

CONTRACT
between the Madison Metropolitan School District and the City of Madison
for
SCHOOL RESOURCE OFFICERS
(2019/2020 through 2021/2022 school years)

1. **PARTIES.**

This is a contract between the City of Madison, Wisconsin, hereafter referred to as the "CITY" and the Madison Metropolitan School District (MMSD) hereafter referred to as "MMSD."

2. **PURPOSE.**

The MMSD School Resource Officer (SRO) Program is foremost a preventative collaboration and strategy between the MMSD and the Madison Police Department (MPD) which seeks to ensure that the four primary high schools are safe, secure and welcoming for all. Through this collaboration, SROs will use and be adept in the principles of community oriented policing and committed to the establishment of trust based partnerships with their respective school communities. Through proactive problem solving, SROs and MMSD together with school administrators will work to foster a safe and supportive learning environment for students, teachers, and staff.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

This Contract is for the placement of Madison Police Officers, known as School Resource Officers or SRO's, at four high schools in the Madison Metropolitan School District, an arrangement that is beneficial to both parties. Services on behalf of the CITY will be performed by the Madison Police Department ("MPD"). The CITY will perform the following services and payments will be made by MMSD according to the following attachments which are hereby incorporated and made a part of this Contract:

For Services see: Attachment A, "Collaboration Agreement."

For Payments see: Attachment B, "Payment for Services."

4. **EFFECTIVE DATE.**

This contract shall become effective upon execution by the Mayor, on behalf of the CITY of Madison; for the dates described in Section 21 and Attachment A, herein.

5. **ENTIRE AGREEMENT.**

The entire agreement of the parties is contained herein and this contract supersedes any and all oral contracts and negotiations between the parties.

6. **ASSIGNABILITY/SUBCONTRACTING.**

CITY shall not assign or subcontract any interest or obligation under this contract without MMSD's prior written approval.

7. **DESIGNATED REPRESENTATIVE.**

A. CITY designates the Chief of Police of the Madison Police Department as Contract Agent with primary responsibility for the performance of this contract. In case this Contract Agent is replaced by another for any reason, the CITY will designate another contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 13, Notices.

- B. MMSD designates the Assistant Superintendent for Business Services as the Contract Administrator for MMSD.
8. **PROSECUTION AND PROGRESS.**
- A. Services under this Contract shall commence as described in Attachment A, Collaboration Agreement.
 - B. The CITY shall complete the services under this Contract within the time for completion specified in Attachment A, the Scope of Services, including any amendments. The time for completion may be extended by the MMSD in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the parties.
9. **AMENDMENT.**
- A. This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.
 - B. The MMSD-MPD Internal Work Group (formerly the “working team” and established in 2017), comprised of an equal number of representatives of the MMSD and MPD shall continue to meet as necessary to review all available information, including all data related to the use of the SROs, and all provisions of this contract in order to consider whether any changes and/or amendments are necessary in order to improve the use of SROs in MMSD schools and/or the communication between the parties regarding such use. Discussions shall also include a review of Attachment A in order to consider further clarifications of actions MMSD staff and SROs may take in lieu of issuing citations and making arrests including the increased use of the restorative justice practices.
 - C. MMSD may amend this Contract to reduce the number of SROs assigned to MMSD as outlined in Attachment A. Section I. from four (4) SROs to three (3) SROs. MMSD shall notify the CITY in writing before the removal is to occur. Specifically said notice shall be provided by September 15, 2019, to effectuate a reduction on June 15, 2020 or June 10, 2020 to effectuate a reduction on January 1, 2021. The notice must include the name of the school that will no longer have a SRO assigned and the reason for said reduction. MMSD understands that the removal of a SRO from a school may result in reassignment of some or all of the remaining SORs among the remaining schools and that the assignments of the SROs shall be determined at the sole discretion of the CITY.
10. **EXTRA SERVICES.**
- The MMSD may request the CITY to perform extra services or decreased services, according to the procedure set forth in Section 18. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. See also Attachment B, paragraph V, regarding Overtime.
11. **NO WAIVER.**
- No failure to exercise and no delay in exercising, any right, power or remedy hereunder on the part of the parties shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than

- C. If in the CITY's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the CITY shall not proceed to carry out the extra service, but shall notify the MMSD, pursuant to Section 13 of this agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- D. Attachment B, Paragraph V shall supersede this section with respect to any requests for services that require officers to work overtime.

