

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT 2026-2031

This School Resource Officer Program Agreement (“SRO Agreement”) is made this ____ day of _____, 2026, by and between the OREGON SCHOOL DISTRICT (the “District”) and the VILLAGE OF OREGON (the “Village”) as follows:

1. **Term.** The term of this Agreement shall be from _____, 2026, until _____, 2031. This Agreement must be reviewed and approved by both the District and the Village before renewal. Either party may terminate this Agreement by serving written notice to the other Party at least ninety (90) days in advance of such termination. Termination of this Agreement shall eliminate the required presence of the Village’s school resource officers at the District.
2. **Assignment of the SRO.**
 - a. The Village of Oregon Chief of Police shall designate authorized sworn law enforcement personnel to serve as School Resource Officers (SRO or SROs). The SROs shall remain at all times employees of the Village and under the exclusive direction, supervision, command, and control of the Village and the Chief of Police.
 - b. Nothing in this Agreement grants the District any authority to supervise, direct, or control the law enforcement activities of the SRO. Nothing in this Agreement limits or interferes with the Village’s authority, discretion, policies, or procedures regarding law enforcement matters or the authority to supervise, direct, or control the conduct of its employees and officeholders.
3. **SRO Services.**
 - a. The SRO Program’s goals are to provide safe learning environments in District schools, providing valuable resources to school staff members, fostering positive relationships with youth, developing strategies to resolve problems affecting youth and protecting all students, so that they can reach their fullest potential. The SRO has three main roles: educator, informal counselor/mentor, and law enforcement officer. As an educator, the SRO may work with students to positively influence student behavior and to mitigate more serious behaviors. As an informal counselor/mentor, the SRO may address school violations in an effort to positively impact student behavior and character and may refer students to school personnel as necessary. The District and the SRO shall abide by all applicable federal, state, and local laws in the performance of the SRO’s duties and responsibilities under this Agreement.
 - b. The SRO is a law enforcement officer whose primary responsibility is enforcement of the law and protection of public safety. The SRO shall exercise

independent law enforcement judgment and perform duties as assigned by the Chief of Police consistent with applicable law and Village policies. The SRO shall maintain activity reports, which shall be timely submitted to the Village's Chief of Police.

- c. The Village shall provide services of an SRO to the District Monday through Friday from 8:00 a.m. - 4:00 p.m. during school days when students are in session and with such hours adjusted by authorization of the Chief. The SRO is not required to be regularly present in any school outside of the corporate boundaries of the Village, including Brooklyn Elementary School and Forest Edge Elementary School. However, nothing in this Agreement is intended to restrict or otherwise prevent the SRO from being present in such schools as authorized by the Chief, including as necessary to respond to any mutual aid request by a law enforcement agency with jurisdiction.
- d. The SRO may be called from the school to respond to an emergency or assist the Village during normal school duty hours, which shall not serve to reduce the compensation paid by the District under this SRO Agreement. In the event the SRO must be absent from the schools, the SRO or a representative of the Police Department shall notify the Building Principal unless unable to provide notice due to emergency circumstances. Neither temporary reassignment for law enforcement purposes nor temporary absences shall constitute a breach of this Agreement. The Chief may assign another officer to provide coverage during the SRO's absence, subject to the Chief's discretion and staffing availability.

4. Village's Obligations.

- a. The Village shall employ, train, equip, and assign a sworn law enforcement officer or officers to serve as the District's SRO. If the Village becomes aware that an assigned SRO must be absent from the schools during the regular school day, the Village may assign another officer to substitute for the absent SRO, subject to the Village's discretion and staffing capacity. The Village does not guarantee uninterrupted SRO services or minimum staffing levels under this Agreement.
- b. The parties acknowledge that the School Resource Officer Program provided for in this Agreement will be supervised by the Oregon Police Department Chief of Police. The parties further acknowledge that the SRO will be directly supervised by the Oregon Police Department through the chain of command.
- c. The Village shall purchase and maintain in full force and effect during the term of this SRO Agreement a general comprehensive liability insurance policy with coverage in an amount of not less than one million dollars (\$1,000,000) with terms acceptable to the Village Board during the term of the SRO Agreement.

