

**CITY OF EDGERTON
CITY HALL
12 ALBION STREET
PERSONNEL COMMITTEE**

Monday, November 21, 2022 at 6:30 p.m.

NOTICE: The meeting noticed above will also be live streamed on a Zoom platform: To view the meeting, please select the link to the meeting listed on the **calendar events** on the City website's home page at www.cityofedgerton.com. Due to occasional technical difficulties, citizen participation via Zoom may not be possible.

1. Call to Order; Roll Call.
2. Confirmation of Meeting Notice posted Friday, November 18, 2022.
3. Consider October 17, 2022 minutes.
4. Consider Security Resource Officer Agreement.
5. Consider New Patrol Officer position at Police Department.
6. Staff reports.
7. Adjourn.

cc: Mayor
Department Heads

All Council Members
Newspapers

NOTICE: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Administrator's office at least 6 hours prior to the meeting to request adequate accommodations. Telephone: 884-3341

**OCTOBER 17, 2022 PERSONNEL COMMITTEE MEETING MINUTES
CITY OF EDGERTON**

Chairperson Candy Davis called the meeting to order at 6:30 p.m.

Present: Jim Burdick and Candy Davis

Not Present: Sarah Braun

Others Present: City Administrator Ramona Flanigan, Municipal Services Director Howard Moser, Library Director Kirsten Almo, Police Chief Robert Kowalski, Mayor Christopher Lund, Alderman Tim Shaw, City Employee Curt Gilbertson, and citizens.

MINUTES: A Jim Burdick/Candy Davis motion to approve the September 22, 2022 Personnel Committee meeting minutes passed on a 2/0 roll call vote.

CONSIDER PROMOTION FOR DPW WORKING FOREMAN POSITION:

Municipal Services Director Howard Moser stated that this position was created a while ago but didn't have any applicants. After discussions it was decided to repost the position and one application was received from Curt Gilbertson. Moser stated that Curt has been with the department for 13 years and is skilled, hardworking, and manages the daily operations of the parks. He feels he would be a good fit for the position. Alderperson Candy Davis asked if there is a backup plan if this promotion didn't work out. Moser stated that he feels that will not be an issue but if that did happen the department would make adjustments as needed.

A Davis/Burdick motion to approve the promotion of Curt Gilbertson to the DPW Working Foreman position passed on a 2/0 roll call vote.

CONSIDER PERSONNEL POLICY MANUAL AMENDMENT REGARDING TRAVEL REIMBURSEMENT AND GRATUITIES:

A Davis/Burdick motion to approve the amendments regarding travel reimbursement and gratuities passed on a 2/0 roll call vote.

Being no other business before the Committee, a Candy Davis/Jim Burdick motion to adjourn passed, all voted in favor.

Ramona Flanigan/Ino
City Administrator

Memo

To: Personnel Committee
From: Staff
Date: 11/17/2022
Re: November 21, 2022 Meeting

School Resource Officer Agreement: Included in your packet is the agreement with the school district for the new School Resources Officer position. Those provisions thought to be of most interest to the Committee have been highlighted.

New Police Patrol Position: With the creation of the SRO position and the assignment of one of our existing officers to that position, the Chief is requesting to create a new patrol position. The personnel policy requires the committee recommend to council the creation of a new position. The 2023 budget includes the cost difference for the new officer and the schools payment of 75% of the SRO wages and benefits.

**AGREEMENT
SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, by and between the City of Edgerton (the “City”) and the Edgerton School District (the “District”) (collectively the “Parties”) is entered into on this ____ day of _____, 2022.

Recitals

WHEREAS, the Parties wish to implement a School Resource Officer Program (“SRO Program”) in District schools; and

WHEREAS, the SRO Program is intended to provide a proactive approach to addressing problems and issues that youth in District schools experience which can lead to negative involvement with law enforcement officers; and

WHEREAS, the Parties desire to provide a safe educational environment, enhance communication, understanding; and provide positive relationships between law enforcement, schools, and youth in the community; and

WHEREAS, the Parties wish to enter into this Agreement to clearly outline the respective understandings and responsibilities of the parties under the SRO Program.

NOW, THEREFORE, in consideration of the foregoing recitals that are incorporated into and made a part of this Agreement, the promises, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and District agree as follows:

(1) School Resource Officer.