19. **DEFAULT/TERMINATION.**

- A. In the event either party shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of thirty (30) days after written notice thereof, the non-defaulting party may, at its option and in addition to all other rights and remedies which it may have at law or in equity against the other party, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights under this contract.
- B. MMSD and CITY reserve the right, upon written notice, to cancel the contract effective June 15, 2021. The cancelling party shall provide written notice of termination to the non-cancelling party no later than September 15, 2020. In the event of termination under this subsection, MMSD will pay the CITY for all work completed by the CITY.

20. **LIABILITY.**

Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the parties to waive any statutory protections or impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this agreement

21. **TERM AND RENEWAL.**

The term of this Agreement shall be for three years from August 1, 2019 through June 15, 2022 and is intended to cover MMSD's school years for 2019-2020, 2020-2021, and 2021-2022, as more particularly described in Attachment A, paragraph II.A.

If the parties wish to renew this contract for a future term, the parties shall commence negotiations of a successor agreement no less than six months prior to the expiration of this contract.

22. **NON-DISCRIMINATION.**

In the performance of work under this contract, MMSD agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. MMSD further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

In the performance of work under this contract, CITY agrees not to discriminate against any MMSD employee, volunteer, student or student family member because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. CITY further agrees not to discriminate against any employee or applicant for employment, subcontractor or person who offers to subcontract on this contract because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

**THE MADISON METROPOLITAN
SCHOOL DISTRICT**

By: _____

(Print Name): Kelly Ruppel

Title: Board of Education Secretary

Date: _____

THE CITY OF MADISON, WISCONSIN
a municipal corporation:

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

By: _____
Michael C. Koval, MPD Chief of Police

Date: _____

APPROVED:

David, Schmiedicke, Finance Director

Date: _____

Eric Veum, Risk Manager

Date: _____

APPROVED AS TO FORM:

Michael P. May, City Attorney

Date: _____

ATTACHMENT A

COLLABORATION AGREEMENT

The City of Madison (“CITY”) through the Madison Police Department (“MPD”) will provide the following service to the Madison Metropolitan School District (“MMSD”):

- I. The Chief of Police will assign one Police Officer to West High School, one Police Officer to East High School, one Police Officer to James Madison Memorial High School, and one Police Officer to La Follette High School, each officer in the capacity of School Resource Officer (SRO). These assignments will be on a full time basis for each school year beginning in August 1, 2019 and ending June 15, 2022, as more particularly described in par. II A. Should the parties agree to a successor agreement, and by mutual agreement of MPD and the MMSD and in accordance with applicable labor agreements, the assigned SRO may continue to be assigned as an SRO for the term of the successor agreement. The assigned officers will be selected in cooperation with the principals of the named high schools and taking into consideration student and community input and applicable labor agreements, understanding the final decision is that of the Chief of Police. The District Captains will act on behalf of the Chief of Police in recommending the assignment selections. If MMSD notifies the CITY that it requests the removal of a SRO as outlined in Section 9(C) of this Contract the CITY will determine whether the remaining SROs will remain at their assigned schools or whether the SROs will be reassigned to the remaining schools as the CITY deems appropriate.
- II. The SRO will be organizationally assigned to the MPD District in which the school is located:
 - A. SRO will be under the command of the appropriate district commander and subject to all rules and regulations of the Madison Police Department.
 1. SRO’s hours of work (8 hours of regular duty, 15 minutes of briefing time) will be 8:00 a.m. to 4:15 p.m. or a similar schedule to coincide with the hours school is in session. This includes administrative time allocated for SRO report completion and SRO class preparation.
 2. SROs, at their discretion and approval of command staff, may occasionally wear a “soft” uniform or plain clothes uniform.
 3. In the event of an emergency, the Chief of Police has the right to temporarily remove SROs from the schools and reassign them to general law enforcement responsibility. In such event, the Chief of Police shall provide MMSD the earliest practicable notice of the need for and likely duration of the temporary removal. Police personnel shall also promptly meet with MMSD personnel in order to provide advice and assistance to minimize any negative impact on school. The meetings shall occur in advance of the removal unless it is impossible to do so.

