

Intergovernmental Agreement

Police-School Liaison Program

between

City of River Falls

and

School District of River Falls

WITNESS this Agreement made this 1st day of September 2006, by and between the City of River Falls, a Wisconsin municipal corporation, 115 E. Elm Street, River Falls, Wisconsin, herein referred to as "City", and the School District of River Falls, 852 East Division Street, River Falls, Wisconsin, herein referred to as "School District."

1. **Purpose:** The purpose of this Agreement is to implement a joint proactive program between the City and the School District, which promotes and enhances safe and healthful educational environments and facilitates the general health, welfare and safety of the community. This Agreement is enacted pursuant to Section 66.30 of the Wisconsin Statutes.
2. **Term:** The initial term of this Agreement shall commence on the 1st day of September 2006 and terminate on the 31st day of August 2007.
3. **Renewal:** This Agreement shall be automatically renewed for one year on September 1, 2007 and each consecutive year thereafter, unless either party shall provide written notice of its election not to renew or renegotiate this Agreement to the other party on or before July 1 immediately preceding the start of the school year affected.
4. **Goals:** The philosophy, objectives, supervisory responsibilities and specific officer duties are contained in the Police-School Liaison Officer job description which is attached hereto and is incorporated herein as if fully set forth verbatim. The Police-School Liaison Program is founded on the concept of crime prevention. It is hoped that the officer and students will relate in a manner that stresses positive interaction and communication. The officer will serve in the roles as listener/counselor, referral agent, educational assistant, program manager and law enforcement officer.
5. **Personnel:**
 - A. The Chief of Police shall select and assign one police officer to the River Falls K-12 School System. School Administration shall be involved and part of the selection process.
 - B. Selection of Police-School Liaison Police Officer shall be by the Chief of Police and such selection shall be acceptable to the School District and agreed to in writing prior to the start of the officer's duties.

- C. A school Principal may, with appropriate documentation of unsatisfactory performance and approval of the Superintendent of schools, request removal of the assigned Police-School Liaison Officer. The officer may be reassigned by the Chief of Police.
- D. The Chief of Police has the express authority to reassign the Police-School Liaison Officer at any time during the contract period and will communicate with school administration prior to making such a decision.
- E. The School District Administrator/Principal may request the immediate removal and/or reassignment of an officer from the Program based upon allegation(s) of improper and/or unlawful conduct, in which event the Chief of Police shall forthwith remove and/or reassign the officer pending completion of a joint police department-school district investigation into such allegation(s).
- F. No part, provision or whole of this Agreement shall in any manner, nor shall it be construed in any manner as to delete, diminish, alter, remove, amend or defeat any right, power, authority, responsibility or obligation vested or conferred by the Common Council of the City, Sections 62.09(1)(a), 62.09(7)(b), 62.09(7)(c), 62.09(13), 62.13, Wis. Stats., or otherwise by the law in the Chief of Police.

6. Work Days

- A. The police officer assigned to the Police-School Liaison Program shall be available for duty under this program, for each day within the above specific term, at the schools when the schools are in session in conjunction with the school year calendar.
 - B. In addition to the above, each police officer shall be excused from participation and duty in the Police-School Liaison Program and activities for not less than three (3) days during each school year to attend in-service training, which is required by law for maintaining state mandated police officer certification. The specific dates shall be as determined, from time to time, by the Chief of Police.
 - C. In addition to the above, each police officer shall be excused for such number of days per school year to attend training specifically related to such officer's participation as a Police-School Liaison Officer as the Chief of Police may, from time to time, require or direct.
 - D. The use of vacation and compensatory time during school days will be limited and require approval of the School District and Chief of Police or designee. However, the Police-School Liaison Officer will be required to use at least ten days of accrued vacation interspersed throughout the school term. These vacation days are intended to be used on days that school is not in session.
7. **Hours of Employment:** While performing Police-School Liaison duties, the police officer so assigned shall report for duty during their scheduled hours. The Collective Bargaining Agreement between the

assigned officer and the City applies and the City will administer the Collective Bargaining Agreement's terms, conditions and provisions.

