

Public Safety Committee

April 22, 2025

The Public Safety Committee of the City of Cumberland met on Wednesday, April 23, 2025, 9:00 A.M., at the Cumberland City Hall, 950 1st Avenue.

Jim Schullo called the Public Safety Committee to order at 9:00 am at City Hall. The meeting was properly advertised, and all interested parties were notified.

The committee members present were Laursen, Anderson and Schullo. Others present were Chief Wolfe, Randy Reeg, Arlene Frisinger, and other citizenry. Absent: Mayor Shoemaker.

Discussion regarding the placement of the radar speeds signs. Permits will need to be acquired from the DOT and the County for some of the sign placements. No action taken.

A motion was made by Laursen, seconded by Anderson, to approve the March 19, 2025, meeting minutes. Motion carried.

Discussion on making the alley from Foster Street to Grove Street a temporary one-way alley. No action was taken.

Chief Updates:

Both officers will be graduating in May and then we will have a full force.

The alley behind the Corner Bar will not be one-way during the Rutabaga Festival.

Two more cameras will be installed at Eagle Point.

Back the Red/Blue will be held June 6th. This event will help both the Fire Department and the Police Department.

A motion was made by Anderson, seconded by Laursen, to adjourn at 9:33 a.m. Motion carried.

Respectfully submitted by,

Arlene Frisinger, Clerk

City of Cumberland

**INTERGOVERNMENTAL AGREEMENT
FOR
POLICE SCHOOL LIAISON OFFICER (PSLO) SERVICES
BETWEEN
THE CITY OF CUMBERLAND POLICE DEPARTMENT
AND
THE CUMBERLAND AREA SCHOOL DISTRICT**

This Intergovernmental Agreement for Police Liaison Officer (PSLO) Services (this "Agreement") is made on the date the last signature is affixed hereto (the "Effective Date"), between the City of Cumberland, a municipal corporation, organized and existing under the laws of the State of Wisconsin, hereinafter call the "CITY", with its principal office located at 950 1st Avenue, Cumberland, Wisconsin, and the Cumberland Area School District, hereinafter called the "SCHOOL," with its principal office located at 1010 8th Avenue, Cumberland, Wisconsin, for the creation and maintenance of a Police School Liaison Officer Program, hereinafter referred to as the "PROGRAM". CITY and SCHOOL may be referred to individually as "Party" or collectively as "Parties."

The purpose of this Agreement is to establish and continue a joint proactive PROGRAM between the SCHOOL and CITY which enhances the safety and security of our Schools; builds positive relationships, trust and communication; improves the learning environment; and is an instrumental component in assessing, evaluating, and addressing problems in the School District and community. This Agreement is enacted pursuant to Section 66.0301 of the Wisconsin Statutes.

WHEREAS, Wisconsin Statute 66.0301(2) specifically authorizes cooperation between cities and school districts for "...the receipt or furnishing of services or the joint exercise of any power or duty required, or authorized by law..."; and

WHEREAS, the Cumberland Police Department ("CPD") approached the CITY and SCHOOL proposing the creation of a Police School Liaison Officer Program and proposed a cost-sharing agreement between the CITY and SCHOOL to establish the PROGRAM; and

WHEREAS, the CITY and SCHOOL desire to enter into this Agreement for the purposes of setting forth and defining the roles and responsibilities of the Parties in the delivery of law enforcement services to the SCHOOL and community as specified herein; and

WHEREAS, the provisions of 20 U.S.C. § 1232g and 34 C.F.R. §99.8 of the Family Educational Rights and Privacy Act ("FERPA"), permit the SCHOOL, at its option to designate a unit of commissioned police officers as the SCHOOL's "Law Enforcement Unit" to (1) enforce applicable laws and refer matters to law enforcement authorities with appropriate jurisdiction, or (2) maintain the physical security and safety of SCHOOL and hereby so designate such unit; and

WHEREAS, CITY and CPD have agreed to provide such special law enforcement services to the SCHOOL and community upon such certain terms and conditions provided hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to work together to provide for the PROGRAM as follows:

I. SCOPE OF SERVICES.

The scope of services described herein may be modified from time to time to meet the best interests of the PROGRAM upon the mutual written agreement of the SCHOOL and the CITY. The services to be provided and responsibilities of each Party are contained in this Agreement and additional services and responsibilities may be contained within the CITY's PSLO position description, which is created with input from the District Administrator, but within the sole discretion of CITY.

