

**AGENDA**  
**REGULAR MEETING**  
**PUBLIC SAFETY COMMITTEE**  
City Hall – Large Conference  
Room 5211 SCHLUTER ROAD  
**Wednesday – February 24, 2021**  
**6:00 P.M.**

Remote Teleconference Meeting via  
ZOOM

**NOTICE OF ELECTRONIC  
MEETING**

Due to the current state of emergency because of the COVID-19 pandemic, this meeting will be conducted via electronic videoconferencing/teleconferencing. As such, it is likely that some or all members of, and a possible quorum, may be in attendance via electronic means and not physically present. In accordance with Wisconsin law, the meeting will remain open to the public. The public may still attend in person at the location stated in this agenda. However, due to the need to maintain social distancing in accordance with Emergency Order #10 of Public Health Madison & Dane County dated November 17, 2020, and the limited physical space available, the public is encouraged and requested to attend via electronic means. Directions to do so are listed at the bottom of this agenda. Upon reasonable notice, the needs of disabled individuals will be accommodated through auxiliary aids or services. For additional information or to request this service, contact Joan Andrusz at 608-222-2525.

1. Call to Order
2. Roll Call
3. Approval of Minutes
  - a) January 27, 2021
4. Appearances
  - a) Currently no one registered
5. Unfinished Business
  - a) Discussion of Bike Registration
  - b) Discussion of Public Education Initiative
6. New Business
  - a) Discuss and take action on SRO MOU. Current MOU is a 3-month (March 15 – end of Spring semester) MOU with MGSD for School Resource Officer. Request is for committee to review and recommend action so it can be included on March 1 Council agenda.
7. Review Monthly Financial Reports: Law Enforcement, Fire Protection, Emergency Communications and Ambulance
8. Discussion of future agenda items.

9. Reports
  - a) Fire Department
  - b) Police Department
  - c) Building and Code Inspection
  - d) Police and Fire Commission
10. Next meeting date: March 24, 2021
11. Adjournment

### **DIRECTIONS TO ATTEND MEETING ELECTRONICALLY**

You may attend via videoconference at <https://zoom.us/j/95949728122> or by downloading the free Zoom program to your computer at <https://zoom.us/download>. At the date and time of the meeting log on through the Zoom program and enter Meeting ID: 959 4972 8122.

You may attend via telephone conference by calling the following phone number:

PHONE NUMBER: 1-312-626-6799 / MEETING ID: 988 0649 8142, FOLLOWED BY #

Please mute your phone when not speaking to ensure best possible audio quality.

### **PUBLIC APPEARANCE BY ZOOM**

Persons interested in publicly appearing before the Public Safety Committee via computer or phone on the Zoom application are asked to submit an [Appearance Before a Committee form](#) so that we can accommodate all online and phone requests to speak. Please submit your form as soon as possible. Requests will be accepted before and during the meeting until the Appearances section is closed. Requests submitted after the Appearances section is closed will not be able to speak. Link to form:

<https://www.mymonona.com/FormCenter/CommitteeApplication-11/Appearance-Before-a-Committee-Citizen-Co-82>

### **WRITTEN COMMENTS**

You can send written comments on agenda items by emailing <mailto:sdeuman@ci.monona.wi.us>.

**CITY OF MONONA  
PUBLIC SAFETY COMMITTEE  
Conference Room  
5211 Schluter Road  
Wednesday- January 27, 2021**

**MINUTES**

1. **Call to Order:** Chair Thomas called the meeting to order at 6:05 pm
2. **Roll Call:**

**Committee Members Present:** Jim Bisbee (ZOOM), Glenn Rehberg (ZOOM), Larry Reed (ZOOM), Kathy Thomas (ZOOM), Nancy Moore (ZOOM), Connie Miley (ZOOM), Joe Fontaine (ZOOM), Chris Henderson (ZOOM) and Angela Davis (ZOOM).

