

## **Contribution Agreement:**

### School Resource Officer Program and Crossing Guard Program

#### **I. The Parties**

- 1.01 The Appleton Area School District (hereinafter "District"), doing business at its main office located at 131 E. Washington Street, Suite IA, Appleton, Wisconsin.
- 1.02 The City of Appleton Police Department (hereinafter "Police Department"), doing business at 222 South Walnut Street, Appleton, Wisconsin.

#### **II. The Recitals**

**Whereas,**

- 2.01 The Appleton community benefits from having School Resource Officers (hereinafter "SROs" or "SRO") present in schools to offer guidance with matters involving law enforcement to students, staff, family members, and members of the school neighborhood.
- 2.02 The Police Department benefits from having its officers fulfill their duties while present in community schools.
- 2.03 The Police Department and the District recognize the SRO program (formerly known as the Police School Liaison/PSL program) to be worthwhile and therefore desire to continue the program in the future.
- 2.04 The District recognizes that the Police Department incurs expenses in providing the SRO program, as the SROs are sworn officers of the Police Department.
- 2.05 Recognizing the benefits of the SRO program, the District desires to contribute funds to the Police Department to help offset program expenses.
- 2.06 The Appleton community benefits from having crossing guards assigned to specific locations within the City of Appleton to help ensure safe travel for all pedestrians crossing those locations near schools.
- 2.07 The Police Department recognizes the important community safety benefits from having crossing guards assigned to specific locations.
- 2.08 The District recognizes that the Police Department incurs expenses in providing and managing crossing guards at specific locations throughout the school year.
- 2.09 The Police Department and the District recognize the important public safety services that crossing guards provide to the community and therefore desire to continue the crossing guard program in the future.
- 2.10 Recognizing the benefits from the crossing guard program, the District desires to contribute funds to the Police Department to help offset program expenses.

### III. The Agreement

**Now therefore,**

- 3.01 The recitals are made part of the agreement.
- 3.02 The District shall make a contribution to the Police Department for 50% of the personnel costs including salary and fringe benefits for 12 SROs for the 2022-2023 school year, the 2023-2024 school year, the 2024-2025 school year, the 2025-2026 school year, and the 2026-2027 school year. The District will contribute 100% of overtime costs for School related activities that are authorized by a District school principal or associate principal.
- 3.03 The District shall make said SRO program contributions to the Police Department in semi-annual installments, to be paid no later than the last business day of January and July.
- 3.04 The SROs shall be under the direct supervision of the Chief of Police or designee, and follow guidelines set forth in the November, 2021, Memorandum of Understanding (MOU) between the District and the Police Department
- 3.05 Indemnification: The District, having determined that the use of SROs on their campuses is essential to the operation of the district, and in exchange for the monetary consideration set forth in the agreement and the Police Department's agreement to the terms of the MOU, agrees to fully indemnify the SROs proceeded against in their official capacities, or individually, because of acts committed while carrying out the duties of a SRO within the school district. The District therefore agrees to pay judgments taken against the SROs in excess of any insurance applicable to the officer under the provisions of §895.46 Wis. Stats. The District's duty to indemnify under this paragraph shall be co-terminus with the responsibilities set forth in § 895.46 and, nothing in this agreement shall be read to require the District to provide any protections that are broader than or inconsistent with § 895.46.
- 3.06 The District shall make a contribution to the Police Department for 50% of the program costs of the crossing guard program for the 2022-2023 school year, the 2023-2024 school year, the 2024-2025 school year, the 2025-2026 school year, and the 2026-2027 school year.
- 3.07 The District shall make said crossing guard program contributions to the Police Department in semi-annual installments, to be paid no later than the last business day of January and July.
- 3.08 This agreement supersedes all prior or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The agreement cannot be changed or modified orally. This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

### IV. Severability

- 4.01 In the event that any part of this agreement is found to be illegal or unenforceable, it shall be stricken from the agreement and the agreement interpreted as if that clause did not exist.

**IN WITNESS WHEREOF**, the undersigned parties by causing this instrument to be executed, indicate that they are authorized representatives of the parties named herein, have read and understand all the terms and conditions of this agreement, and do bind the parties to comply with the agreement.

**APPLETON AREA SCHOOL DISTRICT**

Attest: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
A duly authorized representative  
of the Appleton Area School District

**CITY OF APPLETON POLICE DEPARTMENT**

Attest: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
A duly authorized representative  
of the Appleton Area School District