A. Responsibilities - CITY/CPD.

The CITY/CPD agrees to provide PROGRAM services including, but not limited to:

1. A sworn, CPD officer assigned to the PROGRAM, hereinafter referred to as the "PSLO" and related support services to grades K-12 for the term of this Agreement.
2. Will assign the PSLO to the SCHOOL in a manner which maximizes the benefits of the PROGRAM, ensuring the officer will frequent all school buildings in the SCHOOL on an ongoing basis.
3. Will make the best effort to have the PSLO available in the SCHOOL for most days where students are present, but it is understood that the PSLO may be asked to assist CPD in an emergency or other special needs purposes which cannot be planned.
4. Will provide administrative duties of the PROGRAM as described further in this Agreement.

B. Responsibilities – PSLO.

1. Provide an armed law enforcement presence in the schools.
2. Will investigate or assist in the investigation of crimes and ordinance violations and take appropriate enforcement action.
3. Will patrol schools, including the schools' grounds and parking lots for the purpose of enforcing and detecting violations of State laws and CITY ordinances.
4. Will use all best and reasonable efforts to notify the Chief of Police as well as the District Administrator or his/her designee with the SCHOOL in the event of absence from work during the school year which is not planned.
5. Shall train students and staff in areas appropriate to his/her expertise, along with assisting with DOJ and School training requirements.
6. Shall notify the principal of a given school (the "Principal"), as soon as practical, in the event a student is removed by the PSLO for any reason.
7. Will oversee the SCHOOL's safety program, including:
 - i. Annually evaluate the effectiveness of SCHOOL safety plans for all the schools and make any necessary recommendations for additions or changes;
 - ii. Work to provide/secure professional development necessary for staff members;
 - iii. Schedule and assist as needed with safety drills, walk-throughs, etc.; and
 - iv. Play an active role in scheduling and co-facilitating meetings of the Safety Committee, as hereinafter defined.
8. Will coordinate the truancy process at the high school level, assist as needed at the middle and elementary school levels, including:
 - i. Monitor and identify student attendance concerns;
 - ii. Meet with students and families to identify barriers, causes, and solutions for truancy related concerns;
 - iii. Follow the hierarchy of the truancy process.

C. Responsibilities - SCHOOL.

The School agrees to provide PROGRAM services including, but not limited to:

1. Promptly report any PSLO performance issues to the Chief of Police, or Chief of Police's authorized designee. Both Parties expect an ongoing evaluation of the PROGRAM and will work together to continually improve
2. By the end of the first SCHOOL semester in the Initial Term and each Renewal Term, as each are defined in Section II below, Principals from all schools will provide the Chief of Police a performance evaluation of the PSLO on an evaluation form mutually agreed upon by CPD and the SCHOOL. At a minimum, the PROGRAM will be reviewed annually by the Chief of Police and District Administrator every June.
3. If a Principal of any of the schools believes the PSLO is needed for a specific incident or topic, the Principal can contact the PSLO directly for assistance. Students and staff may coordinate meetings with the officer as time allows.
4. Remit payment to the CITY as described further in this Agreement.

D. Responsibilities - CPD/SCHOOL.

The CPD/SCHOOL agree to jointly provide services and engage in mutual cooperation for the PROGRAM related, but not limited to, the following:

1. Information sharing between CPD and SCHOOL is expected and encouraged to the extent permissible by applicable federal, state, and local laws, rules, regulations, and policies. SCHOOL officials will allow the PSLO to inspect any public record maintained by the SCHOOL which will assist him/her in the performance of the officer's duties. The PSLO will provide information, when able, to the respective SCHOOL officials based upon a request.
2. Provide the PSLO with the necessary training he/she needs to perform the required duties of the position.

E. Designation of PSLO.

1. A joint committee comprised of representatives of CPD and SCHOOL shall make recommendations for the selection of the PSLO to the Chief of Police who shall assign such officer from among those who are in the

employment of the CITY. Notwithstanding the foregoing, it is understood that the final determination for assignment of the PSLO is within the sole and absolute discretion of the Chief of Police. The PSLO shall always be a sworn police officer, an employee of the CITY, and not an employee of the SCHOOL.