**Committee Members Absent:** None

**Staff Present:** Interim Police Chief Deuman (ZOOM), Fire Chief McMullen (ZOOM) and Lieutenant Curtis Wiegel (ZOOM).

**Others Present:** Mayor Mary O'Connor (Zoom), Mary Delaney (ZOOM) Nadia Dominguez (ZOOM) and Kristie Goforth (ZOOM).

3. **Minutes:** A motion was made by Bisbee, seconded by Fontaine, to approve the minutes of the December 23, 2020 meeting. Minutes approved as corrected.

4. **Appearances:**

Mayor Mary O'Connor, was present and spoke about the new Safe at Home Initiative. Mayor O'Connor working with Alders Thomas and Moore and Police and Fire Chiefs. Have decided to put together a monthly tip sheet of suggestions for things people can do to feel safer in their homes. Plan to distribute the information via the City Website, FD and PD social media, the new city e-newsletter, sharing with the Senior Center newsletter, public safety announcements on WVMO, etc. Alders Thomas and Moore will be discussing this in more detail during the meeting and we would appreciate suggestions and support of the initiative.

Kristie Goforth, 4515 Gordon Ave. was not present; but provided information to consider regarding the COVID situation. "Thank you all for your service to our community. I wanted to alert the committee that Winnequah School began their reopening plan on Monday, January 25th for grades 4K-2. After the first day of class, there was a Covid exposure so the in-person option is closed for the next two weeks. While this falls under the school district, it is still a public safety issue.

I felt it was important for the commission and the public to be aware that Covid is still very much present in our community so we must remain vigilant in wearing our masks, not gathering in groups, and taking all other safety precautions.”

**5. Unfinished Business:**

**a) Discussion of Bike Registration**

As of Jan 5, Madison will no longer be requiring the bike registration so we will also be able to move forward. Madison is considering national options for the registry. Would seem to make sense for us to do the same. Would like Interim Chief Deuman to weigh in on options as well.

Interim Chief Deuman has not yet had a chance to look closely at the two national registration options. Will take a look at both by the next meeting and report back.

Alder Moore also concurs it would make sense to wait for Madison and follow a similar path. May also be a good idea to check with other area communities. Added that it may be something to dovetail with our Safe at Home Initiative so we could promote which direction we are going.

Member Reed echoed that it would be good idea to have a uniform option in the metro area since the bike trails incorporate many communities. Also believes it would be good to include in the Safe at Home public safety initiative.

Alder Thomas advised we want to strive for consistency and to make it easy for the police department to find the owners of lost bikes. Once we have completed our research we would recommend to the council the elimination of the bicycle registration ordinance. We will keep in tune with city of mad and other adjacent municipalities as well.

**6. New Business:**

**a) Discussion of “Safe at Home” Public Education Initiative**

Alder Thomas advised the initiative started from a discussion about cars being stolen with keys, valuables or garage door openers inside. We feel it’s important to do a good job of educating the community. There are many opportunities to communicate this information to the community and we are hoping to reach a large portion of the community.

Communication has always been a challenge for the city. One of the reasons we are able to launch this now is that we have recently filled a vacant position in the media department who will help coordinate some of this education.

Some suggestions for outlets to communicate the information are the new City e-newsletter, WVMO, City Sign Board at Monona Bank, Community events such as National Night Out, the Monona Community Festival., National night out, Fire prevention week, through the Chamber, the Monona Senior Center, or possibly School Newsletters.

Ideas for education include Fireworks safety tips and providing safety tips to the fireworks vendors to provide or messages on WVMO. Also possible partnerships with organizations such as the Red Cross who have a program where they install fire alarms. Posting material in grocery stores or other non-Profit and Faith organizations (e.g. the food pantry).

Discussion about including the information in the Senior Center newsletters. May be able to refer and utilize some existing organizations such as Project home and Triad.