5. District's Obligations.

- a. The District shall reimburse the Village for the SROs salary and employment benefits, as detailed in Section 6 below.
- b. The School Board shall authorize disclosure and access to pupil records and designate law enforcement officers identified by the Chief of Police who may be assigned to the school district under Wis. Stat. 118.125(2)(d).
- c. The District shall provide the SROs with access to an air-conditioned and private office, which shall contain the following: a telephone which may be used for business purposes; a location for files and records which can be properly locked and secured; a desk with drawers, a chair, work table, filing cabinet, and office supplies; access to a computer and electronic communications resources; and other equipment, supplies and forms required in the performance of the SRO's duties.
- d. The District shall allow the SRO, Chief, supervisors of the SRO, and designees access to the school security cameras and transportation camera system upon request to the applicable school administrator where the SRO or the designee has a legitimate educational or safety interest, and in accordance with Board Policy 931: Electronic Surveillance of Public Areas and Board Policy 751: Transportation. The Village understands that the SRO, the Chief, the supervisors of the SRO, and designees cannot share the information except where allowed by law. Notwithstanding the foregoing, the District will also provide the Chief, the supervisors of the SRO, and the SRO with the credentials required to access such systems within the following parameters:
 - i. Access is allowed without such prior written consent in the event of an active or immediate threat that may result in the imminent death of or significant bodily harm to any person. Such access is limited to the extent needed to reasonably assist the District's staff, the SRO or any law enforcement or emergency personnel directly related to the emergency response of an aforementioned active or immediate threat or related investigation.
 - ii. Except as provided for in Section 5.d and 5.di. in this Agreement or as provided by applicable law such as execution of subpoenas or search warrants or other lawful search, such individuals are expressly prohibited from accessing any camera system controlled by the District (the "Camera Systems") or allowing others to access such Camera Systems without the express prior written consent of the District Administrator or their designee;
- e. The SRO shall join the National Association of School Resource Officers. The SRO shall receive such training as is authorized by the Chief and is necessary to permit the SRO to effectively advance the school's educational mission in the context of his or her duties as SRO, and for the benefit of the school community. The District shall pay any fees incurred by the Village for any SRO training requested by the District and all fees associated with the SRO's required membership in the National Association of School Resource Officers. The

District shall pay any fees incurred by the Village for any SRO training approved by the District.

- f. The District shall provide the Chief, the Lieutenant, and the SROs with the necessary credentials to access the District's security cameras and transportation camera system.

6. **Compensation to the Village.** The District agrees to reimburse the Village for the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the Village for the time spent performing the SRO duties, including but not necessarily limited to: benefits, worker's compensation, and unemployment compensation for 1,586 hours and \$7000 equipment costs to be split evenly between the District and the Village for a total of 793 hours annually and \$3,500 as detailed below:

a. Student Days	1,408 hours per school year
b. Overtime Hours	10 hours per school year (projected)
c. SRO Conference	40 hours per school year
d. Professional Development	24 hours per school year
e. <u>SRO Kelly Days</u>	<u>104 hours per school year</u>
Total SRO Hours	1,586 hours per school year
District Contribution	793 hours per school year

f. <u>Equipment Costs</u>	<u>\$7,000</u>
District and Village Contribution	\$3,500 each

Subject to the approval of the Chief, school administrators may request to the Chief for the SRO to be present and on duty at certain specified times outside of the designated 8:00-4:00 staffing hours or staffing of additional SROs that would result in the payment of additional compensation incurred by the Village for the SROs ("Additional Compensation"). The District shall reimburse the Village for the cost of all Additional Compensation.

7. **Records and Confidentiality.**

- a. The School Board designates the SROs and the supervisors of the SROs each as 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 School Board shall designate specific Village employees requested by the Chief as a school official as necessary to effectuate services by the Village under this Agreement.

- b. Records created and maintained by the SROs and Village 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—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. 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.

8. Miscellaneous Provisions.

- a. Indemnification. To the extent permitted by Wisconsin law, each party shall be responsible for the acts and omissions of its own officers, employees, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency relationship, or joint employment relationship between the District and the Village. Neither party shall be liable to the other for indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement or the SRO program.
- b. Governmental Immunities Preserved. Nothing in this Agreement shall be construed as a waiver of any defenses, immunities, limitations of liability, or protections available to the Village under Wisconsin law, including but not limited to governmental immunity under Wis. Stat. § 893.80 or any successor statute or common law doctrine.
- c. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties and does not create any rights in or obligations to any third party.
- d. Captions. The captions or headings to the paragraphs of this Agreement are intended for convenience only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- e. Entire Agreement. This Agreement constitutes the complete understanding between the District and the Village and supersedes all prior discussions, understandings, or practices between the parties concerning the matters discussed herein. Modifications to the terms must be mutually agreed upon and formalized in a signed writing by both parties.
- f. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- g. Governing Law and Venue. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Wisconsin without regard to the law of conflicts. Any dispute arising under or relating to this Agreement shall be heard in the Circuit Court located in Dane County, Wisconsin.
- h. Waiver. Any failure of a Party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such

provisions or of the right of said Party thereafter to enforce each and every provision under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date first written above.

OREGON SCHOOL DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Approved by the Board of Education of the Oregon School District on _____, 2026.

VILLAGE OF OREGON

By: _____

By: _____

Its: _____

Its: _____

Approved by the Village Board of the Village of Oregon on _____, 2026.