INTERGOVERNMENTAL AGREEMENT FOR POLICE-SCHOOL LIAISON OFFICER (PSLO) PROGRAM

WITNESS, this Agreement made between the City of Verona, Wisconsin, 111 Lincoln Street, Verona, WI, (hereinafter referred to as "the City") and the Verona Area School District, 700 North Main Street, Verona, WI (herein referred to as the "School District"). The parties hereby agree as follows:

1. <u>PURPOSE:</u> Creating a safe and inclusive learning environment is one of the central pillars of the School District's strategic plan. This Agreement between the School District and the City for the Police-School Liaison Officer is created as a means of furthering the mutual interests of the City and the School District in providing for safe and inclusive schools for all of our students and staff. Accordingly, this Agreement is intended to define the duties and responsibilities of the City and the School District in the operation of a Police School Liaison Officer (PSLO) Program in the School District, for those schools within the City's corporate limits.

The parties agree that the role of the PSLO is to be student centered. The PSLO will focus on building relationships with students and educating students on legal requirements and the consequence of violations of law, with the goal of reducing student infractions and fostering a healthy environment between students and police officers. This focus on building relationships could include, by way of example only, the PSLO attending meetings of student clubs, offering assistance in the classroom on certain topics relevant to law enforcement, and/or simply providing a listening ear to a student in need of someone who cares. Thus, while the parties recognize that the PSLO likely will need to react to incidents of student wrongdoing, the parties place great importance on the proactive role that the PSLO will serve in the School District. The parties further agree that the PSLO will, to the extent practical, use de-escalation to try to avoid the possibility of having minor incidents turn into major infractions. The parties further recognize that students are children who need to learn from their mistakes, and the PSLO will serve an important role in that learning process.

2. TERMS:

a. <u>APPLICABLE TERM</u>: This Agreement shall be for a one-year period beginning on July 1, 2020 and continuing to June 30, 2021.

a. The term of this Agreement may be modified by the School District in the event of a school closure order or mandate, or other circumstances that result in a change to the academic year.

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b. —EXTENDED TERM: The City and School District will review the PSLO program no less than 60 days prior to its termination to determine if this Agreement should be extended beyond June 30, 2021. Any extension of this Agreement will be in writing and executed by the City and School District.

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- c. <u>TERMINATION</u>: Upon sixty days written notice, either party may terminate this Agreement for any reason.
- 3. <u>PERSONNEL</u>: The Chief of Police has selected Officer Ryan Adkins toshall select qualified sworn law enforcement personnel to serve as the PSLO for the term of this Agreement. If for any reason Officer Adkinsa sworn law enforcement officer assigned ceases to be assigned as the PSLO during the term of this Agreement, the City and School District will meet to discuss the Chief of Police's assignment of another sworn law enforcement officer to the -PSLO assignment and to discuss any additional terms to this Agreement that either party may deem necessary. Any future PSLO will have demonstrated the requisite willingness, temperament, and ability to engage effectively with youth. If the parties cannot agree upon a replacement PSLO, either party has the right to terminate this Agreement immediately.
- 4. <u>CHAIN OF COMMAND</u>: The PSLO is an employee of the City, and will report to the <u>Chief of Police through the</u> Police Department's chain of command, which includes the Lieutenant of Police or designee. The normal day-to-day direction of PSLO activities is the responsibility of the High School Principal or designee, subject to overriding consideration as determined by the Lieutenant of Police or through the Department's chain of command.
- 5. <u>WORK DAYS</u>: The PSLO will work <u>exclusively as assigned tofor</u> the School District for the entire term of the Agreement, <u>including both during</u> the school year, and the summer, except as noted in Paragraph 7 of this Agreement. During non-instructional days, the PSLO will perform a variety of tasks as directed by the School District which may include, for example, developing curriculum for classroom and club presentations, developing safety protocols in coordination with the Security Director, and outreach to families. <u>Notwithstanding this paragraph</u>, the PSLO shall perform the PSLO's assigned and required law enforcement duties, including conducting investigations, testifying in court, and respond to emergencies and incidents as directed under the authority of the Chief of Police.
- 6. <u>HOURS OF WORK/WORK SCHEDULE</u>: On days that school is in session, the PSLO shall work eight and one-half hours from 7:45 a.m. to 4:15 p.m. The PSLO shall endeavor to be on the high school campus by 8:15 a.m. and remain on campus until 3:45 p.m. When school is not in session, work hours are 8 a.m. to 4 p.m. Hours

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worked over eight (8) hours per day shall be considered overtime and will be funded 100% by the School District. Any modification from the schedule must have prior approval of the Lieutenant of Police or designee or High School Principal or designee. In the event of an emergency, the above individuals must be notified as soon as possible.