MOFD recently promoted a new Fire Safety Officer, Kris Halverson, who also works at the schools so will also get her involved in the initiative.

First e-newsletter to go out Feb 10 so will get together with staff over the next few weeks to get the information out. Will likely talk about ideas in future meetings.

**b) Discussion of City Administrator email to Public Safety Committee to provide input into the Chief Search.**

City Administrator sent an email to PSC members with a link to complete a survey as well as information about a public listening session so they would provide information into the search for the new Chief of Police. IF anyone did not get the email please advise and I will forward the email.

PFC has also involved Nehemiah in the search. PFC impressed on GovHR that they wanted to maximize public engagement.

Alder Thomas would like to encourage all members to participate in the survey and involve all friends and neighbors as well. The survey has been disseminated to schools, the department, other city government. The city is trying to get the information out as widely as possible. All members are encouraged to share.

**c) Discussion on Video Recording Committee Meetings for public posting.**

Alder Goforth brought forth the idea of recording committee meetings at last City Council meeting. Alder Goforth suggested the recordings could be posted on the city website or YouTube channel.

Alder Thomas indicated this may be more difficult once committees begin to meet in person again because we don't have the staff to be recording. Some committees currently do record their meetings which is posted on the YouTube channel.

Alder Moore expressed there is some concern about having the staff and capacity to do this once we begin meeting live again. The only room currently outfitted to record these meetings is the Community Room in the Library. Do individual committees have the same authority to go into closed session for confidential matters.

Alder Thomas added that there are some committees, such as License Review, where

applicants police records can be discussed and that may not be something the applicants want recorded and posted in perpetuity and these matters do not qualify for going into closed session.

Member Fontaine asked about any discussion of a hybrid type model. No discussions have taken place yet.

Alder Moore wondered if we are posting these meetings while meeting on Zoom and then don't have the resources to record after going back in person, will the community feel like something is being taken away.

Alder Thomas said there are some meeting that are of high public interest, for instance PSC when updating Police Department policies. The City will have to make a decision about what will most benefit the

Member Henderson agreed that transparency is important but he doubts there are many residents with a desire to watch the committee meetings.

Member Rehberg agreed that the minutes are available to anyone who wishes to see them. He also had a question about possible ADA implications related to posting the recordings.

Member Bisbee also indicated that he has been on PSC over 10 years and he recalls very few citizens who have appeared in person and very few who even send letters. Obviously some items are of more interest, such as nuisance ordinances, there was very little public interest.

Member Reed concurred. The vast majority of meetings there has been little to no citizen attendance and anyone is welcome to do that but it's often just the committee.

Member Davis has no problem being recorded and believes there may be situation that come up in the future that the community would like to know more about and these community members may have issues reading the minutes. Does not want to leave anyone behind. Would like to find out if there are other options and the cost involved before making a decision. Wondered if this was something we might be able to budget for in the future.

Alder Thomas spoke about the budget and advised, due to lost revenues, she did not believe there would be money to support this in the budget.

Alder Moore supported finding out what the additional costs might be associated with having a staff person and equipment available to record the meetings just to see what the additional costs might be.

Member Miley wondered if this was ultimately a City Council decision on budget and all of the committee's. Alder Thomas advised it would also require adding more staff to

facilitate the recording. Alder Thomas also advised there may have to be a decision made about what meetings are recorded, is it all of them some of the time, some of them all the time. There would be a lot of factors that would need to be considered.

Member Rehberg suggested consulting with city attorney regarding ADA requirements.

Member Moore did advise that [a.gov/effective-comm.htm](http://a.gov/effective-comm.htm). YouTube can support closed captions, but requires supplemental file: <https://socialmedia.ucla.edu/ada-compliance-video/>

**d) Letter received from Mary Delaney**

Letter was sent during the meeting to PSC members for review. There will be no in depth discussion until we hire our new Chief.

