperation with and in the presence of a school official in a manner that does not disrupt school operations, but in an emergency situation, the SRO may question a student without the presence of a school official. As a general rule, the suspect should not be arrested or placed "in custody" during the initial interview or interrogation. The suspect shall be informed generally of the purpose of the investigation and given an opportunity to present informally his/her knowledge of the facts. If the suspect wishes to remain silent, to contact his/her parents or an attorney, or to end the interview, the questioning should cease and the suspect's request should be granted unless there is a reasonable cause to detain the student for questioning.

3. If a student is detained, placed in custody or arrested, the SRO will follow policies of the Department in conducting the arrest, including whether the student's parent(s)/guardian(s) should be contacted.

B. Search Procedures.

1. If the school official has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or school rules, the school official may search the student and the student's pockets, purse, book bag, desk, locker, vehicle, or any other similar location within the student's control. When requested by school officials, the SRO shall assist with the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence shall be turned over to the SRO.

2. School officials shall not conduct a "strip search" without a search warrant. A strip search is defined as a search of a student's person which requires the student to remove his/her clothing in order to determine if any evidence is concealed within the student's undergarments or on the body. The term does not include the removal of outer garments such as coats, hat, shoes, etc. If there is probable cause to believe that a student

has concealed or is concealing evidence of criminal misconduct within his/her undergarments, the SRO and/or the District may obtain a warrant to search the student.

c. Reporting of Crimes. If the investigation uncovers evidence of a criminal activity or a violation of law, the District may notify the SRO, the Department of Human Services, the student's parent/guardian and/or the Superintendent as appropriate based on the circumstances.

D. Arrest Procedures - School Related Crimes.

1. Juveniles. When a SRO arrests or takes a juvenile under the age of 16 into custody, the SRO shall select, in accordance with Department procedures, training, and the SRO's discretion, the least restrictive of the following courses of action which is appropriate under the circumstances and meets the immediate needs of the juvenile and the District:

- Release
- Counsel and release
- Release into the custody of the juvenile's parent, guardian or custodian
- Attempt to bring juvenile before the juvenile court
- Seek a juvenile petition
- Seek a juvenile petition and request a custody order
- Immediately take the juvenile into custody as required by law.
- Attempt to bring the juvenile before the magistrate for the purposes of involuntary commitment.

2. Student over 16 years of age. When the SRO arrests or takes a person over the age of 16 into custody, he/she shall select the course of action which is appropriate under the circumstances and meets the immediate needs of the District.

3. If circumstances permit, the SRO and Principal shall mutually agree upon a time during the school day for the removal of the student from the school. The student shall be called to the office by the Principal at that time.

4. If the school initiated the arrest of the student, the Principal shall be responsible for notifying the student's parent/guardian. Such notification by the Principal shall be made as soon as possible, preferably prior to the actual removal of the student from campus.

5. If the SRO initiated the arrest, the SRO shall contact the student's parent/guardian as soon as practicable after the arrest of a student. The District may also notify the student's parent/guardian after conferring with the SRO or member of the department so as to not inadvertently hamper the investigation.

E. Arrest Procedures - Crimes Committed Off-Campus. Crimes committed at school bus stops or while students walking to and from school.

1. School officials generally do not have the legal authority or jurisdiction to discipline students or others for criminal misconduct or juvenile offenses which occur at school bus stops or on public streets as students walk to and from school unless such criminal misconduct or juvenile offense is the direct result of or a continuation of misconduct which occurred at school or as otherwise allowed by law.

2. Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency the investigation of crimes that occur at bus stops and while students are walking to and from school.

F. Investigation and Arrest Procedures - Other Crimes Committed Off-Campus.

1. Investigations Involving Students Under Age 14. As a general rule, the SRO and other law enforcement officials shall not interview any students under age 14, witnesses or suspects, at school during school hours concerning crimes committed offcampus. If law enforcement officials are having difficulty locating a student offcampus, determine that time is of the essence, or for some other reason deem it necessary to interview a student under age 14 at school during school hours:

a. The officer shall contact the Principal and/or SRO in advance and state the reason(s) to conduct an interview of a student at the school. The District shall not be required to grant the Department's request to interview the student on school grounds except where the Department has a valid warrant or as otherwise required by law.

b. The investigating officer or SRO shall notify the student's parent/guardian of the officer's desire to interview or interrogate the student at school. The investigating officer will make all reasonable efforts not to question students under 14 years of age atthe school without notice to and the consent of the parent or guardian.

