

Memorandum of Understanding

Between

The Wauwatosa Police Department and The Wauwatosa School District

For The School Resource Officer Program

I. PURPOSE OF MEMORANDUM OF UNDERSTANDING:

This Memorandum of Understanding ("MOU") formalizes the partnership agreement between the Wauwatosa School District and the Wauwatosa Police Department regarding the School Resource Officer (SRO) program. The SROs are primarily stationed at Longfellow Middle School, Whitman Middle School, East High School and West High School; the program services all Wauwatosa School District (K-12) schools. The SRO Program is designed to promote a safe and healthy school environment and create strong and positive relationships between the Wauwatosa School District, the Wauwatosa Police Department and the community. Both parties are committed to this collaborative effort and share the responsibility of school safety and must work together with complementary policies and procedures.

This memorandum of understanding is effective upon approval of the contract.

The parties agree that an effective SRO Program defines the role of the School Resource Officer within the context of the educational mission of the school district; program principles, distinctions between disciplinary misconduct to be handled by school officials and the criminal offenses, non-criminal/municipal law violations to be handled by law enforcement; information sharing; SRO training requirements and the duration and modification of agreement.

The signatories agree to the following:

II. ROLE OF THE SCHOOL RESOURCE OFFICER (SRO):

The role of the School Resource Officer within the Context of the Educational Mission of the Wauwatosa School District:

- To provide a cooperative effort between the Wauwatosa School District and the Wauwatosa Police Department by being accessible and responsive to the needs of students, staff and the community. The SRO shall be integrated into the school community and will work to establish positive relationships with students, parents, school administrators, faculty and staff.

- The SROs may wear a police uniform and carry their Department issued equipment, including a firearm, while on duty in the schools. In an effort to help students see the SRO as more approachable, the SRO may exercise personal discretion based on their own level of comfort in wearing business casual clothes or a "soft uniform" while in this position.
- To promote and assist school officials in maintaining a safe school environment that is free from prejudicial treatment. The SRO will be a positive role model for students which helps to enhance the relationship between law enforcement and youth in the community.
- Demonstrate commitment to principles of Restorative Justice, and non-punitive resolutions whenever possible in working with school-age youth.
- To deal with municipal or criminal law issues, not to enforce school discipline or punish students. An SRO will not act in the capacity of the school administrator. The SRO will refrain from discussing any school consequences with students or families when school discipline is anticipated. SROs will also defer to school administrators for the scheduling of guardian/student meetings made for the purposes of school discipline only. Absent a real and immediate threat to student, teacher or school safety and absent where formal law enforcement is deemed appropriate, building-level school administrators shall have the final authority in the building.
- To be integrated into the school community through school related activities / events, staff and student organizational meetings and participation in all appropriate school training(s) to increase their level of competency in effectively advancing the Wauwatosa School District's mission in the context of his or her duties.
- To provide additional resources to the school through presentations and programs for students, school staff, guardians and the community which focus on legal issues and / or prevention, health and safety topics.
- To collaborate with school administrators / personnel to assist with habitual truancy. The SRO will assist in developing plans and procedures to coordinate the responses to the problems, as defined under Sec. 118.16(1)(a), Wis. Stats., with public and private social services agencies. Only in extraordinary circumstances will truancy cases be referred to the District Attorney.
- To coordinate training involving law enforcement agencies and the school which will create an increased ability to plan for and respond to emergencies. This will include assisting in the development and implementation of an effective School Threat Assessment and Reunification process at all schools.
- Serving as an immediate resource for staff and students.

PROGRAM PRINCIPLES:

A: The parties agree to the following governing principles relating to the operation of the SRO Program:

1. The vast majority of student behavior / misconduct can be best addressed through classroom management, restorative practices and maintaining a positive school environment within the school community rather than by involvement of law enforcement.
2. Both parties agree that they will distinguish between disciplinary infractions, which are handled by school administrators and illegal conduct, which may be handled by law enforcement.
 - a. Absent a real and immediate threat to student, teacher or public safety including: disturbance / disruption of schools or public assembly, loitering, profanity and fighting that does not involve physical injury or weapon, response shall be handled by school officials rather than law enforcement.
 - b. When administration determines it is necessary to engage our SRO's into the investigation of a potential criminal situation at school, administration shall contact the SRO to assist with the situation.
 - c. When a student makes a verbal or written threat of school violence in a school environment, staff will follow all obligations under Act 143 for reporting to law enforcement.
 - d. The response to school disruptions should be reasonable, consistent and fair across the school district. Appropriate consideration should be taken of relevant factors such as the age of the student and the nature and severity of the incident.
 - e. While it may be necessary for an SRO to get involved in an incident, it does not mean that infractions must result in punitive outcomes including tickets and / or students being taken into custody.
 - f. In the event a patrol officer needs to respond to a school matter through dispatch or upon request from school administration, every attempt will be made to consult with the SRO or supervisor of the SRO program.
3. Students should not be taken into custody at school except where a youth poses real and immediate threat to student, teacher, public safety or pursuant to a warrant or a significant crime.

- a. When an arrest becomes necessary for a crime or ordinance violation that occurred on school property, the SRO will communicate with the administrator(s) that the student is going to be taken into custody or has been taken into custody.
- b. SROs should make reasonable efforts to avoid making arrests or taking students into custody on the school premises.
- c. Whenever possible and if necessary, students should be taken into custody out of sight and sound of other students.
- d. As soon as practicable and appropriate, the school administration will collaborate with law enforcement regarding contacting the parent/guardian of the student who is subject of an investigation or potential witness. If the administrator is unable to make contact with the guardian, questioning may continue and the administrator shall continue with follow-up attempts to make contact.
- e. If an administrator believes a violation of law has occurred or is about to occur that may impact the safety of the school, the administrator will confer with the SRO.
- f. If an administrator believes or has reason to believe a student has a weapon, the administrator will notify the SRO. The SRO will then investigate and search for any weapons if necessary to the extent the law allows. To ensure staff and student safety, only law enforcement should search a student for weapons.
- g. If the investigation focuses on a particular student as a suspect of violation of law, the administrator and the law enforcement officer shall abide by their respective policies and guidelines with respect to any interrogation, search and arrest.
- h. If an outside police agency wishes to interview or arrest a student, the SRO will act as a liaison between that agency and the school to coordinate any interactions between the two entities. Upon being informed of the collaboration of law enforcement agencies by the SRO, school administrators will contact the guardian as soon as appropriate and practicable.
- i. The SRO will notify the administrator(s) of the need for an investigatory interview of a student (suspect) on school property. The administrator shall be present during the interview unless the law enforcement officer, student or his/her guardian requests that the school official not

be present. The administrator will refrain from asking the suspect any questions during the police interview until the SRO or any other police investigator asking questions indicates additional questions are allowed. As soon as practicable and appropriate, the school administration will collaborate with law enforcement regarding contacting the parent/guardian of the student who is subject of an investigation or potential witness. If the administrator is unable to make contact with the guardian, questioning may continue and the administrator shall continue with follow-up attempts to make contact.

See Appendix A (Sensitive Crimes) for ALL procedures related to handling sensitive crimes.

- j. The School District agrees to grant SROs and the Police Department access to the District owned surveillance camera system to the extent there is no violation of student privacy rights under state law. Police Department access will be utilized in the event that a command post is deemed necessary for an emergency.
5. The SRO will be present and available to school personnel and students Monday -Friday during school hours.
- a. Hours during the school day will be agreed upon and communicated between the Building Principal and the Director of School Safety.
 - b. Time spent by SROs in court and attending mandatory training shall be considered as worked hours. It is also understood and agreed that on occasion, SROs will need to leave school to assist with emergencies in the city when the safety of the public or other officers is in jeopardy.
 - i. If SROs are leaving schools for city emergencies the school building will be notified and put into the appropriate safety measure if needed.
 - c. It is understood that the SROs are scheduled to work a total of eight hours per day (notwithstanding overtime). This includes the SRO starting and ending their shift at the police department. Therefore, it is not feasible for the SRO to be present in a school building at both the beginning and the end of the school day unless the extended day has been pre-agreed upon or circumstances evolve that require it.
 - d. On occasion SROs may be tasked with responding to a private school in the community for an investigation and/or emergency training.