**7. Review Monthly Financial Reports: Law Enforcement, Fire Protection, Emergency Communications and Ambulance.**

Financial to be discussed with department reports. No discussion.

**8. Discussion of future agenda items.**

No future items discussed.

**9. Reports:**

**Fire:**

- Transition to new billing successful, we have been operating under the new system since January 1, 2021.
- Financial statements do not match actual deposits, regardless, revenue is down.
- As of today we have five calls submitted to the state for reimbursement for calls on the beltline.
- Working with PD to figure out the best way to get the police reports to LifeQuest for billing.
- Have had 86 calls so far this month.
- New ice rescue equipment used last night at training. Purchased with funds from the Town of Madison donation, no city money used for purchase. Current training was in the bay, using social distancing but going forward we will be training out on the ice and have invited other departments to participate.
- MOFD submitting a grant by Feb. 12 to replace breathing apparatus. Total cost of that project is just over \$250,000 and
- Had a cardiac arrest save a few weeks ago and would like to thank the Officers for their assistance. Co-workers began CPR, Officers took over upon arrival. Would like to thank the PD for their assistance. Once we get written approval from patient/spouse we can put something together to recognize the Officers and EMS staff who were part of the save.

**Police:**

- Thank you to the PSC for their work over the past 7 months on the work on the Use of Force policies. Our UOF policies have been reviewed and approved so MOPD continues to be eligible for current and future grants. Next review is in 3 years so any policy modifications will be brought forward prior to the next review.
- Have had 792 calls for service so far in January. Numbers are a little lower over prior years but there have been a few recent higher priority calls with thefts from motor vehicles and an unoccupied parked motor vehicle that was targeted by gunfire.
- Still trying to tie up loose ends with 2020 budget items and get invoices submitted for payment
- No significant expenses yet this year, however squad cars will need to be ordered soon.

**Building Inspection:**

- Alder Thomas has requested that Building Inspection prepare a monthly report for the committee to review. No current report available but hope to have this for future meetings.

**Police and Fire Commission:** Member Fontaine reiterated the listening session date is February 9 and the deadline for the survey February 19. The position was posted earlier this month with a 6-week application deadline. The PFC will be meeting after the submission deadline to define next steps in process with GovHR. The PFC has not yet seen any information on the number of applicants who have applied thus far.

**10. Next meeting date:** February 24, 2021

**11. Adjournment:** Motion was made by Bisbee, second by Miley, to adjourn. Motion approved unanimously at 7:15 pm.

**MEMORANDUM OF UNDERSTANDING  
REGARDING SCHOOL RESOURCE OFFICERS BETWEEN:  
MONONA GROVE SCHOOL DISTRICT, VILLAGE OF COTTAGE GROVE, AND CITY  
OF MONONA**

This Memorandum of Understanding (MOU) is effective on March 15, 2021 and is agreed to, by and between the Monona Grove School District (District), Village of Cottage Grove (Village), and the City of Monona (City) (Collectively the “Parties”), pursuant to Wis. Stat. § 66.0301.

WHEREAS, the District is a school district which encompasses both the City and the Village;

WHEREAS, the District desires police school resource officers (SROs) to be assigned to certain of its schools;

WHEREAS, the City and the Village are willing to assign officers from their respective police departments to District schools to serve as SROs; and

WHEREAS, the Parties desire to define the duties and responsibilities of the Village, the Village Police Department, the City, the City Police Department, and the District in the operation of the SRO Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

**APPLICABILITY OF DISTRICT, CITY, AND VILLAGE POLICIES**

The Parties recognize the activities set forth in this MOU are the subject of certain District policies and administrative guidelines, Village and City policies, and Police Department policies. These policies and guidelines include, but are not limited to, District policy and administrative guideline 5771 “Search and Seizure,” District policy and administrative guideline 5540 “Relationship with Governmental Agencies,” and District policy 5540.01 “Investigation Involving Suspected Child Abuse.” The Parties will endeavor to cooperate with each other and attempt to conform their actions consistent with the provisions of the applicable City, Village, Departmental, and District policies and guidelines.