C. To the extent practicable, the officer and Principal should mutually agree on a convenient time during the school day to conduct the investigation.

d. School officials shall be in attendance at the interview upon their request except as provided in Wisconsin statute sec. 48.981(3)(c).

2. Investigations Involving Students 14 Years ofAge or Older. SROs and other law enforcement officials may request to interview and interrogate students 14 years of age or older (suspects or witnesses) at school during school hours.

a. The SRO or investigating officer should contact the Principal in advance and inform him/her of the reason(s) to conduct an investigation within the school. The District shall not be required to grant the Department's request to

interview the student on school grounds except where the Department has a valid warrant or as otherwise required by law.

b. To the extent practicable, the SRO or investigating officer and the Principal shall mutually agree on a convenient time during the school day to conduct the investigation.

C. The SRO or investigating officer shall make a reasonable effort to notify the students' parents/guardians. Parental consent is not required to interview a witness and the presence of the student's parent/guardian is not required to interrogate a suspect.

d. school officials should be present during the investigation upon their request except as provided in Wisconsin statute sec. 48.981 (3)(c)? same as above. Not sure this applies...

- G. Use of Physical Restrain or Force. As a general rule, the SRO will not utilize physical restraint and/or force with a student except as provided for in Non-Violent Crisis Intervention. However, notwithstanding the general rule, an SRO has the discretion to make utilize that physical restraint and force which is necessary to maintain the order and peace of the school and the health and safety of the SRO, students, employees, and the general public.

X. SPECIFIC DISRUPTIONS, THREATS, AND INCIDENTS

A. Bomb Threats. It is a misdemeanor to give false information concerning the placement of a bomb in a school building. School officials, the SRO, and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat. In all cases, such incidents shall be reported by the Principal to the Superintendent and to the SRO.

B. Controlled Substances. School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and processing in accordance with Department policies. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO shall have discretion as to whether to initiate the criminal process.

c. Riots and Civil Disorder. School officials and the SRO shall cooperate in the development and implementation of a riots and civil disorder response plan. In such event, the Department shall be notified to assist in the response.

XI. ACCESS TO EDUCATION RECORDS

A. School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks.

B. For the purpose of access to pupil records, the Board designates the SRO a local school district official. Access to pupil records is limited to situations where the SRO has a legitimate educational interest, including safety interests, in the record. The SRO must maintain the confidentiality of pupil records and is prohibited from re-disclosing the record, unless specifically authorized by law.

C. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

D. The District understands that the SRO may use cameras or other recording devices to record audio and/or video in performance of the SRO's duties in accordance with Department policy except that the SRO may only use such devices on school property in the following circumstances: 1) at events open to the public; 2) in public areas such as the parking lot or athletic fields; 3) while in the SRO's office or other areas in the course of investigating potential criminal activity; 4) at the request of District staff; or 5) in emergency situations.

XII. ACCESS TO SCHOOL VIDEO SYSTEMS

The District may allow the SRO access to all school cameras systems upon request to Mr. Pliner or Ms. Jonen where the SRO has a legitimate educational and/or safety interest. The SRO understands that he/she cannot share the information with the Oregon Police Department or other third parties except where allowed by law. Should unauthorized access occur, the District reserves the right to revoke access except where required by law.

XIII. SRO POINT OF CONTACT FOR SCHOOL SAFETY

A. The SRO will be the official point of contact for the Oregon Police Department as it pertains to school safety planning. The District agrees to include the SRO and/or other law enforcement personnel in all safety planning in accordance with school policy 717.02.

B. In the event the SRO is unavailable, the District agrees to invite another member(s) of the Oregon Police Department in their safety planning.

C. The SRO will also be the point of contact for the anonymous tip-line the Oregon Police Department participates in (currently the Madison Area Crime Stoppers). The information from this tip-line, as it relates to the District's students and staff, will be vetted through the SRO and relayed to school officials as appropriate so as not to interfere with an official law enforcement investigation.

XIV. DISMISSAL OF THE SRO AND REASSIGNMENT

A. In the event the Principal has concerns that the SRO is not effectively performing his/her duties and responsibilities, the Principal shall recommend to the Superintendent or designee that the SRO's assignment be reviewed and shall state the reasons therefore in writing. Within five (5) school days of receiving the recommendation from the Principal, the Superintendent shall advise the Chief of Police of the Principal's concerns. The Superintendent and Chief of Police shall meet with the SRO in an attempt to resolve any problems that may exist. If the problem concerns cannot be resolved, the SRO shall be removed from the program and a replacement shall be assigned.

