OSD PROPOSED DRAFT AGREEMENT
(revised 10/29/2026)

School Resources Officer Program Agreement
Draft Agreement 2026-2027~~2024-26~~

This School Resource Officer Program Agreement ("SRO Agreement") is made this _____ day of _____, 202~~4~~6 by and between the OREGON SCHOOL DISTRICT ("District") and the VILLAGE OF OREGON (the "Village") as follows:

The purpose of this SRO Agreement is to establish a School Resource Officer Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve, have a shared understanding of the goals of the School Resource Officer Program.

The parties want the School Resource Officer (the "SRO") to receive the necessary support and training to ensure a safe school environment while building relationships, offering student support, maintaining a positive educational environment, respecting the rights of students and improving the overall school climate.

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 ~~Jennifer Pagenkopf~~ (the "Chief"). The parties further acknowledge that the SRO will be directly supervised by the Oregon Police Department through the chain of command. ~~Lieutenant Chad Schaub (the "Lieutenant").~~

The Village and the District agree to the following:

Role of the School Resource Officer
within the Context of the Educational Mission of the School

1. The SRO is a full-time law enforcement officer with sworn law enforcement authority, trained in school-based policing and crisis response, employed by the Village to work with the school using community-oriented policing concepts. The mission of the School Resource Officer Program is to improve school safety and the educational climate at the school. The Chief, Lieutenant, and the SRO will be the official points of contact for the Oregon Police Department as it pertains to school safety planning. The District agrees to include the SRO and/or other law enforcement personnel in all safety planning in accordance with school policy 717.02 School Safety Plans.

2. The SRO Program's goals are: providing safe and equitable learning environments in our 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. As a law enforcement officer, the SRO shall abide by all applicable federal, state, and local laws in the performance of the SRO's duties and responsibilities under this ~~SRO~~ Agreement.

3. ~~The Village and the District shall collaborate to meet with school community members as needed to discuss the SRO Program. The Chief, Lieutenant, and such representatives as the District designates, will participate in joint strategic planning relating to the SRO program. Among other things, joint strategic planning will be used to develop goals for the SRO Program, develop strategies for the SRO to use in fostering positive relationships with youth, and develop strategies to resolve problems affecting youth and to protect students.~~

4. The SRO shall be integrated into the school community through participation in faculty and student meetings, and attending assemblies and co-curricular activities as appropriate. In order to facilitate this, the SRO shall maintain a Google calendar that is shared with and viewable by the school administrators.

5. The SRO shall maintain law enforcement activity reports and submit those reports to the District's in-house legal counsel and the Chief and Lieutenant on a weekly basis in order to comply with state law reporting requirements as well as to ensure that the parties are meeting the goals of the SRO Program. Each report shall include a summary of law enforcement activities; ~~incidents~~ or calls for law enforcement service; ~~incidents that involve the meet and consult process~~; student searches; student questioning conducted by the SRO; types of enforcement actions taken by the SRO such as issuing tickets (except for truancy); and~~,~~ referrals to the juvenile justice system. Such reports shall take the form of the document attached hereto and incorporated herein as Appendix A Law Enforcement Actions Report 2026-27 shall be maintained and shared in accordance with student confidentiality and privacy laws. Should there be a question as to student confidentiality, the SRO shall consult with the District's in-house legal counsel prior to the release of information.

6. The District and the Village seek to ensure a safe and respectful school environment conducive to student learning. This Agreement provides general guidance to the parties regarding the SRO and other law enforcement actions involving the District. When

further communication or discussion is needed or is otherwise outlined in this Agreement, the parties agree to engage in a “meet and consult" process. For example, the meet and consult process may be used in an effort to agree on how a matter involving a potential criminal act will be investigated, how and when a student's parents/guardians will be contacted, and what type of disposition would be most appropriate. When a representative of either party requests to meet and consult, the SRO and the District's in-house legal counsel, or their designees, and such additional personnel as either party deems appropriate, shall meet and consult as soon as practicable and without delay. Notwithstanding the foregoing:

a. Except as otherwise required by law or this Agreement, the District retains the final authority to make its own decisions regarding contacting a student's parents/guardians, conducting its own investigation, and permitting law enforcement to conduct an investigation on school premises, without first engaging in the meet and consult process.