- a) The City shall supply one school resource officer (“SRO”) who shall be primarily assigned to the Edgerton High School but may be asked to provide service to any District school.
- b) The SRO shall be a sworn law enforcement officer. When an SRO is initially assigned to the District, the City’s Chief of Police and the District’s Superintendent shall confer on that SRO’s assignment to the District, subject to review by the City’s Police Commission. The District’s Superintendent or designee shall meet with the City’s Chief of Police or his/her designee to resolve any disputes related to the selection of the SRO. In the event of an impasse regarding the selection of the SRO, the City’s Chief of Police shall have the final say as to the selection of the SRO, subject to the rights of the District provided by this Agreement.
- c) Notwithstanding any other provision of this Agreement, the SRO, while working as an SRO pursuant to this Agreement, is solely and exclusively an employee of the City of Edgerton Police Department and shall not be considered an employee of the District or its schools. Unless otherwise expressly and unambiguously stated to the contrary, all duties and

responsibilities attendant to the City's status as the SRO employer including payment of salary including overtime, worker's compensation insurance and provision of benefits shall be the City's responsibility.

- d) The District shall have the right to remove the SRO from assignment within the District in the reasonable discretion of the District's Superintendent.

(2) **School Resource Officer Duties.**

The SRO's duties shall encompass all duties of City of Edgerton police officers subject to all policies, rules and regulations of the City of Edgerton and Edgerton Police Department.

- a) **Primary Responsibilities** - Except as otherwise provided in this Agreement, the SRO shall report to his/her assigned school each day that school is in session at a predetermined time and shall be present and available for SRO duties during that time. The SRO will respond and investigate any evidence or allegation relating to violations of the law or threats to the public health or safety in accordance with his or her training and Police Department policy, recognizing the difference between student discipline matters and matters of safety and security warranting formal law enforcement intervention. In general incidents not involving a real and immediate threat to a student, a teacher, or public safety, incidents involving public order offenses by students (including, but not limited to, disturbance/disruption of schools or public assembly; loitering; profanity; and fighting that does not involve physical injury or weapon) do not warrant formal law enforcement intervention, but rather shall be considered student discipline matters and referred to the District Administration for a response. The SRO shall only be involved in student discipline matters at the direction of the District Administration. SRO are responsible for the majority of law enforcement activities occurring at the school during school hours. The SRO is not to issue school discipline or enforce District policies other than to the extent that such policies represent a violation of state law or City code. A determination of whether an activity raises to the level of a law enforcement activity should be made in consultation with a school administrator. Parents, students, teachers, and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO. While enforcement is a role of SRO, alternatives to arrest should be used whenever possible.
- b) **Collaboration** - The SRO shall serve on school Threat Assessment Teams, regularly communicate with administration about safety and security concerns, and collaborate with school officials to conduct yearly safety assessments.
- c) **Fostering Positive School Climate/Crime Prevention** - One of the primary roles the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional

resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities and make recommendations for changes to the District. Implementation of changes shall be in the discretion of the District.

- d) **Education** – The SRO will enroll and successfully accomplish the Basic School Resource Officer training program when available. The SRO will maintain certification throughout their tenure in this position. SRO will participate in the school community by providing or coordinating educational opportunities and providing presentations for students, staff, parents and other community members. The education provided or coordinated by the SRO will encompass the knowledge and experience associated with the role of a law enforcement officer. This education will be paid for by the City.

- e) **Activities** - The SRO shall cooperate and coordinate with the District’s School Principal(s) and other relevant staff to determine the SRO daily activities within the SRO respective school consistent with the purposes of this Agreement and the SRO duties as a law enforcement officer. Any disagreement or conflict shall be resolved by the Chief of Police in consultation with the School Principal and District Superintendent provided that District policies shall control in the absence of a compelling law enforcement concern (including personnel management concerns) that is fundamentally incompatible with a District policy. Daily activities may include:
 - 1. Keeping regular office hours and providing opportunities for students to meet with the SRO.
 - 2. Meeting with students, collaborating with administration and other school personnel and providing presentations to proactively address problems including those relating to alcohol, tobacco and other drug use, crime prevention and personal safety.
 - 3. Maintaining a visible presence at the SRO school.