6. During summer school, if police department staffing allows, one SRO will be assigned to rotate through the schools daily at no additional cost to the School District.

III. INFORMATION SHARING:

The Wauwatosa 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. The SRO may only re-disclose student records information consistent with FERPA and Wisconsin pupil records law.

Records created and maintained by an 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 - 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.)

1. Access to Education Records

- a. The confidentiality of student records is established in state and federal law and school officials have the responsibility to justify the release of such confidential information.
- b. The School District shall share the attendance record of any student that is subject to investigation for truancy or criminal or delinquent act.
- c. The School District will share directory data, which may include the student's name, address, telephone listing, date and place of birth, participation in officially recognized activities and sports, period of time the student is / was enrolled in school, and photographs in compliance with the Wisconsin state law and the Family Education Rights and Privacy Act (FERPA).
- d. The School District will disclose information in a student's record if the SRO has a "legitimate educational interest," which includes 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 taking into consideration 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, to the extent allowed by law.

2. Access to Police Records

- a. The School District or school administrators may request police records of a student enrolled within the district from the Police Department. Administration and the Police Department will act in accordance with all state and federal laws in regards to releasing any juvenile records.
- b. The Police Department may release records of a student enrolled in the School District to the School District, in accordance with all state and federal laws, on its own initiative or at the request of the School District, specifically including:
 - i. The use, possession or distribution of alcohol or controlled substances
 - ii. The illegal possession by a juvenile of a dangerous weapon
 - iii. An act for which the juvenile was taken into custody based upon a law enforcement officer's belief that the juvenile was committing or had committed a violation of any state or federal law
 - iv. An act for which the student has been adjudged delinquent.
- c. The School District shall not disclose the information received under this section to the student or parents / guardians of a student without first receiving acknowledgement from the Police Department that disclosure will not adversely affect an ongoing investigation.

3. Data Sharing

- a. The SRO/Wauwatosa Police Department shall maintain activity reports that are accessible to the district at all times. These reports will include demographic information such as disability status, school, grade level, and race. The District Administration will submit summaries of these reports to the Wauwatosa School Board on a monthly basis. A summary for SRO interactions will be documented to include: each incident where some level of law enforcement action was taken shall include:
- b. A brief description of all incidents, including:
 - 1. Police Calls including: call number, complainant, brief description, disposition, and the number of student searches

2. The number of students questioned
 - a. The number of citations, physical arrests and other referrals to the juvenile justice system
3. SRO interaction to schools outside of the Wauwatosa School District
4. Officer interactions that were turned back over to the school and/or guardian
5. SRO presentations and engagement sessions
6. A secure document with limited access will be stored on a School District server and used for maintaining a log of each incident.
 - a. The School Resource Officer Program will be assessed annually by the Superintendent and District Safety and Director of School Safety for the Wauwatosa School District
7. The Board of Education will be provided an annual report regarding the SRO Program. The Wauwatosa School District will develop the annual report based on the data provided by the Wauwatosa Police Department.

IV. SCHOOL RESOURCE OFFICER TRAINING REQUIREMENTS:

1. The SRO will complete the 40-hour Basic SRO course instructed by the National Association of School Resource Officers prior to or as near as possible to their appointment to the position.
2. The SRO shall receive additional training as is necessary to permit the effective advancement of the school district's educational mission in the context of his or her duties as SRO. The parties agree that the assigned SROs should receive training in the following areas:
 - a. Ongoing Police training (including active assailant training)
 - b. District goals / values and beliefs including:
 - i. 12 hours of culturally responsive training provided by the District annually

- ii. 12 hours of restorative justice training provided by the District annually
 - iii. Crisis Prevention Institute (CPI) de-escalation training provided by the District bi-annually
- c. Restorative practices
- d. Cultural competency. Including implicit bias, microaggressions and stereotype threat
- e. Trauma informed practices
- f. De-escalation techniques
- g. Federal and State anti-discrimination and special education laws
- h. Compulsory attendance
- i. Overview of mental health first aid / intervention
- j. Community resources and treatment options for youth coping with substance use disorder and / or mental health issues
- k. The provisions of Wisconsin law-pertaining to the use of seclusion and restraint by school personnel
- l. Understanding and protecting civil rights in schools
- m. District Standard Response Protocol and Reunification