**TERM**

The term of this MOU shall be from March 15, 2021 through June 30, 2021. Any party may withdraw from this MOU at any time, and for any reason, or no reason, upon 90 days written notice to the other Parties.

**APPOINTMENT OF SRO**

The Village Chief of Police shall assign one officer to serve in the position of SRO (the “Village SRO”), provided the District approves the assignment.

The City Chief of Police shall appoint one officer to serve in the position of SRO (the “City SRO”), provided the District approves the appointment.

The District shall have the right to request that the Village or City remove an SRO from assignment within the District, temporarily or permanently. The Village and City shall accommodate any such request and assign a new SRO to the District to the extent reassignment is reasonably practicable and as soon as reasonably practical. However, the District will not pay the Village or City for SRO services during any period in which the Village or City have not reassigned a new SRO to the District following the removal of an SRO from assignment within the District. The District shall communicate in good faith with the Village or City following the removal of the SRO to resolve any concerns regarding the SRO. The District may permit the SRO to return to assignment within the District in the future, in its sole discretion.

The District’s Superintendent or designee shall meet with the Village or City Chief of Police to resolve any disputes related to this MOU. In the event of an impasse regarding the selection of an SRO, the Village and City Chief of Police shall have the final say as to the selection of their respective SRO, subject to the aforementioned rights of the District.

The Chief of Police for each respective SRO shall have supervisory control over the SRO providing services under this MOU.

The District shall bring specific concerns regarding an SRO to the attention of the appropriate Chief of Police or their designee, and the appropriate Chief of Police and SRO shall work with the District to address these concerns.

The SROs will not be considered employees of the District nor shall the District be considered a co-employer or joint employer of the SROs.

**ASSIGNMENT OF SROS WITHIN THE DISTRICT**

The Village SRO shall perform their duties at District schools within the Village, particularly at Glacial Drumlin School. However, the actual time worked at that school, or another within the District, will be determined pursuant to this MOU. Activities which require time consuming or complex investigation shall be reported to the Village Chief of Police or their designee. The Village Police Department shall provide assistance as determined appropriate by the Village Chief of Police or their designee.

The City SRO shall perform a majority of their duties at District schools within the City, particularly, the Monona Grove High School. However, the actual time at that school, or another within the District, shall be determined pursuant to this MOU. Activities which require time consuming or complex investigation shall be reported to the City Chief of Police or their designee.

The City Police Department shall provide assistance as determined appropriate by the City Chief of Police or their designee.

Either SRO may be requested by the District to attend special events or extracurricular activities. The special events and extracurricular activities shall be restricted to locations within the District's boundaries, and within the municipality of the SRO unless approved by the City and Village Chiefs of Police or their designees. Compensation and attendance by the SROs for special events and extracurricular activities shall be established in accordance with this MOU and are subject to applicable collective bargaining agreements.

In the event an SRO is unable to perform requested special events or extracurricular duties, or additional police personnel are deemed necessary for an event, the District may request that one or more non-SRO officers be assigned to perform such duties. The request shall be made to the Chief of Police, or their designee, of the police department from which the unavailable SRO is employed, or the jurisdiction of the event where additional officers are deemed necessary. The Chiefs of Police may, but shall not be required to, in their sole discretion, assign other and/or additional officers as requested by the District. The District shall reimburse the municipality for the salary (including necessary overtime), employment expenses, and benefits of such officers as set forth in this MOU with respect to SROs. This paragraph shall not apply if the District requests a law enforcement response to a potentially criminal incident occurring, or having occurred, within the District.