- f) **Communication** - The City through the Chief of Police and Executive Police Command Staff and the District through the Superintendent, School Principals and other administrators agree to meet as needed to address any issues relating to the SRO program and to further define SRO duties.

(3) **Emergency Powers Unaffected.** Notwithstanding any provision in this Agreement to the contrary, the Chief of Police shall retain the authority to temporarily suspend the City’s participation in this program and reassign the police officer assigned to the program in the event the Chief of Police determines such suspension and reassignment are necessary for the health, welfare, safety and best interest of the community, or such is required by the City Council, City Ordinance, state law, or other exigent or compelling circumstances. In cases of a reassignment under this Section longer than a single incident per school year of no more than two consecutive workdays from the school, the District shall not be charged for wages and benefits for those days.

This section does not affect the renewal provisions of this Agreement.

(4) **Payment for Services.** The District agrees to reimburse the City seventy-five percent (75%) of each SRO officer's salary and fringe benefits (FICA, retirement, workers compensation, health insurance, dental insurance, life insurance, holidays and sick leave). Additionally, the District shall reimburse the City one hundred percent (100%) of the SRO's overtime incurred at the direction of the District's Superintendent or designee. Auto equipment, maintenance and supplies will be the responsibility of the City, as will be the clothing and uniform allowance. If during the periods of this Agreement the contract between the City and the bargaining unit for sworn officers of the City police department changes the SRO's salary and fringe benefits described above, the District agrees to reimburse the City based upon any changes in that collective bargaining agreement. The City agrees to provide an estimated amount of the District's annual expenses under this contract at the time of signing and any time that estimated amount changes. The City shall invoice the District for those hours that the SRO is assigned to the District. The City shall invoice the District no more frequently than every four (4) weeks.

(5) **Absences.** The SRO or Police Department shall promptly notify the School Principal in the event the SRO will be unavailable to his or her assigned school because of illness, required training or other reason. When the SRO is absent, the Police Department will provide an alternate SRO to the school district if Department staffing levels permit. Otherwise, the City will provide a point of contact to the District should law enforcement matters arise in the District during the SRO's absence.

(6) **Records.** All records in the possession, custody and control of the SRO shall be deemed law enforcement records and the SRO and City shall be solely responsible for the custody, maintenance, retention and production of such records. Records created by the SRO may include body camera recordings from body cameras worn by the SRO. Use of body camera equipment shall be used for law enforcement purposes only.

(7) **Confidentiality.** The City and the District enter into this Agreement in order to protect the confidentiality of pupil records as required by law, while providing for the lawful disclosure of pupil records and information with the Police Department to the extent permitted by law, to serve the interests of pupils and all other concerned parties.

The exchange of information is for the purpose of investigating and in some cases prosecuting acts including but not limited to truancy, theft, harassment, assault, drug or alcohol possession, use and/or distribution, or other acts in violation of local ordinances or state statutes, and assisting the District with administrative hearings.

It is understood and agreed that this Agreement is an Interagency Agreement that authorizes the Police Department to routinely disclose information to the District as permitted by Wis. Stat. § 938.396(1).

For purposes of SRO access to education and pupil records, the District designates the SRO as a school official with a legitimate educational interest in accessing education records under the Federal Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g, and in accessing pupil

records under Wis. Stat. § 118.125(2)(d). The District may provide the SRO with access to education and pupil records information maintained by the District only as needed by the SRO to perform his/her duties as SRO. Such information may include student behavior intervention plans and student safety plans. The SRO may also be granted access to education and pupil records information in the event of an emergency situation threatening the health or safety of a student or other individual. The SRO may only re-disclose education or pupil records information consistent with FERPA and Wisconsin pupil records law.

Records created and maintained by the SRO for the purpose of ensuring the safety and security of persons or property in the School District, or for the enforcement of local, state, or federal laws or ordinances shall not be considered education or pupil records—even when such records may serve the dual purpose of enforcing school rules—and are not subject to the same prohibitions of access or disclosure by the SRO.

(8) **District Review of SRO Performance.**

Each District Principal will provide to the Chief of Police, in December of each year, a performance evaluation report of the SRO(s) assigned to their building. The evaluation shall be in a format mutually agreed upon by the District Principals and the Chief of Police.