B. Only the Chief of Police may dismiss or reassign an SRO based upon Police Department Rules, Regulations, and/or General Orders and when it is in the best interest of the citizens of the Village.

C. In the event of the resignation, dismissal, or reassignment of an SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, a permanent replacement for the SRO position shall be assigned, at the discretion of the Chief of Police.

XV. TERMINATION

This SRO Agreement may be terminated by either party in writing thirty (30) days prior to expiration of the annual term hereof as. This SRO Agreement may be terminated by either party upon thirty (30) days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this SRO Agreement. SRO Agreement Termination of this SRO Agreement may only be accomplished as provided herein.

XVI. NSURANCE AND INDEMNIFICATION

A.The Depaftment shall purchase and maintain in full force and effect during the term of this SRO Agreement a general comprehensive liability insurance policy with coverage in an amount of not less than One million dollars (\$1,000,000) for any acts or omissions that occur or claims that are made during the term of the SRO Agreement.

B. The Department agrees to hold the District its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO officers or the SRO Program.

XVII. MISCELLANEOUS

A.Modification. This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

B. Non-Assignment. This SRO Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the School Board and Mayor is obtained.

c. Merger. This SRO Agreement constitutes a final written expression of all the terms of this SRO Agreement and is a complete and exclusive statement of those terms.

D. Severability. The invalidity or unenforceability of any provisions of this SRO Agreement shall not affect the validity or enforceability of any other provision of this SRO Agreement.

E. This SRO Agreement shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this SRO Agreement to be executed the day and year first written above.

OREGON SCHOOL DISTRICT

VILLAGE BOARD OF OREGON

By:

Brian S. Busler

By: _____

Its:

Superintendent

Its: _____

**(Recommended by Personnel, Public Safety & Protection Committee at August
12, 2019 Special Meeting)**

AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2019, by and between the Village of Oregon, (Village) and the Oregon School District, (District). This Agreement commences on August ____ 2019 and continues through December 30, 2019, unless terminated by mutual agreement.

WHEREAS the Village agrees to provide one school resource officer (SRO) and the District agrees to reimburse the Village for its expenses thereof; and

WHEREAS an SRO has been a long-established presence in the District schools; and

WHEREAS the District and the Village agree that the purpose of the SRO is to provide an on-site law enforcement and public safety presence on campus; and

WHEREAS the District and the SRO, as an agent of the Village, share responsibility for maintaining a safe environment in the schools; and

WHEREAS each party to this Agreement has its own separate policies and procedures governing its employees and the District has its own policies regarding the conduct of students.

NOW, THEREFORE, the parties agree to the following:

1. The Village shall provide a full time, certified, and sworn law enforcement officer with at least one year of law enforcement experience, possessing a working understanding of Federal and State laws, Village and County Ordinances, and District policies. That Officer shall report to and be evaluated by the Village's Police Department (PD). That Officer shall be responsible for following all internal PD policies and procedures as well as his or her training as a sworn law enforcement officer.
2. The District shall reimburse the Village for the costs of the SRO's salary and employment benefits accordance with applicable Village salary schedules and employee benefit policies, for a total of 700 hours of SRO work annually, prorated and paid at 58.33 hours per month.
3. The SRO shall be equipped by the Village in such manner as directed by the Village Police Chief. The District shall provide an office for the SRO within the Oregon High School building that is sufficiently secure to safely store the SRO's equipment. If new security infrastructure is needed to safely store SRO equipment, the Village shall reimburse the District for the cost of such security infrastructure.

4. The parties understand that the Village (PD) shall obtain warrants and/or court orders where it believes such are necessary to maintain the peace and/or to protect life or property.
5. The parties shall immediately establish a five-member standing group to evaluate the operation of the SRO program and to make recommendations to the parties regarding the SRO program. The group shall consist of two representatives appointed by the Village, two representatives appointed by the District; and one at-large member to be selected by the appointed representatives of the Village and the District. The Village and District appointed representatives to the group shall have their first meeting on or before September 12, 2019, and shall at that meeting select the at-large member. Evaluation of the SRO program for the fall 2019-semester shall be prepared by the aforementioned group and a written report shall be presented to the District and the Village by December 1, 2019. Any recommendations by said group ~~map~~ may be incorporated in any future Agreements between the District and the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OREGON SCHOOL DISTRICT