### **COMPENSATION AND COST SHARING**

It is agreed that the District will reimburse the City and the Village for their respective SRO's salary, employment expenses, and benefits for the period in which the SRO is assigned to the District. This period of assignment will be for a period of 3 months which shall approximate the remainder of the regular instructional school year, whether in person or by virtual attendance, or as otherwise agreed upon by the Parties. SROs shall attend District in-services and trainings at the request of the District. The District will also reimburse the City and the Village for their respective SROs' overtime that is preapproved by the District and incurred by either SRO at the request of the District, unless preapproval is not reasonably practicable, in which case the District shall pay any reasonably necessary overtime costs as determined at the sole discretion of the Village's and the City's Chief of Police, or their designee. The District Administration shall have the authority to modify the SROs' schedules in any given workweek, in consultation with the appropriate police department and in accordance with applicable collective bargaining agreements, to limit the payment of overtime by the District, particularly when an SRO is asked by the District Administration to attend events held outside of the regular school day.

The Village's and the City's Police Departments shall furnish their respective SROs with all equipment necessary to perform the duties of the SROs as set forth by this MOU. The District will reimburse the City and the Village for all non-equipment related expenses the SROs incur in performing their duties under this MOU, including motor vehicle expenses and mileage, which shall be reimbursed at the IRS standard mileage rate.

## **DUTIES AND RESPONSIBILITIES**

The Village SRO shall be sworn as a peace officer of the Village Police Department with all lawful authority to maintain public order, make arrests, and enforce all federal, state, and local laws, consistent with this MOU. The City SRO shall be sworn as a peace officer of the City Police Department with all lawful authority to maintain public order, make arrests, and enforce all federal, state, and local laws, consistent with this MOU.

At all times an SRO of one municipality is performing duties within the other municipality, he/she shall be considered to be acting upon the request of the other municipality's Police Department for mutual assistance as provided in Wis. Stat. § 66.0313. Notwithstanding the provisions of Wis. Stat. § 66.0513, the SRO's salary, employment expenses and benefits shall be paid by the SRO's own police department, and reimbursed thereto by the District, as provided in this MOU; except with respect to duties unrelated to the District, which shall be paid by their own police department.

### **School Resource Officer**

- A. The SROs are sworn police officers assigned to provide law enforcement expertise and resources to assist the District school staff in maintaining safety, order, and discipline within the assigned schools. The SROs are not the disciplinary arm of the District, and will not normally become involved in discipline issues or the enforcement of school rules except as they relate to maintaining a peaceful and safe environment in the schools to which they are assigned.
- B. The SROs' assigned District school buildings, grounds, and surroundings will be the SROs' patrol area, and they assume primary responsibility for handling all calls for service and coordinating the response of other police resources to the school, as reasonably practicable, recognizing the difference between student discipline matters and matters of safety and security warranting formal law enforcement intervention.
- C. In general, absent 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. An SRO shall generally not become involved in student discipline matters, except at the request of the District. If the SRO is not involved in an incident involving a student discipline matter relating to fighting, the Superintendent shall inform the appropriate SRO that the incident occurred. The SROs shall make all reasonably practicable efforts to assist in such matters not conflicting with the terms of this MOU.
- D. District Administration, recognizing the difference between student discipline matters and matters of safety and security warranting formal law enforcement intervention, shall immediately report criminal activity warranting formal law

enforcement intervention to the appropriate SRO. In an emergency situation, the District Administration shall also call 911. In a non-emergency situation, the District Administration shall notify the appropriate SRO or call the appropriate police department if the SRO is not available. Information that is not of an emergency nature may be held for action by the appropriate SRO upon their return to the District.