b. Except as otherwise required by this Agreement (such as when the investigation is done off school premises), the Oregon Police Department retains the final authority to determine that all or part of a criminal investigation should be undertaken without first engaging in the meet and consult process.

c. For Speak Up Speak Out tips, the Parties agree to follow the process outlined here: Speak Up Speak Out Decision Tree 2026

7. The parties acknowledge a strong preference for resolving certain types of violations through the school disciplinary process, rather than through the municipal court or criminal justice system, For example, incidents involving disturbances or disruptions of school activities, loitering, profanity, and minor physical altercations not involving weapons or serious injuries, should generally be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a citation or referral for criminal or delinquency proceedings). The parties will use their best efforts to use the meet and consult process to resolve any disagreements regarding the appropriate disposition of a violation of law prior to the issuance of the citation, the referral or the disposition where practicable under the circumstances. The District retains the final authority to decide whether to subject a student to school discipline, and the Oregon Police Department retains the final authority to decide whether to refer a violation of criminal or civil law to the legal system.

8. The parties seek to ensure the safety and security of students while also ensuring a positive environment conducive to student learning. They understand that, during the school day, school administrators stand *in loco parentis,* meaning they "stand in the shoes" of the parent. This means the school has certain responsibilities regarding its students. Accordingly, the following guidelines apply to the SRO and/or other law enforcement officers:

a. Students shall not be taken into custody at school except where there are reasonable grounds to believe the student poses a real and immediate threat to student, staff or public safety, or pursuant to a warrant, or with the District's prior approval.

b. When a student is taken into custody, it shall be done in a manner least disruptive to the educational environment, and respectful of the student's privacy, as permitted by the circumstances.

c. The student's parent/guardian shall be notified of a child being taken into custody as soon as practicable and without delay by the SRO and/or school administration.

d. For issues that did not occur at school, do not involve school-sponsored events, do not involve transportation services provided by the District, or do not involve potential school disciplinary issues, students shall not be questioned at school except where: (i) the student poses a real and immediate threat to safety, (ii) pursuant to a warrant or other state law (such as child abuse/neglect statute); (iii) with permission from the student's parent/guardian; or (iv) with permission from the District Superintendent or a District Office administrator. ~~the District's in-house legal counsel~~. In all cases, questioning shall be done in a manner that is least disruptive to the educational environment, and that is respectful of the student's privacy, to the extent permitted by the circumstances.

e. In the event a criminal act may have been committed at school, at a school activity, or while using transportation services provided by the District, or in the case of potential school disciplinary issues, the SRO or other law enforcement may question students at school within the following parameters:

i. the questioning shall occur in a time, place and manner that is confidential and is least disruptive to the learning environment as practicable given the circumstances;

ii. a school administrator or their designee, not the SRO or other law enforcement officer, shall notify the student of the need for a meeting if the student is at school, except when otherwise agreed during the meet and consult process, where there is an emergency situation, or law enforcement has a warrant

or other court order;

iii. a school administrator shall be offered the opportunity to be present during questioning unless otherwise agreed during the meet and consult process, unless prohibited by law or there is an emergency;

iv. if the student is suspected of committing a crime, the SRO or other law enforcement officer shall contact the student's parent/guardian in advance of questioning, and the parent/guardian will have a reasonable amount of time to be present for the questioning if so desired, except where otherwise agreed during the meet and consult process, or unless the Lieutenant or Chief determines otherwise due to immediate concerns for public safely, emergency circumstances, or where required by law;

v. if it is an emergency or other situation as described in paragraph iv above where the parent/guardian is not contacted in advance, the SRO shall notify the parent/guardian of any questioning of students as soon as practicable and without delay after the questioning except where there are safety concerns to doing so or it is prohibited by law.

f. The SRO or other law enforcement may use their cameras or other recording devices only to record audio and/or video in performance of their duties in accordance with Village policy or state law, and on school property only in the following circumstances: 1) at events outside the school day that are open to the public; 2) in public areas outside the school building such as the parking lot or athletic fields; 3) while in the SRO's office or other areas in the course of investigating potential criminal activity; 4) at the request of District staff; or 5) in emergency situations.