2. The CITY/CPD will be responsible for all administrative functions related to the employment of the PSLO. The PSLO will be under the direct supervision of the Chief of Police, or his/her designee, and will follow the policies and procedures of CPD. In the event there is a conflict between CITY/CPD policies and SCHOOL policies, the CITY/CPD policies will be followed by the PSLO unless doing so constitutes a violation of an applicable federal, state, or local law or regulation. The Chief of Police has the sole authority to reassign the PSLO at any time and, except in case of emergency, will communicate with the District Administrator prior to making such a decision. It is to be understood that the PSLO is to be on SCHOOL grounds on all contracted days except in cases of emergency as determined above or in the event ordinary time off/leave as provided in applicable law or CITY policy.

F. PSLO Working Schedule, Time-off, and Ability to Schedule Overtime.

1. The PSLO shall be scheduled to work two thousand one hundred ninety (2,190) hours per year. The work cycle for the PSLO is twenty-eight (28) days. The Chief or authorized designee shall have the ability to schedule the PSLO in the manner which is most advantageous to the CITY and the PSLO function.
2. During the school year, the normal work day shall consist of eight and one half hours (8 ½), Monday through Friday, from approximately 7:30 am to 4 pm, but may be altered to account for special events, training, meetings/presentations, or any other school related functions outside of this time period which the CITY will attempt to schedule as a part of the regular work hours, not subject to overtime. Approximately thirty (30) minutes per week, one (1) hour every two (2) weeks, or two (2) hours in the twenty-eight (28) day period will be set aside for the PSLO to use his/her available compensatory time, if any. The work schedule may be altered during the summer break to best meet the needs of the CPD.
3. Scheduled hours will not exceed one hundred sixty-eight (168) in a twenty-eight (28) day period. Any time more than one hundred sixty-eight (168) hours shall be paid at time and one-half (1 ½), either in cash

or in the form of compensatory time off as is mutually agreed by the PSLO and the CITY.

4. The time during the school year that school is not in session, such as for teacher's in-service, holidays, winter break, etc., shall be taken as time-off by the PSLO unless a need, in the sole discretion of the Chief of Police, in the SCHOOL or CITY/CPD requires the PSLO to be working. Vacation, holiday, personal, compensatory or other time off shall be adjusted as much as practical to ensure that seventy percent (70%) is used between the start of classes in the fall and the end of classes in the spring and thirty percent (30%) is used during summer vacation.

II. TERM OF AGREEMENT.

- A. The initial term of this Agreement (the "Initial Term") extends from the Effective Date to June 30, 2027, unless terminated as provided in Section III of this Agreement.
- B. This Agreement shall automatically renew for subsequent one-year terms (each a "Renewal Term"), unless terminated as provided in Section III of this Agreement.

III. TERMINATION & DEFAULT.

- A. This Agreement may be terminated at the end of the Initial Term or a Renewal Term by either Party providing the other with written notice of its intent to terminate this Agreement by April 1st of the Initial Term or then current Renewal Term, whereupon termination shall take effect at the end of the then current Term (June 30th).
- B. In the event either Party is in default of any provision of this Agreement, the non-defaulting Party shall, in writing, notify the other Party of such default, whereupon, the defaulting party shall have thirty (30) days in which to cure the default, or, if such default cannot reasonably be cured within thirty (30) days, the defaulting Party shall have thirty (30) days to begin substantive steps to cure the default and diligently pursue the same until cured. Notwithstanding the foregoing, in no event shall a default due to non-payment of any amount due by SCHOOL have a cure period longer than thirty (30) days. In the event a default is not cured as provided herein, the non-defaulting Party may provide a subsequent written notice to the defaulting Party effective three (3) days after notice is given.

- C. In the event of termination, CITY shall still receive payment for all satisfactory services provided through the date of termination.

IV. RECORDS ACCESS.

The records created by the PROGRAM shall be shared with the SCHOOL upon request unless there is an ongoing law enforcement investigation or proceeding or if sharing the records is otherwise prohibited by law, in which case dissemination of such information shall only be upon the written authorization of the Chief of Police, or authorized designee. Designee may not be the PSLO.