V. STRUCTURE AND FUNDING OF SRO PROGRAM

1. The Wauwatosa School District will pay an agreed upon rate for the hours worked by SROs in the school district. The district will pay for the actual hours worked, based on a 40-hour work week. The City will invoice the District quarterly. Invoices will be paid within 30 days of receipt.
 - a. Hourly rate is linked to the collective bargaining agreement between SRO and the City of Wauwatosa.
 - i. **See Appendix B for an explanation of the pay scale.**

2. The placement of the School Resource Officer expenses in the Community Services Fund (Fund 80) is a local decision based on the following characteristics:
 - a. The individual's primary responsibility is not to provide school SECURITY; and
 - b. The job description/agreement with direct employer of the individual specifies that:
 - i. The jurisdiction of this position is not confined to the walls of the school;
 - ii. This individual communicates with service groups, churches, other municipal teams, local businesses and citizens to assist them in understanding the student issues in the community;
 - iii. The work schedule of this position is NOT limited to the work hours of the school day;
 - iv. Students reach out to this individual about issues on and off school property; and
 - v. There is a concerted effort to document this as a community-wide program and this documentation will be available to auditors.
3. When and if schools are closed for an extended period of time, the district will not be financially responsible for the pay of the SROs, including virtual learning. Anytime the District is closed for Three (3) consecutive days they will not be financially responsible.
 - a. If an SRO is out for more than Three (3) consecutive days the Police department will provide an interim replacement or reduce the bill accordingly.
3. A separate billing will occur for overtime requests for special school events that occur outside of school hours (such as sporting events, dances, run/walks etc.).
 - a. **See Appendix B for an explanation of the overtime rate.**
4. Training(s) recommended and requested by the School District will be covered by the District.
5. The School District will provide to the SROs: District Two Way Radio, Computer and confidential space.
6. ~~Four (4) School District SROs will report to a Police Department Supervisor,~~
Building Principal and Director of School Safety.

- a. If Police Department Staffing needs change an agreement will be made between the School District and the Wauwatosa Police Department to modify the number of SRO's.
7. The SRO(s) will be present and available to school personnel and students Monday -Friday during school hours. They will be stationed at Longfellow Middle School, Whitman Middle School, East High School and West High School. The program services all Wauwatosa School District (K-12) schools.

VI. SRO EMPLOYMENT

1. The School Resource Officer shall remain an employee of the Wauwatosa Police Department and be subject to the command of the Wauwatosa Police Department.
2. The School District and Police Department shall agree on the appointment and continued assignment of the SROs and each reserves the right to end the agreement. In the event the desire to end the agreement exists, written notice shall be provided to the other party with a brief explanation as to the reason for the rejection or termination of the agreement.
3. The Police Department will select the SRO and assign the officer to work in specific schools. Prior to selection, the Police Department will provide school administration the opportunity to interview the candidates and provide input on the selection. The Chief of Police, or his or her designee, will have final authority over the selection process.
4. The SROs may wear a police uniform and carry their Department issued equipment, including a firearm, while on duty in the schools. The SRO will exercise personal discretion based on their own level of comfort in wearing business casual clothes or a "soft uniform" (consisting of school spirit wear) while in this position.
5. The Wauwatosa School District has the right to request a change in an SRO following discussions for change that may be beneficial to both parties.
6. Grievances and/or complaints regarding an SRO and/or an administrator will be handled jointly by the Chief of Family and Pupil Services and Administrative Lieutenant or Captain of the Wauwatosa Police Department.
 - a. Immediate notification of grievance and/or complaint shall be provided to the Police Department upon being reported.