Information Sharing

9. The 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.

a. An SRO may be provided access to student records information maintained by the school district only as needed by the SRO to perform his or her duties as SRO. An SRO may also be granted access to student 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 student records information consistent with FERPA and Wisconsin pupil records law. Should

there be a question as to student confidentiality, the SRO shall consult with the District's in-house counsel or their designee prior to the release of information. All other information shared with law enforcement shall be in accordance with state and federal law. Should the SRO or law enforcement seek records other than directory data, or security camera recorded footage pursuant to the approved process, all requests shall be made to the District's in-house counsel. The District agrees to process requests in a timely manner. See
Law Enforcement Access to School Records: Quick Reference Guide

b. The District may allow the SRO access to the school security cameras and transportation camera system upon request to the applicable school administrator, the Executive Director of Business Services or the District's in-house counsel where the SRO has a legitimate educational and/or safety interest, and in accordance with Board Policy 931: Electronic Surveillance of Public Areas and Board Policy 751: Transportation. The SRO understands that the SRO cannot share the information with the Oregon Police Department or other third parties except where allowed by law. Notwithstanding the foregoing, the District will provide the Chief, the Lieutenant and the SRO with the credentials required to access such systems within the following parameters:

i. Except as provided for in this Agreement, or 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;

ii. Access is allowed without such prior written consent only in the event of an active or immediate threat that may result in the imminent death of or significant bodily harm to any person on school property, on school-provided transportation or at a school-sponsored activity. 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.

iii. The Chief or the Chief's designee shall notify the District's In-House Counsel and the District Superintendent immediately of camera access and the active or immediate threat that is precipitating camera access.

iv. Should any person use the credentials provided to the Chief, Lieutenant, and the SRO to access any of the Camera Systems in violation of this Agreement, or in violation of

Board Policy, municipal ordinance, state or federal law, or the Wisconsin or U.S. Constitution, the District reserves the right to modify or revoke future access. To exercise such right, the District shall provide written notice to the Village of its intent to exercise such right, which shall include a statement of the grounds for modifying or revoking access and any limitations on the future use of the Camera System.

10. 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 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.)

School Resource Officer Training Requirements

11. The SRO shall join the National Association of School Resource Officers, the cost of which shall be paid by the District. The SRO shall receive such training as 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. . Training topics, goals, and objectives shall be determined jointly by representatives of the school and the Oregon Police Department. For District requested training, the District shall pay any registration fees. Training shall be provided in the following areas:

a. Training as set forth by the agreement with the Suburban Training Consortium. Training Sessions will be conducted to provide the SRO with appropriate in-service training such training specifically designated for SROs, updates in the law, firearm training, and other tactical training as paid for by the Village.

b. Non-violent Crisis Intervention to be provided for and paid by the District;

c. Equity training to provided for and paid by the District;

d. Trauma informed practices and student mental health training as provided for by the District;

e. National Alliance of Mental Health Crisis Intervention Training; and

f. Other appropriate trainings as mutually agreed upon by the parties.

Program Assessment

12. The Village and the District shall collaborate to meet with school community members as needed to discuss the SRO Program. The School Resource Officer Program will be assessed within the 3~~6~~ months prior to the expiration of the Agreement - jointly by the District and the Village unless both parties agree on the need for other meetings. The following areas will be used to evaluate the program:

a. Success of established goals ~~and objectives~~;

b. Contacts with students, staff and citizens (citations, arrests, community and school outreach activities, etc.);

c. Success of meet and consult process;

~~d. Success of collaborative strategic planning; and~~

d~~e~~. Student, staff, family and community feedback.