V. PUPIL RECORDS AND DATA SHARING.

- A. 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 school pupil records, created or maintained by educational institutions and law enforcement agencies. Consistent with the foregoing, the Parties shall cooperate and coordinate investigations in their mutual interest and promptly debrief all critical incidents.
- B. For purposes of access to student records by the PSLO, the PSLO is also considered a "School official" as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g. A PSLO may be provided with access to student information only as needed by the PSLO to perform his/her duties related to educational or school administration activities when the PSLO use of such student information remains under the direct control of the SCHOOL. A PSLO may also be granted access thereto in the event of an emergency threatening the health or safety of a student or other individual. The PSLO may only re-disclose such student information consistent with FERPA and Wisconsin pupil records laws, Wis. Stat. § 118.125.
- C. If confidential student records information is needed by a PSLO for reasons other than the performance of his/her duties related to educational or school administration activities, the information may be released only as allowed by law.
- D. Pursuant to 20 U.S.C. § 1232g and 34 C.F.R. §99.8 of FERPA, CPD is the SCHOOL's designated Law Enforcement Unit. For the Law Enforcement Unit - CPD to (1) enforce applicable laws and refer matters to law enforcement authorities with appropriate jurisdiction, and/or (2) maintain the physical security and safety of the Cumberland District Schools, the

SCHOOL shall provide to the PSLOs, access to a database of the following information for students enrolled in SCHOOL: (1) Directory Data as defined in SCHOOL Board Policy; and (2) Parent/guardian name(s) and contact information.

- E. Records or other information created and maintained by a PSLO for the purpose of ensuring the safety and security of persons or property in SCHOOL, 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 PSLO.

VI. STUDENT DISCIPLINE.

- A. SCHOOL shall handle student disciplinary matters within the SCHOOL disciplinary process without involving the PSLO for enforcement of laws. SCHOOL employees should not use or threaten to use the PSLO to enforce school Policies or Rules. Policies, administrative guidance, training, and ongoing oversight shall clearly communicate that administrators and teachers shall be responsible for school discipline and that law enforcement shall not be involved with disciplinary action. To stop an active situation and prevent escalation, the PSLO may intervene in student matters like all other District staff.
- B. The PSLO will be an ongoing resource to staff to understand the goals and role of the PSLO, although SCHOOL is responsible for staff adherence to the directives herein.
- C. It is understood by the Parties that confidential student record information regarding specific student discipline cases will not be shared with non-SCHOOL personnel except as provided by SCHOOL Policy, state and federal law, and Section V above. Confidential law enforcement record information regarding specific cases will not be shared with non-CITY personnel except as provided by CITY Policy or applicable law.

VI. SCHOOL INVESTIGATIONS OF STUDENT MISCONDUCT

- A. SCHOOL administration is charged with the investigation of student misconduct and to respond to incidents that are student discipline matters as set forth herein.
- B. SCHOOL administration may request from time to time that the PSLO assists in such investigation.

- C. The PSLO shall participate in such an investigation only at the request of a SCHOOL administrator or his/her designee.
- D. Absent a real and immediate threat to students, teachers, or public safety, incidents involving public order offenses including, without limitation, disruption/disturbance of schools or public assembly, loitering, profanity, fighting (absent physical injury or weapon), shall be considered SCHOOL discipline issues with consequences to be determined by SCHOOL officials (rather than warranting formal law enforcement action).
- E. For repeat, persistent offenses that qualify as criminal or municipal code violations, where misconduct has continued despite prior school-issued discipline and/or counseling, SCHOOL administrators may consult with PSLO about progressing to a juvenile referral to Barron County Health and Human Services ("HSS") or municipal citation. SCHOOL and CPD partner and align with HSS's prioritization of youth diversion and restorative practices for juveniles referred to HSS. A formal referral is required to activate HSS's authority to mandate participation in services and/or diversion programming.
- F. CPD retains the right pursuant to state and federal law to conduct investigations without any involvement by SCHOOL.

