

**PERSONNEL COMMITTEE AGENDA
AUGUST 3, 2022
5:00 PM
MUNICIPAL BUILDING
800 BORNER ST
PRESCOTT, WI 54021**

1. Call to Order
2. Roll Call
3. Approve Minutes for May 4, 2022, Personnel Committee
4. Employee Survey Presentation & Discussion
5. Revised Employee Handbook Changes – JA Counter Revisions
6. School Resource Officer Contract – City of Prescott and Prescott School District
7. Public Comment
8. Other Business
9. Adjourn

Next Meeting: November 2, 2022, at 5:00 PM or Earlier if Required

NOTICE
**ACCESS TO THE MUNICIPAL BUILDING FOR THE DISABLED IS
AVAILABLE THROUGH THE MUNICIPAL BUILDING PARKING LOT
ENTRANCE. ALL THOSE WITH SPECIAL NEEDS SHOULD CALL CITY
HALL OFFICES (715-262-5544) IF ASSISTANCE IS REQUIRED.**

CITY OF PRESCOTT, WISCONSIN

MAY 4, 2022 PERSONNEL COMMITTEE

Pursuant to due call and notice thereof, a meeting of Personnel Committee was held Wednesday, May 4, 2022 800 Borner St., Prescott, WI 54021.

Call to order/Roll Call: Meeting was called to order by Chair Maureen Otwell. Members present were Bailey Ruona and Dar Hintz. Also, present Mayor Robert Daugherty and City Administrator Matt Wolf.

Hintz/Otwell motion to approve minutes for February 2, 2022 passed without a negative voice vote.

City Administrator Matt Wolf discussed telework policy/contract. This would allow the employees to work one day a week from home. This policy could only be used by employees who can work from home. This would not include public works or police officers as their work would not be able to done from home. The Personnel Committee was in consensus of this policy and city staff will work on the contract.

Discussion was held on the hours of work City Administrator Matt Wolf presented a proposal for city hall to be open 9 hour days on Monday – Thursday and ½ day on Friday. The personnel committee has some concerns about the change in hours and asked city staff to keep track of the number of people at the window and phones on Friday afternoon.

There were some concerns which were brought forward regarding updates in the employee handbook including art work on body, at-will employee and retirement definition. City Administrator Wolf asked that they revisions be reviewed by the third party who helped with the handbook.

There was discussion on PTO verses vacation and sick. The personnel committee stated they should have additional meetings to discuss the employee handbook and PTO.

Ruona/Hintz motion to adjourn passed without a negative voice vote.

Respectfully Submitted

Jayne M. Brand
City Clerk



To: Personnel Committee
From: Matt Wolf, City Administrator
Date: July 21, 2022
Subject: Employee Survey Presentation and Discussion

Discussion

Treasurer Beth Lansing and I are meeting with each City Department (Library, Public Works, Police, and Administration) to discuss the employee survey that will be conducted. As part of that survey, we are giving the option of staff to keep their current Vacation/Sick benefits or move to a Paid Time Off system. As part of the meeting, we will be giving the same presentation to the Personnel Committee that is being given to each City Department.

The plan is to have the survey go out the second week in August and be completed by August 31st. The results would be compiled and shared with staff and Council.



To: Personnel Committee
From: Matt Wolf, City Administrator
Date: July 21, 2022
Subject: Revised Employee Handbook Changes

Discussion

Staff will provide a presentation of changes in the proposed draft of the Employee Handbook. Note this current version does not have any changes to employee benefits. The employee survey previously discussed will be discussed at a subsequent meeting of Council or Personnel Committee. Pete Whiteneck from JA Counter, who we hired to review and update the handbook, will be present at the Personnel Committee to review the proposed changes and help answer questions.

1. Although the City of Prescott does not have more than 50 employees as a local government it does have to follow requirements of the Family Medical Leave Act. Those changes have been incorporated into the employee handbook. (pg. 21)
2. The section At-Will Employment has been added (pg. 6)
3. The section Americans with Disabilities Act (ADA) has been added (pg. 6)
4. The section Anti-Harassment and Non-Discrimination Policy (pg. 7) has been added
5. Workplace Violence Policy has been added (pg. 8)
6. Open Door Policy has been added (pg. 9)
7. Employment of Relatives has been added (pg. 9)
8. Personal Relationships in the Workplace has been added (pg. 9)
9. Bulletin Boards has been added (pg. 11)
10. HIPAA has been added (pg. 13)
11. Privacy in Connection with Employment (pg. 24)
12. Outside Employment has been added (pg. 24)
13. Solicitation and Distribution has been added (pg. 24)
14. Telecommuting Policy has been added (pg. 30)
15. Rules of Conduct and Discipline has been added (pg. 32)
16. Discipline Process has been added (pg. 33)
17. Driver and City Fleet Policy has been officially added to the Handbook (pg. 35)
18. Modified Duty/Return to Work Policy has been added (pg. 39)
19. Separation of Employment has been added (pg. 46-47)
20. Employee Handbook Acknowledgment of Receipt Form (pg. 48)

Recommendation

Discuss the proposed changes and offer feedback on any items of concern.