(9) **Term and Renewal.** This Agreement commences the date last executed by the Parties and is intended to expire on June 30, 2027. This Agreement will automatically be renewed for each school year unless either party provides written notice to the other on or before the July 1st immediately preceding the start of any school year indicating its decision not to continue or renew this Agreement. Additionally, either party can provide at least 60 days of written notice of termination of the agreement to the other. This Agreement will then end at the date specified in such notice.

(10) **Liability and Indemnity.**

- a) Each party hereto shall be solely responsible and liable for the act(s) and omission(s) of its own officers, employees, officials, agents, representatives and members.
- b) Each party shall provide proof of liability insurance as set forth below and name the other party as an additional insured on their respective liability policies:
 - General Liability
 - \$1,000,000 each occurrence
 - \$1,000,000 personal and advertising injury
 - \$1,000,000 general aggregate
 - Auto Liability Insurance
 - \$1,000,000 Combined Single Limit
 - Umbrella Liability Insurance on a following form basis
 - \$4,000,000 each occurrence
 - \$4,000,000 aggregate
 - Any combination of underlying coverage and umbrella equaling \$5,000,000

- Workers Compensation Statutory Limits with a waiver of subrogation in favor of the District.
- c) The Parties agree that, by virtue of entering into this Agreement, no participating party is assuming any liability associated with or any role in supervising or directing the activities, programs or operations of any of the other participating parties, and nothing in this Agreement is intended to create any relationship of third-party beneficiary, principal or agent, joint venture, partnership or similar association. At all times during the term of this Agreement, to the fullest extent allowed by the laws of Wisconsin, each participating party shall indemnify, hold harmless and defend the other party to this Agreement against any and all liability, loss, damages, costs or expenses, including court costs and attorneys' fees, which the party to the Agreement may sustain, incur or be required to pay by reason of any acts or omissions of the indemnifying participating party or its employees, volunteers or agents, that are in any way related to this Agreement. This section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from acts or omissions of the party seeking indemnification, its officers, employees, or representatives.
- d) Nothing contained within this Agreement is intended to be a waiver or estoppel of either party or their insurer to rely upon the limitations, defenses, and immunities afforded to the party by Wisconsin Law. To the extent that indemnification is available and enforceable, neither the party nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal and other governmental claims established by Wisconsin Law.

(11) **Good Faith.** Each of the parties hereto shall be subject to the duty of good faith and fair dealings in the implementation, execution and performance of the terms of this Agreement.

(12) **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless as a result the purpose and intent of this Agreement shall thereby be substantially and essentially impaired. In the event that any provision is invalid or enforcement or compliance therewith has been restrained as above set forth, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

(13) **Entirety of Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by each party.

(14) **Draftsman.** This Agreement is the result of an arm's length negotiation and in resolving any ambiguity in this Agreement, none of the parties hereto shall be deemed to have been the draftsman hereof.

(15) **Headings.** Paragraph headings have been inserted for the convenience of reference only. If there shall be any conflict between any such heading and the text of this Agreement, the text shall

have control.

(16) **Force Majeure.** The participating parties are excused from performance to the extent and for the period that required performance is prevented, delayed or hindered by a force majeure occurrence. A force majeure occurrence is defined herein as a situation in which the performance of any obligation under this Agreement by either party hereto is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of a party, each party shall not be responsible to the other party for failure or delay in performance of its obligations under this Agreement. Each party hereto shall promptly notify the other party of such force majeure condition. The terms of this paragraph shall not excuse, but merely suspend, any party from its duty to perform the obligations under this Agreement until as soon as practicable after a force majeure condition ceases to exist; provided, however, that in the event that such condition extends past the expiration date set forth in this Agreement, and the District does not desire to continue with the engagement contemplated by this Agreement after such condition ceases to exist, it may terminate this Agreement by written notice in accordance with the terms and conditions of this Agreement.

(17) **Authority.** By signing below, each person hereby represents that he or she has the authority to sign this Agreement and bind the party to adhere to its terms.

(Signatures on next page)

Dated this _____ day of _____, 2022.

CITY OF EDGERTON

Chris Lund, Mayor

Ramona Flanigan, City Administrator

EDGERTON SCHOOL DISTRICT

Dennis Pauli, Superintendent