IX. STUDENT SEARCHES

- A. All searches shall be conducted in accordance with federal and state laws, and applicable SCHOOL policies and guidelines as they may be amended from time to time.
- B. Upon the request of SCHOOL or building administration, a PSLO may conduct a search of a student and the PSLO shall be considered an agent of the SCHOOL when conducting such search. The foregoing does not require the PSLO to conduct such a search if doing so, in PSLO's discretion, would result in a violation of federal, state, or local laws, regulations, and ordinances, or a violation of SCHOOL or CITY policy.

X. ARRESTS

- A. Arrests that must occur during school hours and on school grounds are due to the student, staff, parent or community member being suspected of committing a crime or has posed or is posing a real and imminent threat to students, staff or public safety or pursuant to a warrant should, to the extent feasible, as determined solely by the CPD and PSLO, be coordinated through a SCHOOL administrator to minimize potential disruption.
- B. In addition to any required notification of parents and legal guardians needed to be given by the PSLO when taking a student into custody, SCHOOL administrators, or their designees, must also comply with any notification requirements a school must give parents and legal guardians upon a school-based arrest of a student.

XI. REPORTING.

The CPD and SCHOOL designees will annually review and report during the month of March on the activities and financial status of the PROGRAM during the previous year and provide a budget and estimation of the activities for the upcoming year. This report will be made part of the budget process. As requested by the SCHOOL, the CITY will provide actual cost data for the PROGRAM to include allocation of staff wages, benefits, and all other costs related to the PROGRAM.

XII. ALLOCATION OF COSTS.

- A. Use of GAAP. Generally Accepted Accounting Principles ("GAAP") for governmental funds shall be used to recognize and allocate the costs of the PROGRAM. Therefore, capital costs shall be recognized when incurred (i.e. not depreciated or amortized in any other way) as required by GAAP for governmental funds.
- B. PROGRAM Costs. Except as specifically excluded from this Agreement, all costs - including, but not limited to wages, benefits, personal protective gear such as sidearm and bullet-proof vest, training materials and instruction, and capital costs of the PROGRAM vehicle and its maintenance - are to be recognized as expenditures of the PROGRAM. PROGRAM costs include only the direct cost of the PROGRAM and shall not include any charges for collective bargaining, day-to-day supervision, day- to-day accounting and billing, or similar charges.

C. SCHOOL Acknowledgment.

The SCHOOL acknowledges that PSLO's wage rates and fringe benefits (FICA, Wisconsin Retirement, Health Insurance, Dental Insurance, Long Term Disability Insurance, Income Continuation Insurance, Workers' Compensation Claims, and any resulting costs incurred by the CITY, Uniform & Equipment Allowance) are subject to change based upon scheduled labor agreement wage increases, and that such changes may impact the SCHOOL's total cost in a given calendar year. In signing this Agreement, the SCHOOL acknowledges receipt of a copy of the current City of Cumberland - Cumberland Professional Police Association ("CPPA") Labor Agreement (2023-2025) (the "Union Contract") and understands the Union Contract and any future labor agreements between the CPPA and CITY are subject to execution and amendment at the sole discretion of the CPPA and CITY.

D. Overtime.

The PSLO's work schedule shall remain flexible to limit overtime during the school year. If the SCHOOL requests the PSLO to work hours more than the work hours specified in the Union Contract that cannot be worked into the regular work period, such overtime must be approved by the Chief of Police or authorized designee and any such overtime costs will be allocated one hundred percent (100%) to the SCHOOL. All incremental benefits shall be added to the wages which shall be paid at time and one-half (1 ½) or as is otherwise required by Union Contract, the FLSA, or laws of the state or federal governments. Incremental charges shall include all those which exist including, but not limited to, Wisconsin Retirement System charges, workers compensation charges, Medicare taxes, and Social Security taxes.

E. Discounting.

Costs - excluding any allocated one hundred percent (100%) to either the SCHOOL or the CITY - shall be discounted by PROGRAM revenues such as grants, donations from citizens groups, etc. - prior to the allocation on the seventy/thirty percent (70%/30%) basis occurring.