7. Applicants to the Wauwatosa School District SRO program must submit a letter of interest to the Police Department stating:
 - a. Interest in working with youth
 - b. Previous assignments or experiences that demonstrate their suitability for the assignment
 - c. They are available to school personnel and students Monday -Friday during school hours. Stationed at Longfellow Middle School, Whitman Middle School, East High School and West High School, the program services all Wauwatosa School District (K-12) schools
 - d. Knowledge of the SRO program
 - e. Number of years the candidate has been in law enforcement
 - f. Number of years with the department
 - g. Volunteer work in the community
 - h. Two letters of recommendation from community members or co-workers
8. All candidates for the School Resource Officer position agree to full participation in the following aspects of the selection process:
 - a. A formal discussion between the Superintendent of the Wauwatosa School District or designee with the officer's current supervisor or designee
 - b. A formal review of the memo of interest and all information outlined above by the Superintendent of the Wauwatosa Schools and School Representatives
 - c. An interview with other School Resource Officers, School District Administrative team representatives

VII. DURATION AND MODIFICATION OF AGREEMENT:

This memorandum of understanding shall become effective immediately upon execution by signature and remains effective for one 3 years, whereupon it must be reviewed at the start of each cycle by all signatories or their successors before being renewed.

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 in the Wauwatosa School District at the completion of the current school year.

Signed on the _____ of _____ 20_____

For the Wauwatosa School District:

D. R. A. Means

Superintendent

10/3/2024

Date

For the Wauwatosa Police Department:

[Signature]

Chief of Police

10/04/2024

Date

For the City of Wauwatosa:

City Attorney

Date

APPENDIX A

SENSITIVE CRIMES

For the purpose of school investigations, a sensitive crime pertaining to a student can be defined as: any allegation or act of sexual assault; any allegation or act of sexual contact or inappropriate touching (above or beneath the clothing), any allegation or act of nude images being shared electronically or by any other means by persons under 18.

PROCEDURE

When a report of a sensitive crime has been made to an Administrator, the Administrator shall:

- Take only a limited statement regarding the allegation
 - Care should be taken in not “re-victimizing” a victim by asking probing questions.
 - Once a general understanding of the alleged complaint is known, stop any questioning and stop the victim from describing the incident any further (law enforcement or a forensic interviewer will take a detailed statement from the victim later).
- Collect the names of the parties involved
- Establish where the incident occurred
- Establish when the incident occurred
- Immediately report the information to the School Resource Officer or law enforcement

After the above information is collected and reported, the Administrator will refrain from doing any of the following unless approval has been obtained from law enforcement:

- Interview the victim any further
- Interview the suspect
- Interview any witnesses
- Contact parents (see below)

INTERVIEWS

An administrator may be present for any interview conducted by law enforcement on school property unless the law enforcement officer, student or his/her guardian requests that the school official not be present.

- As soon as practicable and appropriate under the circumstances, the administrator and law enforcement shall confer regarding contacting the guardian(s) of any student, whether the student is a subject of the

investigation or potential witness. If the administrator is unable to make contact with the guardian(s), questioning may continue and the administrator shall continue with follow-up attempts to make contact.

- A decision whether to take a student into custody is the decision of the law enforcement officer. In rare circumstances, law enforcement may take the suspect into custody to be interviewed at the police department. In these cases, law enforcement will provide a summary or a police report regarding the suspect's statements/actions to the District within 24 hours of the arrest.

ONGOING INVESTIGATIONS

In cases where the interview of the victim will take place at a later date (i.e., a forensic interview to be scheduled later) or when the suspect has not been immediately taken into custody, the District will decide what method is best to separate the victim and suspect when both students attend the same school.

APPENDIX B

EXPLANATION OF PAY SCALE

The School District will pay 75% of the wages for the SROs.

The formula to determine the pay rate is as follows:

- The hourly rate of the SRO will be multiplied by 80 (hours) to determine the Bi-weekly Rate.
- The bi-weekly rate will be multiplied times the number of Pay Periods in a year (26.0 [or 26.1 or 26.2]).
- This total will be multiplied by the number of officers currently assigned to the SRO unit to accommodate each SRO and will determine the Annual Wages.
- The Fringe Benefit will be added to the annual wages to determine the Annual Billing.
- 25% will be subtracted from the annual billing amount to determine the School Portion that will be paid by the District annually.
- The school portion will be divided by 4 to determine the Quarterly Billing amount.

OVERTIME RATE

The overtime rate for SROs is calculated by multiplying their hourly rate by 1.5 (time and ½). This total will be multiplied by 1.1975 to account for fringe benefits.

Overtime rates are charged when the SRO is asked to work a special event sponsored by the school that occurs outside of regularly scheduled school hours (i.e., sporting events, dances, etc.).