- B. SROs will coordinate daily activities as described in Section III, with the school principal/designee. The SRO's commander will be a resource to resolve any conflicts which may arise in this area.
 - C. The Parties and their respective personnel will work cooperatively to carry out this SRO contract so as to enhance the safety of students and staff and maintain an environment in which education and learning can take place. It is understood that SROs remain responsible to adhere to and comply with MPD policies and all applicable local, state and federal law, when using their individual discretion to determine outcomes.
 - D. The Parties will share information as necessary for the administration and performance of this Agreement, consistent with local, state and federal law relating to confidentiality and disclosure of public records, including but not limited to MMSD pupil records, created or maintained by educational institutions and law enforcement agencies. Consistent with the foregoing, the Parties shall cooperate and coordinate responses to and investigations of incidents in their mutual interest and as soon as practicable debrief all incidents in which the SRO has used force against a student or staff member or has questioned a student or staff member who is suspected of committing a crime or ordinance violation. Any incident of restraint or seclusion, as defined in Wis. Stat. Sec. 118.305, shall be included in a report of restraint and seclusion as required by Wis. Stat. Sec. 118.305(4) and authored by MMSD. SROs will also follow the MPD Use of Force Documentation Standard Operating Procedure.
 - 1. For the purposes of access to student records by an SRO, the SRO is also considered a "school official" as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g. A SRO may be provided access to student information only as needed by the SRO to perform his duties related to educational or school administration activities when the SRO use of such student information remains under the direct control of the MMSD. Such information may include student behavior intervention plan(s) and safety plan(s). A SRO may also be granted access thereto in the event of an emergency situation threatening the health or safety of a student or other individual. The SRO may only redisclose such student information consistent with FERPA and Wisconsin pupil records laws, Wis. Stat. Sec. 118.125.
 - 2. Records or other information created and maintained by a SRO for the purpose of ensuring the safety and security of persons or property in MMSD schools, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records – even when such records serve the dual purpose of enforcing school rules – and are not subject to the same prohibitions of access or disclosure by SRO.
- III. The Parties are committed to providing an enhanced and principled approach to police service in the schools reflecting both the educational role and the law enforcement role of the SRO. In carrying out this approach the MMSD and the SROs acknowledge and agree that a request for SRO or MPD assistance does not necessarily need to result in an arrest or citation. The SRO duties will include but not be limited to:

A. Law enforcement activities.

1. Conduct initial investigations into criminal and ordinance violations occurring on campus and consult with school officials on the best course of action balancing the best interests of the student and the school community.
2. For offenses committed by students in the school that they are enrolled in, officers will consider all available alternatives prior to arrest and citation.
3. Where practicable, students will not be taken into custody at school, except when the student is suspected of committing a crime or has posed or is posing a real and imminent threat to students, teachers, or public safety or pursuant to a warrant.
4. Where practicable, school principals will be consulted prior to a student being taken into custody or issued a citation.
5. Act as liaison with local law enforcement agencies to exchange basic information concerning students consistent with state and federal laws, and to provide assistance to law enforcement agencies as well as the principal in matters relating to delinquent or criminal activities associated with MMSD students.
6. Work with school administration, families, student services, and students to identify conditions which could be harmful to the physical and/or emotional welfare of students and to work with school administration to bring school and community resources to bear on any safety concerns.
7. Collaborate with schools to provide appropriate training regarding SRO response to critical incidents, including crisis intervention and de-escalation techniques, response to school fights and disturbances, and response to students with mental health needs or intellectual disabilities, as well as the use of Restorative Justice Practices and Youth and Community Courts.
8. For suspected crimes or ordinance violations that have occurred off campus, SROs will make every effort to interview or arrest students outside of school hours and outside of the school grounds. If necessary, due to an imminent threat to the school community or other extenuating circumstances, SROs may interview or arrest students on campus and will inform the Principal as soon as practicable of the arrest or interview.
9. When provided by MMSD, within a reasonable period of time from selection as a SRO, but no later than the conclusion of the first full school year, if feasible, of the SRO's first year assigned as a SRO, engage in MMSD-approved training in the areas of autism, trauma informed interventions, trauma responses, adolescent brain development, nonviolent crisis intervention, implicit bias, racial bias and empathy training. MMSD and MPD will identify additional training opportunities for ongoing training of SROs.