To: Personnel Committee
From: Matt Wolf, City Administrator
Date: July 21, 2022
Subject: School Resource Officer Contract

Background

The City of Prescott currently receives \$10,000 in funding from the Prescott School District to help fund the School Resource Officer (SRO), which helps provide the school a sworn law enforcement officer trained in school-based crisis response and law enforcement. The City would never not answer a call for assistance by the school or any other business or resident, however the current gap in funding the SRO results in the City subsidizing a large portion of the work.

Our current SRO is also the City of Prescott Investigator and splits his time between both the SRO work and investigative work. Generally, there are 36 weeks in a school year and with benefits our SRO costs around \$42.60 per hour. The SRO spends about 20 hours a week assisting at area schools for a total cost to the City of \$30,672.

Discussion

The City has been in discussions and has negotiated a new agreement regarding the SRO position that increases the amount of pay to \$26,001. Additionally, the agreement has added language that splits the overtime that may be required because of special events or needs between the School District and the City. Those are the only substantial changes otherwise everything else remains the same from the previous contract.

The Prescott School District reviewed the agreement at their June 15, 2022, meeting and approved it by a vote of 3-to-0.

Recommendation

Discuss the SRO agreement with the Prescott School District and consider recommending it to Council.

Attachment

School Resource Officer Agreement – City of Prescott & Prescott School District

**Intergovernmental Agreement
Police-School Liaison Officer Program
between
City of Prescott
and
Prescott School District**

This agreement entered into this 1st day of September 2022 by and between the City of Prescott, a Wisconsin municipal corporation, 800 Borner Street, Prescott, Wisconsin, herein referred to as "City", and the School District of Prescott, 1220 Saint Croix Street, Prescott, Wisconsin herein referred to as "School District."

1. **Purpose:** The purpose of this Agreement is to continue a joint proactive program between the City and the School District, which promotes and enhances safe and healthful educational environments and facilitates the general health, welfare, and safety of the community. This agreement is enacted pursuant to Section 66.0301 of the Wisconsin Statutes.
2. **Goal:** The philosophy, objectives, supervisory responsibilities, and specific officer duties are contained in the job description for the School Resource Officer hereafter "SRO", which is attached hereto and is incorporated as if fully set forth verbatim. The SRO program is founded on the concept of crime prevention, relationship building, and character development.
3. **Term:** The initial term of this Agreement shall commence upon execution of this agreement by both parties and will remain in effect from September 1, 2022 through May 31, 2023.
4. **Renewal:** This agreement shall automatically renew for one year on July 30, 2023 and each consecutive year thereafter, unless either party shall provide written notice of its election not to renew or renegotiate this agreement to the other party on or before July 1 immediately preceding the start of the school year affected.
5. **Cost to PSD:**
 - A. The Prescott School District will pay the City \$2,889 per month for service. Services are provided September through May.
 - B. The City shall bill the School District for the District's share of the cost of the SRO program two times per year 50% of total cost due in September and May of each year of the agreement. The School District shall pay the invoice within thirty days of receipt of the invoice.
6. **Personnel:**
 - A. The City shall assign one Police Officer, as determined by the Police Chief and the School District. The Police Officer shall agree to in writing before the start of the officers' duties with the School District. The officer may be assigned for duty

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at any district school within the City limits during regular school hours on all days when regular student attendance is required during the approximately nine and one half months that school is in session (including summer school), The School District understands that it may not always be possible to assign an officer to the School District for each school day during the school year.