OREGON VILLAGE BOARD

Steve Zach, Board President
Board President

Jeanne Carpenter
Board President

Best Practices for School Resource Officer Programs

As school districts and law enforcement agencies throughout the state of Wisconsin enter into and renew contracts for School Resource Officer Programs, there is a critical balance that school administrators and law enforcement agencies must achieve so that each party receives necessary support and training, and the presence of School Resource Officers (SROs) in school buildings does not result in unnecessary contact with the criminal justice system. School administrators and SROs strive to provide an educational environment centered around student learning and safety. In their dual roles, SROs serve school districts and the greater community. SROs have the challenge of balancing competing interests because they may be called to serve in a law enforcement or SRO capacity during the school day. However, their role as a SRO differs from their role in law enforcement. As a SRO, their focus is also on providing redirection and guidance, and engaging in educational and relationship building activities. The fluid nature of these roles may contribute to confusion about roles and responsibilities. For this reason, the Wisconsin Department of Public Instruction and the Wisconsin Department of Justice have developed a joint model of best practices. The model is based on factors stakeholders should consider when entering into this type of partnership. Stakeholders include students, families, law enforcement, school staff, and community partners. The following information is not legal advice and only serves as guidance for School Resource Officer Programs.

Role of a School Resource Officer

Stakeholders are encouraged to:

1. Use a root cause analysis to identify if a Student Resource Officer Program is needed in a school, and if so, for what purpose. This should be determined before a program is developed.
2. Identify the knowledge, skill, and disposition criteria for SRO candidates, and obtain input from stakeholders during the selection process.
3. Discuss and define the role and responsibilities of SROs through a collaborative process.
4. Identify under what circumstances a SRO will respond to an incident involving a student.
 - a. It is essential that both parties are able to distinguish between disciplinary misconduct, which is typically handled by school administrators, and illegal conduct, which may be handled by law enforcement.
 - b. To the extent possible, SROs should not be used to enforce student discipline.
 - c. While it may be necessary for a SRO to get involved in an incident, it does not mean infractions must result in tickets and/or being taken into custody.

5. Distinguish between the role of a SRO from the role of a school security officer if both work in the same building.
6. Develop an organizational chart to identify how the work of SROs and school administrators are aligned in relation to other positions within both agencies.
7. Identify the school property within the control of a SRO.
8. Identify the community outreach and educational components of the SRO's role.

Training

Stakeholders are encouraged to:

1. Identify who will receive training.
 - a. School staff (such as administrators, teachers, and pupil service staff) and SROs should receive training to increase their level of competency. To the extent possible, collaborative training is encouraged and efforts should be made to ensure training is a supplement rather than a repeat of what they already know.
2. Identify the content of the training. These areas may include, but are not limited to:
 - a. school values and mission
 - b. child and adolescent development
 - c. cultural competency
 - d. federal and state disability, anti-discrimination, and special education laws
 - e. seclusion and restraint policies
 - f. positive behavioral supports, strategies and interventions
 - g. restorative justice practices
 - h. trauma informed practices
 - i. de-escalation strategies
 - j. the responsibilities of SROs/law enforcement as told by them and shared with school administrators
 - k. mental health
 - l. AODA
 - m. mandatory reporting
3. Identify the minimum number of hours, frequency, and other requirements needed to complete training.

4. Identify resources available to SROs and school staff, some of which may be from state and national organizations that facilitate professional development opportunities.
5. Identify what content school staff and SROs are expected to know or be able to do at the conclusion of their training.

Accountability

Stakeholders are encouraged to:

1. Maintain regular and frequent communication, especially between school administrators and SROs.
2. Identify building-level and/or district-level contacts for SROs, as well as law enforcement agency contacts for school administrators.
3. Identify how school administrators will provide support and oversight to the SRO program.
4. Discuss the expectations that SROs and school administrators have of one another.
5. Identify how the performance of SRO programs will be evaluated, by whom, and how often.
6. Identify how data will be used to inform any evaluations.
7. Identify the process someone may take to file a formal complaint against a SRO.

Data

1. The SRO program is encouraged to collect, maintain, and share data as requested on the following:
 - a. The number of students arrested or ticketed by a SRO or other member of law enforcement on school property. That information may include the:
 - i. Type of offense and if the case was referred for charging.
 - ii. Demographic data such as the student's age, gender, race, disability if known, and name of school.
 - b. Information on the daily interactions a SRO has with students and school staff.
 - i. The data should capture activities that describe what a SRO does on a typical day. This information may be used to evaluate programming.
 - c. Results of school and community climate surveys that contain questions related to the SRO program.