- E. In cases of temporary police emergencies, each Chief of Police may temporarily reassign their respective SRO to non-District duties. The municipality of that SRO shall be solely responsible for the SRO's salary, employment expenses, and benefits during said period of reassignment. The Chief of Police or designee of the SRO so reassigned shall notify the District Administration in a reasonably prompt manner under the circumstances.
- F. The SRO's duty schedule will be determined by their respective Chief of Police, in consultation with the District, but it will generally be an eight-hour shift, scheduled Monday through Friday during the times when students are receiving education, either in person or by virtual attendance. In the event an SRO is sick or has other unplanned absences, he/she will notify the District prior to the absence and notify the SRO's police department in accordance with the police department's policy. Requests for floating holidays will be made to the police department for the respective SRO for approval, and prior notification will be made by that SRO to the appropriate District personnel.

Each police department shall prepare a monthly work schedule, which is subject to change as necessary, indicating the programs, and activities that he/she will be involved in for the following month. In addition, each SRO will prepare a detailed monthly report, which will be given to their respective chief of police and the District's Superintendent or designee.

- G. During the summer months when school is not in session and during any period for which the District's schools are closed by the District, each police department will establish the work schedule of its respective SRO. Each SRO will make the appropriate arrangements for time off, vacations and holidays etc. in accordance with their respective collective bargaining agreements and departmental policies, striving to take time off during the scheduled break periods established by the District's calendar as reasonably practicable.
- H. The SRO positions are generally non-uniformed positions. However, upon agreement between the District and the respective police department, this condition may be changed. Each SRO shall, from time to time as directed by their respective chief of police or the District, wear their police department uniform for programs and other assignments such as security at athletic events. When not in uniform, each SRO will wear clothing similar to that of other plain clothes positions within their respective police department.

- I. The SRO may assist with all reasonably necessary and appropriate training for the District Administration in law enforcement and related matters.
- J. The City and Village will pay for all professional development trainings sufficient for their respective SRO to keep and maintain knowledge consistent with the SRO's duties and all applicable federal, state, and local laws, including laws governing student restraint and seclusion, as determined appropriate in the sole discretion of the applicable chief of police and as required by law. The appropriate chief of police or their designee will consult with the District Administration on any adjustments to scheduling and staffing when an SRO's training will cause the SRO to be absent from the District during the regular school day.

### **DISTRICT ADMINISTRATIVE HEARINGS**

An SRO may attend suspension, expulsion, or other District administrative hearings upon request of the District Administration. The SRO shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the officer. The SRO shall make available any physical evidence within their possession or control, subject to approval from the Chief of Police, District Attorney's office, or other prosecuting agency.

The SRO will not provide any official police department document or juvenile record to the District, except as permitted under Wis. Stat. § 938.396(1).

The District Administration can, after consulting with the appropriate police department, adjust the SRO's schedule for a given workweek so that the SRO is not eligible for overtime pay due to the SRO's attendance at District administrative hearings occurring within the workweek in which the scheduling change is requested.

### **INTERAGENCY AGREEMENT/EXCHANGE OF INFORMATION**

The Village, City, and District enter into this MOU in order to protect the confidentiality of pupil records as required by law, while providing for the lawful disclosure of pupil records and information 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 MOU is an Interagency Agreement that authorizes the Village and City 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 SROs as school officials 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 SROs with access to education and pupil records information maintained by the District to the extent required by the SROs to perform their duties as SROs and as allowed under FERPA and Wis. Stat. § 118.125(2)(d). The SROs shall 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 SROs may only re-disclose education or pupil records information consistent with FERPA and Wisconsin pupil records law.

Records created and maintained by the SROs for the purpose of ensuring the safety and security of persons or property in the District or for the enforcement of local, state, or federal laws or ordinances, including body camera footage, 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 SROs.

### **RELEASE OF POLICE INFORMATION**

Consistent with the basic tenets of the relationship between the District and the SROs described in this MOU, open communication is essential to effectiveness. The SROs should exchange information with the District Administration limited to that which directly relates to and contributes to the safety of the school environment and is otherwise allowable under the law. The SROs shall make official documents, police reports, and records available to the District, only as provided under Wis. Stat. § 938.396(1).