8. **Work Schedules:** Police-School Liaison Officer shall prepare a monthly work schedule in advance projecting anticipated programs and activities and shall provide a copy of such schedule to the School District and police scheduling supervisor 15 days before the first day of each month. Such schedules will require approval of the scheduling supervisor and may be revised as necessary or desirable, from time to time. Except in the event of an emergency or other unforeseen circumstances, deviation from such schedule by the officer requires prior approval of the officer's police department supervisor.
9. **Absences:** The Police-School Liaison Officer shall notify both the applicable School principal and Police Department Supervisor for each day he or she is not available for duty by reason of illness or otherwise.
10. **Activity Reports:** Each Police-School Liaison Officer shall record daily activities on forms provided by the City and School District and shall submit copies of such forms to the Police Chief and School District as directed/required. The Police-School Liaison Officer will be responsible for teaching the Counter Act Drug and Alcohol Education Program.
11. **Dress Code:** The Police-School Liaison Officer shall wear civilian clothing attire in compliance and as authorized by the River Falls Police Department Uniform Appearance and Grooming General order for sworn officers. The Chief of Police may designate the Police-School Liaison Officer wear the police department uniform of the day for special event activities.
12. **Officer Evaluation:** Each school principal shall promptly report to the Chief of Police any infractions or deficiencies in the assigned officer's performance.
13. **Incidents:** Incidents occurring on or about school premises that require police intervention, should be investigated by the Police-School Liaison Officer unless such officer is not on duty. The assigned and/or participating officer shall prepare customary police incident report(s) and perform investigations in accord with River Falls Police Department Policy and Procedure.
14. **Overtime:** In the event that a Police-School Liaison Officer is to engage in work in excess of the work hours specified in this Agreement at the request of the School District, such overtime must receive prior approval consistent with department policy. The cost of such approved overtime shall be reimbursed exclusively by the School District.
15. **Extra Curricular Activities:** As part of his/her responsibility, Police-School Liaison Officers may be required to attend and assist at certain selected extra curricular activities of the school which are approved, from time to time, by both the applicable Principal and the Chief of Police. Any officer compensation cost incurred or arising therefrom shall be reimbursed by the School District.
16. **School Discipline Rules:** The Police-School Liaison Officer shall not enforce any school disciplinary rules or policies, but will assist the staff when requested to do so.

17. Coordinating Representatives

- A. Representatives of the Police Department and School District will meet as necessary to discuss, coordinate and recommend revisions, if necessary, to the Police-School Liaison Program.

18. Cost Sharing

- A. The City shall pay fifty percent (50%) and the School District shall pay fifty percent (50%) of the total cost of the Police-School Liaison Police Officer participating in the program for the term of the Agreement.
- B. The City shall bill the School District for the District's fifty percent (50%) share of such actual officer costs by June 15th of each calendar year.
- C. The School District shall pay its fifty percent (50%) share to the City within thirty (30) days of such billing.

- 19. **Liability:** Each party hereto shall be solely responsible and liable for the act(s) and omission(s) of its own corporation, officers, employees, officials, agents, representatives and members. Each party shall and hereby does indemnify and hold harmless the other from any and all damages, liability, judgments, claims, expenses, fees, costs, actions, demands and payments of whatsoever kind and nature arising from and/or pertaining to the act(s) and/or omission(s) of its own corporation, officers, employees, officials, agents, representatives and members. This indemnity and waiver shall apply solely with respect to the operation of the Police-School Liaison Program.

- 20. **Amendments:** This Agreement may be amended only upon the mutual written agreement executed by both parties.

- 21. **Participation of City and School District Subject to Annual Funding:** This Agreement is subject to and contingent upon the annual discretionary budgetary deliberations, actions, appropriations, funding decisions, and other powers of the City's governing body and school district's governing body, notwithstanding any provision in this Agreement to the contrary

- 22. **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 that the Chief of police determines that such suspension and reassignment are necessary for the health, welfare, safety and best interest of the community, and/or such is required by the Common Council, City Ordinance(s), state law, and/or other exigent and/or compelling circumstance(s). Such suspension(s) shall only be based on demonstrable, legitimate interests of the City and community, and suspension from the Police-School Liaison Program, under this provision, shall not be arbitrary or based upon unreasonable criteria; this sentence does not affect the **renewal** provisions of Section 3., supra.

Dated this 18 day of August, 2006.

School District of River Falls

B. M. Curtis
By: Superintendent of Schools

D. L. Bell
By: School District Board President

Dated this 8th day of August, 2006.

City of River Falls

Don Richards
By: Mayor

[Signature] 8/16/06
By: City Clerk

Roger D. Legue 8/16/06
By: Chief of Police