7. <u>EMERGENCY SITUATIONS</u>: In case of an emergency, major investigation or unforeseen circumstances in the community, a ranking officer of the police department may temporarily reassign the PSLO from the school in order to perform investigative, patrol or other assigned duties; however, the <u>officer_PSLO</u> will be returned to the school as soon as possible.

If the school closes due to inclement weather conditions or other unforeseen circumstances, the City has no obligation to assign the PSLO to a school.

- 8. <u>ABSENCES</u>: The Lieutenant of Police or designee shall notify the High School Principal or designee on any day the PSLO is not available to work because of illness or for any other reason. The PSLO shall notify the High School Principal or designee at least two weeks or as soon as practicable prior to planned absences.
- 9. <u>ACTIVITY REPORT</u>: The PSLO shall record activities on forms mutually approved by the City and School District.
- COMMUNICATION AND COLLABORATION: The PSLO, City and 10. School District are encouraged to work collaboratively to share information as permitted by applicable state and federal law when requested as pertaining to safety planning, when needed to operate a safe school, and for law enforcement purposes. Information shall be reported and provided in a timely manner and includes, but is not limited to, school incidents, related law investigation reports, and tips. Both parties recognize the need to preserve the confidentiality of certain law-enforcement related information. The School District understands that specific information may be withheld from disclosure when prohibited by law or when, in the discretion of the Chief of Police or his designee, such information shall not be disclosed for legitimate purposes such as, including information involving pending investigations, drug and gang activity, and other sensitive information that if disclosed may compromise specific public interests. The parties will cooperate with one another and may confercollaborate in advance of the issuance of any press releases by either party that involve actions of students while at school or on school grounds, or matters that originated by a referral or request by the School District for involvement of the PSLO or City law enforcement. In addition, the PSLO and the Police Department will consult with District administration prior to issuing any citations to District students for conduct on school property or arresting District students for conduct on school property. Similarly, the PSLO and the Police Department will advise administration

of the intent to execute any warrant on school property unless there exists an imminent threat or when the Police Department needs to execute a warrant under the circumstances of surprise.

- 11. <u>DRESS CODE</u>: The PSLO <u>will-may</u> wear a casual dress (not police uniform) during the school day including, for example, a casual open collar department approved polo shirt.
- 12. <u>WEAPON</u>: The PSLO is first and foremost a police officer and is required to carry a duty weapon while on assignment in the schools. The weapon may or may not be concealed from public view at the discretion of the PSLO. If certain circumstances require the officer to temporarily remove his or her weapon, it will be secured in a location that is readily accessible to the PSLO.

- 13. OFFICER EVALUATION: The High School Principal or designee may provide a performance evaluation of the PSLO to the Lieutenant of Police. The evaluation will be completed twice during the school year; once at the end of the fall semester, and once at the end of the spring semester. The performance evaluation will conform to Department Policy. Notwithstanding this paragraph, the Police Department expects the District to promptly notify the Chief of Police or designee of the facts involving any performance- related problem involving any member of the City of Verona Police Department.
- 14. <u>INCIDENTS</u>: Incidents occurring on school premises or at school related events that results in police intervention shall be investigated by the PSLO or other department sworn law enforcement officers. The PSLO shall conduct a police investigation and prepare incident reports in accordance with accepted law enforcement practices and departmental policies and procedures. School District administrators and employees are encouraged to shall call the Verona Police Department, the PSLO, or 911 to report incidents as they occur and shall notify the Verona Police Department of all incidents without delay. Further, School District administrators and security staff shall call 911 when the PSLO is in need of assistance and is unable to call for assistance on their own. involve the PSLO, Verona Police and/or call 911 as appropriate and when the situation warrants.
- 15. <u>OVERTIME</u>: Any overtime that is authorized <u>under this Agreement or by a school principal or other District administrator and the School District shall be funded 100% by the School District. Any overtime that is <u>solely</u> authorized by a ranking officer of the police department and <u>City</u> shall be funded 100% by the City.</u>
- 16. EXTRACURRICULAR ACTIVITIES: Participating or attendance at Eextracurricular activities of the school, such as athletic events, dances, etc., and requested extra patrols shall not be considered a normal function of the PSLO Program, unless mutually agreed upon by the officer and the High School Principal or designee. The officer shall not be used for security purposes in conjunction with an extracurricular activity. If security at an event or activity is required, the School District will shall request the department to provide a security function.
- 17. <u>GUIDANCE COUNSELING</u>: The PSLO shall not engage in academic guidance counseling activities and shall refer any students who require academic guidance counseling to the school guidance counseling staff.
- 18. <u>SCHOOL DISCIPLINE RULES</u>: The PSLO will not serve as a Verona Area High School (VAHS) administrator in the absence of VAHS staff but is expected to assist administration or designee when called upon in providing good order. The PSLO shall not prescribe school disciplinary sanctions but shall refer to administration disciplinary matters that he or she deems appropriate.