2. The SRO program should identify the system, which will be utilized to document and share information.

Memoranda of Understanding (MOU)

Please refer to the *'Model of Memorandum of Understanding for School Resource Officer Program'* document for further guidance.

1. Determine who will be a part of drafting the document.
2. The MOU should be in place before a SRO works in a school building.
3. The MOU should be reviewed on at least an annual basis.

Model Memorandum of Understanding for School Resources Officer Program

The purpose of this document is to establish a School Resource Officer Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve, have a shared understanding of the goals of the School Resource Officer Program;

The parties agree that an effective School Resource Officer Program defines the role of the School Resource Officer (SRO): within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; information sharing; School Resource Officer training requirements; program assessment; and program structure;

The School Resource Officer's receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

The signatories agree to the following:

Role of the School Resource Officer within the Context of the Educational Mission of the School

1. The mission of the School Resource Officer program is to improve school safety and the educational climate at the school.
2. School Resource Officers are responsible for dealing with criminal law issues, not to enforce school discipline or punish students.
3. The SRO shall meet with building-level school administrators, teachers, parents, and student representatives at least annually to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain activity reports and submit summaries of these reports to building-level school administrators, district-level school administrators, and the relevant law enforcement agency. The summaries shall include, for each SRO, the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); student searches; student questioning; tickets, citations, or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests, and other referrals to the juvenile justice system.
6. Absent a real and immediate threat to student, teacher, or school safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, building-level school administrators shall have final authority in the building.

7. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including: disturbance/disruption of schools or public assembly; loitering; profanity; and fighting that does not involve physical injury or weapon, shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of criminal citation, ticket, summon, or filing of delinquency petition).
8. Students shall not be taken into custody at school, except where a child poses a real and immediate threat to student, teacher, or public safety or pursuant to a warrant.
 - a. School principals shall be consulted prior to a student being taken into custody where practicable.
 - b. The student's parent or guardian shall be notified of a child being taken into custody as soon as practicable.

Information Sharing

9. The school district designates the SRO a "school official" as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g, and 118.125(2)(d) of the Wisconsin Statutes. A SRO may be provided access to student records information maintained by the school district only as needed by the SRO to perform his or her duties as SRO. A SRO may also be granted access to student 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 student records information consistent with FERPA and Wisconsin pupil records law.
10. Records created and maintained by a SRO for the purpose of ensuring the safety and security of persons or property in the school, district, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student 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 provision does not prohibit school personnel from complying with the notice and reporting requirements of seclusion or restraint of a student by the SRO as specified in 118.305(4) of the Wisconsin Statutes.)

School Resource Officer Training Requirements

11. The SRO shall receive such training as is necessary to permit the SRO to effectively advance the school's educational mission in the context of his or her duties as SRO. Training topics, goals, and objectives shall be determined jointly by representatives of the school and the law enforcement agency. Training shall be provided in the following areas:
 - a. *[Insert language here regarding specific training topics]*

Training topics to consider may include: school values and mission; child and adolescent development; cultural competency; positive behavioral supports, strategies, and interventions; federal and state anti-discrimination and special education laws; the provisions of Wisconsin law pertaining to the use of seclusion and restraint by school personnel; trauma informed practices; de-escalation techniques; compulsory attendance; suicide prevention; and school mental health.

Program Assessment

12. The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the _____ Police Department and _____ Public Schools. The following areas will be used to evaluate the program:
- a. Success of established goals and objectives.
 - b. Police-citizen contacts (citations, arrests, community and school outreach activities, etc.).
 - c. Community feedback.
 - d. Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the principal.

Structure and Funding for School Resource Officer Program

13. *[Insert language here on how program will be funded]*
14. *[Insert language here on the terms of the SROs employment]*
15. *[Insert language here on the funding of the SROs equipment and training]*
16. *[Insert language here on the chain of command for the SRO]*
17. *[Insert language here on SRO duty stations and hours of duty]*

Duration

18. This memorandum of understanding shall become effective immediately upon execution by signature and remain effective until _____, whereupon it must be reviewed annually by all signatories or their successors before being renewed.

19. A signatory may terminate this memorandum of understanding by serving written notice to all other signatories at least thirty (30) days in advance of such termination. A termination by a signatory shall eliminate the presence of School Resource Officers at _____ Public Schools.