- B. In collaboration with school-based administrators and educational staff, provide educational resources to students on issues related but not limited to:
1. Alcohol and other drugs.
 2. The role of law enforcement in the educational setting as well as the role of law enforcement in the community.
 3. Violence and other crime prevention as well as personal safety information and instructions.
 4. MMSD may use SROs, in cooperation with other materials and resources, as one source of information related to laws, ordinances or juvenile code. SROs should not provide legal advice to students.
- C. Educational resources to parents in areas listed in sec. III.B. above.
- D. Along with other MPD and MMSD resources, provide training and information to school staff on topics related to alcohol, other drugs, gangs, violence and other crime prevention as well as personal safety and violence diffusion techniques.
- E. Participate in school administration activities related to:
1. The development of a School Safety Plan, as required by Wis. Stat. Sec. 118.07(4) for the school.
 2. Being an active member and participating in the assigned school's school safety team.
 3. SROs should not enforce school policies or rules unless such policy or rule is also a suspected crime or violation of an ordinance. School staff shall not use or threaten to use SROs to enforce school policies or rules. The parties understand that the intent is not to use the SRO to enforce school policies and rules, but to turn over such enforcement to school authorities.
 4. Consistent with MPD and MMSD goals, whenever possible, SROs should utilize Restorative Justice Practices and/or Youth and Community Courts in lieu of issuing citations or arrest warrants. Specifically, in alignment with the underlying philosophies of MMSD's Behavior Education Plan, which focuses on the use of progressive disciplinary approaches and intervention in lieu of exclusionary practices, SROs should use problem solving techniques and other available options in lieu of issuing citations or making arrests whenever possible.
 5. Faculty and building administrative team meetings.
 6. Student discipline. It is understood by the parties that confidential student record information with regard to specific student discipline cases will not be shared with non-school personnel except as provided by MMSD policy, state and federal law, and Section II.D. above. Confidential law enforcement record information with regard to specific cases will not be shared with non-police personnel except as provided by MPD policy or applicable law.

7. Providing expert technical advice to school administration related to topics such as school searches for drugs, weapons or other contraband.

F. Coordination and Planning.

1. The Chief of Police or designee and the Superintendent of Schools or Designee shall ensure that the assigned SROs, their district commander, the school principal or designee, and other MPD or MMSD employees as appropriate will meet at the beginning of each school year to develop a mutually agreed upon plan for implementing items III.A. through E. herein. This meeting shall be held before the first day of school, unless, due to unavoidable schedule conflicts, another date is agreed to by all participants and the date is chosen and agreed prior to the first day of school.
2. The annual implementation plan described in paragraph 1 above shall reflect the balanced approach to police services desired by the Parties. To that end the plan shall identify specific classroom educational opportunities to be provided or facilitated by the SRO in the course of the school year.
3. The participants listed in paragraph 1 above, shall attend additional meetings as necessary throughout the school year to ensure success of the plan developed at the meeting held at the beginning of the school year.
4. The Parties agree to provide training to newly selected SROs. The training will be provided jointly by MPD and MMSD, and will be scheduled prior to the new SRO assuming his/her position, unless it is impractical to do so. This training will include a one day orientation for MPD staff and MMSD staff. In addition, MMSD, as directed by the Safety Coordinator or school principal, and MPD may designate additional training for new and continuing SROs subject to Attachment B, section VIII. When MMSD has designated additional training, the Safety Coordinator will e-mail said training to the SRO and the MPD Captain of Centralized Services and if there is no objection from MPD, the SRO shall attend said training.
5. MMSD and MPD will meet quarterly to review arrest and citation data, restorative justice practices and other diversion and deflection efforts. MPD will regularly provide to MMSD a detailed summary of citations and physical arrests, and activities, problem solving and incidents at the school to which the SRO is assigned. MMSD and MPD will work collaboratively to increase the use of the restorative justice processes. In addition, the SRO shall submit to the Chief of Police or designee and the Superintendent of Schools or designee an annual report on or before July 15 detailing SRO activities for the most recently concluded school year and summarizing the safety/security situation in each high school with an assigned SRO including the use of restorative justice. MMSD