19. PSLO PROGRAM EXPECTATIONS: The Lieutenant of Police or designee and the High School Principal or designee shall meet at least once monthly to review and discuss the PSLO program and expectations.

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- 20. <u>EQUIPMENT AND FACILITIES</u>: The City will provide the PSLO all equipment normally provided to a police officer. The School District will provide private office space, telephone, desk and a secure file cabinet to enable the PSLO to perform the duties of the position. Property purchased by either the School District or the City will remain the specific property of the provider.
- 21. <u>COMPENSATION</u>: The compensation of the PSLO, including wages and fringe benefits shall be paid by the City based on the cost sharing provisions described in paragraph 23.
- 22. <u>LIABILITY</u>: Each party shall be liable for the acts of its own officers and employees. Each party does hereby agree to and does hereby indemnify and hold harmless the other party from any acts or omissions of its officers or employees which may give rise to any liability or claims of liability of damages, actions, or judgments with respect to the operation of the PSLO Program. Each party shall maintain policies of general liability insurance to cover its obligations in this regard.
- 23. COST STANDARD: The actual and necessary cost (including overtime as authorized in paragraph 1415) of the program will be paid 100% by the School District. The City will invoice the School District at the conclusion of each semester, i.e. mid-January for the fall semester, and mid-June for the spring semester. The District shall pay an additional \$3.00 per hour worked by the PSLO as PSLO, plus all related fringe benefit and overtime costs to this payment, to the City for purposes of compensating the PSLO. Where services are not provided by the City under this Agreement for the School District as a result of a school closure, the City shall not bill the District for services not performed by the PSLO during the period of closure or time that school is not in session.

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- 24. <u>DATA ON CITATIONS ISSUED</u>: The Verona Police Department will provide a summary report twice annually, within one month of the end of the semester. The summary report will detail the following general aggregate information involving citations issued based on Verona Police Department law enforcement activity at the schools of the District, unless prohibited <u>or subject to nondisclosure</u> by law:
- Number of citations issued for that time period;
- Number of citations issued in each category as defined by municipal code/state/federal statutes; and
- Demographic breakdown of each category. Demographic information to include minimally; age, gender, race.

25. TRAINING: The PSLO shall participate in at least 16 hours of professional development during the term of this Agreement as directed and required by Chief of Police and following recommendations from the School District. This professional development is in addition to the training and professional development required by the City and applicable state requirements for sworn law enforcement officers. This training will include, but is not limited to, de-escalation techniques for school-age students, PBIS, and equity training. The School District shall

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25. reimburse the City for all costs incurred, including compensation, for the PSLO's time in accordance with this provision. In addition, any City officers who may fill in for the PSLO and all officers who may respond to calls to the School District during school hours shall participate in at least 3 hours of professional development (beyond any training required by the City and applicable state requirements) to include de-escalation techniques for school-age students, PBIS, and equity training, and the PLSO will participate in said training as part of his/her 16 hours of professional development training.

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26. New High School. The new high school will be completed in August of 2020. With the completion of this new facility, new challenges and opportunities will arise. The City of Verona and School District shall establish coordination and communication policies between the PSLO and the School District security officers.

27. Body Cameras. The City anticipates purchasing body cameras for all Police Officers in 2021. Information and data from cameras will be released as permitted by applicable state and federal law when requested as pertaining to safety planning, when needed to operate a safe school, and for law enforcement purposes.

26. RESTORATIVE PRACTICES: The PSLO and the Verona Police Department will make every reasonable effort to participate in and initiate restorative practices involving VAHS students. This includes executing the MOU for Dane County Community Restorative Courts in order to implement a restorative process for those students over the age 17. The PSLO and the Verona Police Department shall work cooperatively with Dane County Time Bank Youth Court to ensure students under 17 years of age have a functioning restorative process that aims to reduce citations and arrests among VAHS students. The PSLO and the Verona Police Department should consider the practices of surrounding departments that currently utilize Dane County Time Bank, to mirror similar practices.

AMENDMENTS: This agreement may be modified by the mutual written agreement of the parties.

Dated this _____ day of _______, 2020.

CITY OF VERONA

By:______Luke Diaz, Mayor

Attest:______Ellen Clark, City Clerk

VERONA AREA SCHOOL DISTRICT

Ву:	Tom Duerst, Board Clerk
Attest:	Dean Gorrell, District Administrator