### **LIABILITY AND INSURANCE**

The Village shall agree to provide a certificate of insurance for liability coverages reasonably satisfactory to the District, including law enforcement legal liability coverage, and name the District as an additional insured on the Village's certificate of insurance throughout the term of this MOU. The Village's liability coverages must not contain an exclusion for sexual abuse/molestation or corporal punishment.

The Village acknowledges its obligation to obtain and maintain throughout the term of this MOU appropriate insurance coverage for the benefit of the Village and for the benefit of the Village's employees. The Village waives any rights to recovery from the District for any injuries the Village's employees may sustain or cause while performing services under this MOU that are a result of the negligence of the employees of the Village.

The City shall agree to provide a certificate of insurance for liability coverages reasonably satisfactory to the District, including law enforcement legal liability coverage, and name the District as an additional insured on the City's certificate of insurance throughout the term of this MOU. The City's liability coverages must not contain an exclusion for sexual abuse/molestation or corporal punishment.

The City acknowledges its obligation to obtain and maintain throughout the term of this MOU appropriate insurance coverage for the benefit of the City and for the benefit of the City's employees. The City waives any rights to recovery from the District for any injuries the City's

employees may sustain or cause while performing services under this MOU that are a result of the negligence of the employees of the City.

The District shall agree to provide a certificate of insurance for liability coverages reasonably satisfactory to the City and Village throughout the term of this MOU. The District's liability coverages must not contain an exclusion for sexual abuse/molestation or corporal punishment.

The District acknowledges its obligation to obtain and maintain throughout the term of this MOU appropriate insurance coverage for the benefit of the District and for the benefit of the District's employees. The District waives any rights to recovery from the City and/or Village for any injuries the District's employees may sustain or cause while performing services under this MOU that are a result of the negligence of the employees of the District.

In the event any Party finds the above liability coverage of another Party to be unacceptable, the sole remedy shall be immediate termination of this MOU.

### **MUTUAL INDEMNIFICATION AND HOLD HARMLESS**

The City and Village, respectively, agree to defend, indemnify, and hold harmless the District, its school board, administration, employees, and volunteers, individually and collectively, from and against all costs, losses, claims, actions, attorney fees, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by the negligence of the City or Village as a result of the services, equipment, property-owned, leased, or rented, or other activities of the City or Village as shown in the MOU.

The District agrees to defend, indemnify, and hold harmless the City and the Village, their boards, agents, employees, and volunteers, individually and collectively, from and against all costs, losses, claims, actions, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by District's negligence as a result of the District's use or occupancy of the District's facilities, equipment, property owned, leased, or rented, or other activities as shown in the MOU.

### **NON-WAIVER**

Nothing herein is intended or shall be construed as a waiver of defenses or immunities (including the limitations of Wis. Stat. § 893.80) available under the law which the Village, City, or the District are entitled to raise, nor shall the purchase of insurance by the Village, City, or the District constitute a waiver of any such defenses and immunities.

### **AMENDMENTS**

Subject to applicable law and subject to the other provisions of this MOU, this MOU may be amended by the Parties at any time by execution of an instrument in writing signed by the governing bodies, or their authorized representatives, of all the Parties.

SIGNATURE PAGE IMMEDIATELY FOLLOWS.

IN WITNESS WHEREOF, the Parties have entered this Agreement effective as of the date first above written.

**CITY OF MONONA**

By: \_\_\_\_\_  
Mary O'Connor, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Joan Andrusz, City Clerk

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Walter Ostrenga, Police Chief

\_\_\_\_\_  
Date

**VILLAGE OF COTTAGE GROVE**

By: \_\_\_\_\_  
John Williams, Village President

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Lisa Kalata, Village Clerk

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Daniel Layber, Police Chief

\_\_\_\_\_  
Date

**MONONA GROVE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Andrew McKinney, School Board President

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Susan Manning, School Board Clerk

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Daniel W. Olson, Superintendent

\_\_\_\_\_  
Date