Structure and Funding for School Resource Officer Program

13. 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 50/50 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.	SRO Kelly Days	104 hours per school year
	Total SRO Hours	1,586 hours per school year
	District Contribution	793 hours per school year
f.	Equipment Costs	$7000
	District Contribution	$3,500

14. The Village agrees to employ one SRO during the term of this SRO Agreement. The individual assigned to be the SRO for the District shall be by mutual agreement of the Village and the District. The District shall participate in the selection process. The SRO shall be an employee of the Village and shall be subject to the administration, supervision and control of the Village and the Chief of Police, except as such administration, supervision and control is subject to the terms and conditions of this SRO Agreement. At no time shall the SRO be an employee of the District. Should the parties not agree on the SRO candidate, either party may terminate the Agreement as provided for in paragraph 21.

15. The District shall provide the SRO with access to an air-conditioned and private office which shall contain 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 communication resources; and other office equipment, supplies and forms required in the performance of the SRO's duties. The District shall have access to the office.

16. As an employee of the Village, the SRO shall follow the chain of command as set forth in Village Policies and Procedures, as well as follow the SRO Agreement and Board policies and expectations for the District's professional staff. The Village shall have the power and authority to supervise and discipline the SRO. In the performance of ~~his/her~~ the SRO's duties, the SRO shall coordinate and communicate with the school administrators.

17. a. The maximum number of hours that the SRO shall be on duty in a work week shall be 40 hours per the union contract. Subject to the approval of the Village, the school administrators may request the SRO to be present and on duty at certain specified times that would result in the payment of overtime wages to the SRO ("Approved Overtime.") The District shall reimburse the Village for the cost of all Approved Overtime exceeding 10 hours of Approved Overtime in each school year. The SRO's normal workdays are Monday through Friday from 8:00 a.m. - 4:00 p.m. The SRO shall be present in the schools during times that students are in session. 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 directed by the Chief, including as necessary to respond to any mutual aid request by an appropriate law enforcement area with jurisdiction.

b. The SRO may be called to respond to an emergency or provide assistance to the Village during normal school duty hours, which shall not serve to reduce the compensation paid by the District under this SRO Agreement. ~~The SRO may make up the hours in a manner determined by mutual agreement of the Parties~~. In the event the SRO must be absent from the

schools, the SRO shall notify the District's in-house legal counsel and the school administrators unless the SRO is unable to do so due to emergency circumstances. (The District will provide a group distribution list for ease of use.) The Village shall assign another officer to substitute for the absent SRO, unless the Village lacks the personnel needed to provide a substitute SRO.

Insurance and Indemnification

18. 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) for any acts or omissions that occur or claims that are made during the term of the SRO Agreement.

19. Should there be any action, suit or claim made against the District, the Village agrees to hold the District, its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO officers or the SRO Program,including any and all damages, including attorneys' fees and costs, resulting from the unauthorized access of the Camera Systems.

Duration

20. The term of this Agreement shall be from _____, 2026 until August 31, 2027. This Agreement must be reviewed and approved by both the District and the Village before being renewed. ~~This Agreement shall become effective September 1, 20264 and remain effective until August 31, 2026, whereupon it must be reviewed by the District and the Village before being renewed.~~

21. Either party may terminate this Agreement by serving written notice to all other signatories at least sixty (60) days in advance of such termination. A termination by a signatory shall eliminate the presence of the SRO at the Oregon School District. Should the Agreement be terminated, the Village of Oregon shall reimburse the Oregon School District for any amounts paid for hours not worked by the SRO.

Joint Release

22. Within 30 days of the last signature to this Agreement, the Village and the District shall, in cooperation with each other, prepare and issue a joint press release approved by the Village Administrator and the District Superintendent regarding the approval of this Agreement

that highlights the purpose and goals of the SRO Program and recognizes the contributions of the SRO, the Village and the District in creating and maintaining a safe and positive school environment.

OREGON SCHOOL DISTRICT	VILLAGE OF OREGON
By: _____	By:_____
Its: District Superintendent	Its: _____
Date: _____	Date:_____