- B. The Chief of Police has the express authority to reassign at any time during the contract period and, except in cases of emergency, will communicate with school administration prior to making such a decision,
- C. The SRO shall at all times be an employee of the City, under the supervision and direction of the Chief of Police or other supervisory officers designated by the Chief. The City shall be responsible for all administrative functions related to the employment of said officers normally associated with an employer, including payroll, payroll deductions, insurance, performance review, and handling of labor disputes or grievances,
- D. Nothing in this agreement shall be construed to delete, diminish, alter, remove, amend or defeat any right, power, authority, responsibility or obligation vested or conferred by the Common Council of the City, Sections 62.09(1)(a), 62.09(7)(b), 62.09(7)(c), 62.09(13), 62.13, Wis. Stats, or otherwise by law

7. Work Days:

- A. **Regular Schedule.** The Police Chief shall make best efforts to have an SRO available for duty under this program, for each day within the above specific term, at the schools when the schools are in session in conjunction with the school year calendar. The Police Chief and the School District will work on a mutually agreeable schedule for the SRO.
- B. **Vacation, Comp Time.** The Police Chief shall make best efforts to schedule the officers' vacation and comp time when school is not in session. However, the School District understands that the vacation, comp time and work hours must be scheduled in conjunction with Police Department needs and is further subject to the Collective Bargaining Agreement in place between the Prescott Police Department and the City.
- C. **Absences.** The SRO shall notify both the applicable school principal and Police Department supervisor for each day the officer is not available for duty by reason of illness or otherwise.

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- D. **Make-up Days.** In the event that an SRO is absent or not available for duty at the schools for more than five school days when school is in session for reasons other than training, vacation, sick time or compensatory time, the School District shall be credited for the cost of the officer for that time that the officer was absent
- E. **Overtime.** In the result of the School District requesting the SRO for additional hours that result in the SRO needing to be paid overtime. The School District and City agree to split the cost of the SRO overtime. This cost will be in addition to the amount listed in Section 5 of this agreement and shall be submitted to the School District with the invoices sent in September and May of Section 5.
8. **Activity Reports.** Each SRO shall record daily activities on forms provided by the City and School District and shall submit copies of such forms to the Police Chief and School District as directed/required. Either or both the SRO will be responsible for teaching the Counter Act drug prevention program.
9. **Dress Code.** The SRO will wear civilian attire in compliance with the Prescott Police Department Uniforms and Appearance Policy in agreement with Prescott School District.
10. **Performance Issues.** The School District shall promptly report to the Chief of Police any issues or concerns it has regarding the assigned officers' work performance. The School District may also provide annual input to the Chief of Police regarding the officers' work performance.
11. **Incidents.** Incidents occurring on or about school premises that require police intervention should be investigated by the school administrator first, then SRO if required unless such officer is not on duty. The assigned and/or participating officer shall prepare customary police incident reports and perform Investigations in accord with the Prescott Police Department Policy and Procedure.
12. **School Discipline Rules:** An SRO shall not enforce any disciplinary rules or policies but will assist the staff when requested to do so.
13. Nothing in this agreement shall be construed to modify the responsibilities of the School District and the City under the Wisconsin Public Records laws.
14. **Coordinating Representatives:** Representatives of the City, the Police Department and the School District will meet as necessary to discuss, coordinate and recommend revisions, if necessary, to the SRO program.
15. **Liability:** Each party hereto shall be solely responsible and liable for the act(s) and omission(s) of its corporation, officers, employees, officials, agents, representatives and members. Each party shall and hereby does indemnify and hold harmless the other from any and all damages, liability, judgments, claims, expenses, fees, costs, actions, demands and payments of whatsoever kind and nature arising from and/or pertaining to the act(s) and/or omission(s) of its corporation, officers, employees, officials, agents,

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representatives and members. This indemnity and waiver shall apply solely with respect to the operation of the SRO program. For liability purposes, no police officer assigned to the SRO program shall be considered to be an officer, employee, official, agent, representative, or member of the School District.

16. **Entire Agreement and Amendments:** This agreement constitutes the entire agreement between the parties relating to the SRO program. No party has relied upon any statements, promises, or representations that are not set forth in this document. This agreement supersedes and terminates any prior or existing agreements or contracts regarding the same subject matter. This Agreement may be amended only upon the mutual written agreement executed by both parties.
17. **Emergency Powers Unaffected:** Notwithstanding any provision in this Agreement to the contrary, the Chief of Police shall retain authority to temporarily suspend the City's participation in this program and reassign the police officer assigned to the program in the event that the Chief of Police determines that such suspension and reassignment are necessary for the health, welfare, safety and best interest of the community, and /or such is required by the Common Council, City Ordinance(s), state law, and/or other exigent and/or compelling circumstance(s). Such suspension(s) shall be based on the interests of the City and community.

IN WITNESS THEREOF, the parties have entered into this legally binding agreement on the dates shown. This agreement shall not become effective unless and until it is approved by the City Council and the School Board and is signed by the representatives listed below.

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SCHOOL DISTRICT OF PRESCOTT

By: 

Date: _____

School Board President

By: 

Date: _____

School Board Clerk

CITY OF PRESCOTT

By: _____

Date: _____

Mayor

By: _____

Date: _____

City Administrator

By: _____

Date: _____

Chief of Police