and MPD shall work together to determine the format for such report and, consistent with federal and state confidentiality laws, such report shall be posted on the District's website.

6. The quarterly review set forth in paragraph 5 above, shall also include a review of the number of arrests and citations, disaggregated by race, gender and disability, type of offenses committed, available trends related to reporting of crimes, calls for SROs assistance and whether the calls were SRO initiated or initiated by MMSD staff. Based on that analysis, MPD and MMSD shall work collaboratively to identify all possible causes of disproportionality and develop steps to eliminate it.
7. Annually, MMSD shall publish a SRO Report that covers SRO activity and arrest and citation incidents at MMSD high schools. This report will include information regarding the SRO's role in creating a safe and welcoming school environment. This report shall be made available via MMSD's website and any other means MMSD determines to be appropriate. Prior to the release of this report, MMSD will meet with MPD staff to review said report and ensure that the report is up to date and accurate.

IV. Replacement selection:

- A. If it is reasonably anticipated that the assigned SRO will be unable to perform the duties for periods of less than one month for reasons related to vacation, illness or injury, the District Captain, after consulting the school principal and MMSD Coordinator of Safety, will determine if there is a need to assign police personnel available to fill the temporary vacancy.
- B. If the SRO resigns or is otherwise unable or unwilling to perform the duties and the reasonably anticipated absence is one month or longer or is permanent, selection of a replacement shall be made pursuant to Attachment A.
- C. If the SRO will be absent from the school or will experience a significant delay of one hour or more in arriving at school, the SRO will contact the district commander and the school principal or designee as soon as practicable prior to the start of the school day to inform them of the absence/delay. In the event the SRO is unable to make such contact due to an emergency or unforeseen circumstance, the SRO will make such contact as soon as practicable.
- D. Performance concerns or complaints regarding the SRO's work shall be promptly brought to the attention of the SRO's commanding officer for investigation and disposition. To facilitate bringing such concerns to the attention of the commanding officer, MMSD shall develop a procedure by which a parent of an MMSD student, student or MMSD staff member may file a complaint with MMSD regarding allegations of inappropriate conduct by an SRO. MPD will work cooperatively with MMSD regarding any SRO complaint.
- E. MMSD may request MPD to assign a replacement SRO at the school, MPD agrees to review said request and meet with MMSD to discuss all concerns. MPD further agrees to take said request in consideration along with the best interests of the school when determining whether an SRO should be removed from the school. MPD understands that when MMSD brings a concern or complaint alleging the

SRO has involvement in criminal conduct, or consistent violations of MPD and/or MMSD policies these have the potential to undermine the SRO's effectiveness and ability to perform their assigned duties. MPD fully understands the seriousness raised in these cases and agrees that when these complaints are brought to the attention of MPD, MPD will thoroughly investigate said complaints and take any necessary discipline actions deemed appropriate, which may include the immediate removal of the SRO from the school. If MMSD's request for a replacement SRO is denied, MPD will provide a written rationale for said denial.