Signed on the _____ of _____, 20__

Superintendent

Representative of Law Enforcement Agency

**Oregon School District's Counter Proposal
To The Oregon Education Association
August 22, 2019**

The Oregon School District (the "District") proposes the following for the 2019-20 Collective Bargaining Agreement between the District and the Oregon Education Association (the "OEA"):

Recognition Clause – Same as the 2018-19 CBA

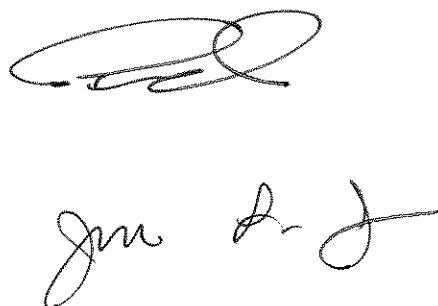
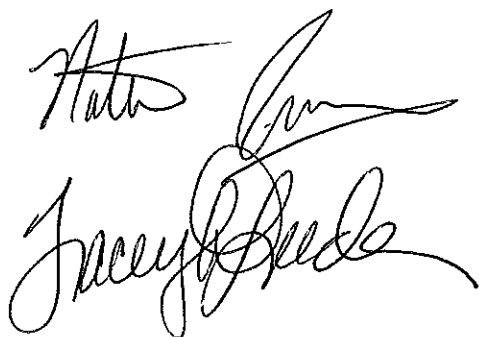
The Board recognizes the OEA to be the sole bargaining agent for all non-supervisory certified personnel, except psychologists, nurses, related services (therapists), technology director, local vocational education coordinator and coordinators (AODA, Reading, G/T, and local vocational education), but including guidance personnel, and agrees to enter, in good faith, into negotiations with a representative committee of the OEA on matters allowed by law.

Wages

A base wage increase for employees in the bargaining unit for the duration of the CBA not to exceed a total of 2.44% to be distributed to employees in accordance with the Educator Compensation Plan for 2019-20.

Duration

This Agreement shall be in effect from July 1, 2019 to June 30, 2020.



**Oregon School District Educator Compensation Plan - OSD PROPOSAL 8-22-19
2019-20**

Green Level – Steps 1 - 5 BA / MA or National Board Certification

\$44,500 / \$48,500

In order to move through the steps and advance to the next level:

- Licensed educator
- Completion of an approved professional learning plan and successful completion of professional development sequences
- Proficient in performance as assessed by building administration

Orange Level - Steps 6 - 10 \$51,500 / \$55,500

In order to move through the steps and advance to the next level:

- Licensed professional educator
- Completion of minimum 5 years of full-time service
- Development of an approved professional learning plan and successful completion of professional development sequences
- Proficient in performance as assessed by building administration
- Serve in a building or district leadership role as assigned by administration

Blue Level - Step 11+ \$62,500 / \$66,500

In order to move through the steps:

- Completion of minimum of ten years of full-time service
- Licensed professional educator
- Completion of an approved professional learning plan and successful completion of professional development sequences
- Proficient in performance as assessed by building administration
- Serve in a building or district leadership role as assigned by administration

After the completion of additional years of active full-time service, if the blue level is not increased, educators shall receive a \$1000 stipend provided they meet the following:

- Licensed professional educator
- Completion of an approved professional learning plan and successful completion of professional development sequences
- Proficient in performance as assessed by building administration
- Serve in a building or district leadership role as assigned by administration

Purple Level - Lead Educator

\$71,000 / \$75,000

- Same criteria as others
- The positions are by application only subject to the factors below:
 - Extended contract
 - Release time for mentorship activities
 - Market factors
 - Exceptional performance/abilities

Evaluation Component

- During the first two years of active employment, educators shall be on probation.
- The expectation is that all educators after 5 years of service will be “proficient,” which is a high standard.
- This will be assessed by building administrators through the current evaluation process which will include a review of each educator’s:
 - Danielson scores;
 - Professional development sequence; and
 - Professional learning plan.
- The assessment will not be tied to any specific test score or evaluation component, but will be individualized to each educator and circumstances related to that educator.

If an administrator does not believe an educator is at proficiency level, that educator will be placed on a performance improvement plan. An educator on a performance improvement plan shall not be eligible for a salary increase. If the educator does not satisfactorily complete the plan, the educator will be subject to non-renewal.

For the 2019-20 school year, as supplemental compensation, those educators who are above the blue level and off the schedule shall receive a wage increase of \$1,500.