V. MMSD Will Provide the Following:

- A. Regular, periodic feedback regarding SRO performance as well as immediate information regarding significant, serious SRO performance concerns and the results of any investigations conducted pursuant to the procedures established in sec. IV.D. above to the SRO's commander who shall be responsible to take appropriate action.
- B. Secure work space for the SRO.
- C. Ancillary support services such as occasional clerical assistance, facsimile machines, copiers and telephones.
- D. Training with regard to school policies, practices, procedures and needs from the SRO.
- E. The Chief of Police, or designee shall provide regular, periodic feedback regarding school personnel cooperation with SRO in performance of the SRO's duties. MMSD shall be responsible to take appropriate action.

ATTACHMENT B

PAYMENT FOR SERVICES

- I. Briefing Time: School Resource Officers are allowed fifteen (15) minutes per day for briefing. The pay rate for briefing is 1.5 times the average hourly rate for patrol officers. A fringe benefit rate is applied to this salary. Briefing time will reflect the hours billed for that time period.
- II. Payment for Services: CITY will invoice MMSD on a monthly basis. Invoices will include the following information: Work location, name of police officer, date and hours worked, description of assignment (e.g. permanent SRO, SRO training, illness, injury), rate of pay, fringe benefits rate, total salary and fringe benefits.
- III. Rate of Pay: CITY will invoice MMSD based on the average hourly rate for Police Officers. Benefits are based on the rate for commissioned staff, set annually by the CITY Comptroller. Based on actual SRO charges of \$ 353,353 for 2017, estimated actual costs are: \$ 366,620 for 2019, \$ 373,440 for 2020, and \$ 380,386 for 2021. MPD will continue to search for alternative funding through grants and other cost sharing opportunities to help offset the costs to MMSD.
- IV. Overtime; Any hours worked by the SRO in order to complete a task related to law enforcement in the school (citation or arrest) which exceed the normal shift will be invoiced at the overtime rate of pay of the officer and shall be paid by MMSD. This does not include work completed under any special event contract. The actual rate of pay shall be the officer's actual payroll salary plus the fringe benefit rate. Billing for such extra work shall be done by the CITY on a monthly basis. Payment shall be made by MMSD within thirty (30) days of the date of billing.
- V. SRO – Short Term Absences (Less Than One Month):
 - A. Illness and Non-Work Related Injury: CITY will invoice MMSD for permanent SRO's sick leave which is up to nine (9) days per school year. CITY will invoice MMSD for a replacement officer's time if overtime is required.
 - B. Work Related Injury: MMSD will not be invoiced for time missed due to a work related injury. Worker's Compensation Insurance will cover this expense. MMSD will be invoiced for any time worked by a replacement officer.
 - C. Vacations and Regular Days off: When it is not possible for SROs to schedule vacations and regular days off outside of the time in which school is in session, and it is necessary to assign a replacement officer, and a replacement officer is assigned to perform the SRO services, MMSD will be invoiced at the rate of pay for the permanent SRO's salary and fringe benefits.
 - D. Bereavement: Pursuant to MPPOA contract, SROs shall be allowed three (3) days for each bereavement related to a death in the immediate family of the officer or his/her spouse. MMSD will pay for two (2) days of bereavement and the CITY will pay for one (1) day of bereavement leave.

VI. SRO – Long Term Absences (One Month or Longer)

If a SRO resigns or is otherwise unable or unwilling to perform his/her duties and the reasonably anticipated absence is one month or longer, a replacement officer shall be selected. Once the decision is made to select a replacement officer, MMSD will only be invoiced for salary and fringe benefits for the replacement officer.

VII. Training: SROs will be allowed four (4) days each year for inservice training and training necessary to maintain law enforcement certification, which shall be paid by the CITY. SROs may receive additional training which is specifically related to their SRO position. If MMSD requests additional training provided by or specified by MMSD, MMSD will pay for the officer's salary and fringe benefits on these training days. In addition, subject to prior approval by MMSD and the district commander, MMSD will pay up to five hundred dollars (\$500) annually per officer for training/conference fees for instruction related to school policing and youth issues.

VIII. Use of Squad Cars and Equipment. MMSD shall pay the CITY \$110 for four vehicles (\$27.50 per vehicle) per week for each school year during the hours that the SRO is on duty. SROs shall park the squad cars in designated, reserved parking spots.