F. Office Space.

The SCHOOL agrees to supply office space and a secure area for records for the PROGRAM, including the normal supplies which support such space (e.g. stapler, desk pad, office paper, computer and supplies, etc.), which

shall not be included in the cost allocation and, rather, entirely borne by the SCHOOL. Similarly, office space used at CPD during the non-school year by the PROGRAM, including the normal supplies which support such space (e.g. stapler, desk pad, officer paper, computer and supplies, etc.), should not be included in the cost allocation and rather entirely borne by the CITY. The premise of this provision is the recognition that the CITY will not benefit from the office space located at the SCHOOL during the school months and that the SCHOOL will not benefit from the office space provided at the CITY during the summer months.

G. Billing.

All wages and benefits costs shall be paid by the CITY, discounted for PROGRAM revenues, and allocated as required by this Agreement. The allocated costs for wages and benefits – generally seventy percent (70%) - will then be billed to the SCHOOL. Billings shall be received by the non-paying Party by January 15th and shall be paid by the paying Party to the other Party within thirty (30) days of receipt. Billings shall include all actual costs up to fifteen (15) days prior to billing (e.g. costs incurred in the fall semester through December 31st would be billed in January billing). All costs would be subject to audit with adjustments therefore following the completion of the CITY audit, approximately eleven (11) months after the end of the school year.

XIII. LAW ENFORCEMENT STANDARDS.

Nothing in this Agreement shall be construed as limiting the authority or ability of the PSLO, CPD, and other law enforcement officers employed by the CPD from taking all actions or steps reasonably deemed necessary by the same for the safety, welfare, or security of the SCHOOL, community, or employees of CITY, including CPD officers. SCHOOL acknowledges and understands that in the event a situation gives rise to an immediate safety or security concern, SCHOOL personnel should first call 9-1-1 and subsequently contact the PSLO directly.

XIV. NON-DISCRIMINATION.

In the performance of work under this Agreement, each Party agrees not to discriminate against any employee, volunteer, or applicant for employment of either Party or a student or student family member of SCHOOL because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, marital, or parental status or any other protected

class under federal, state, or local law. Each Party agrees to comply with any applicable provisions contained in Executive Order 11246 (as amended) and each Party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status, or any other protected class under federal, state, or local law.

XV. NOTICES.

Any notice or demand by either Party given to the other shall be served personally or by registered mail or certified mail at the address. Notices shall be addressed to each Party at the address specified on page 1 of this Agreement, unless later updated by written notice to the other Party. With respect to CITY, notices shall be given to the attention to the Chief of Police. With respect to SCHOOL, notices shall be given to the attention of the District Administrator.

XVI. INSURANCE COVERAGE.

The CITY agrees to furnish the SCHOOL with an Errors and Omissions Certificate of Insurance and Police Professional Liability Certificate providing a prudent amount of coverage for willful or negligent acts, including false arrest, or omissions of any officers, employees or agents thereof. Each Party shall provide a copy of their respective insurance policy to the other Party prior to the start date of the 2025-2026 school year. The SCHOOL will provide the CITY with a Certificate of Insurance for liability and errors and omissions for the purpose of covering the CITY's exposure in situations where the acts of the PSLO are not covered as an employee of the CITY but deemed to be in performance of his/her duties for the SCHOOL or as an agent for the SCHOOL.

XVII. MISCELLANEOUS.

- A. Modification. A modification or amendment of this Agreement shall be effective only if made in writing and signed by both of the Parties.
- B. Subordination & Severability. This Agreement shall be deemed executed and delivered within the State of Wisconsin and all rights and obligations of the Parties under this Agreement, and any disputes hereunder, shall be governed by the laws of the State of Wisconsin and the Parties agree that the proper venue for any dispute arising from this Agreement is the Wisconsin Circuit Court located in Barron County, Wisconsin. In the event there is a conflict between the provisions of this Agreement and the Union Contract, as may be amended or replaced from time to time, the Union

Contract shall apply. The invalidity of any part or provision of this Agreement shall not affect or impair in any what way the validity enforceability or effect of the remaining provisions hereof, and such part or provision shall be deemed stricken. The Parties agree that this Agreement shall be reformed or replace such stricken provision or part thereof with a valid and enforceable provision which corresponds as closely as permissible with the intention of the provision(s) stricken.

C. Entire Agreement. The entire agreement of the Parties is contained herein, and this Agreement supersedes all oral contracts and negotiations between the Parties.

D. Assignment/Subcontract. Neither Party shall assign this Agreement or subcontract any obligation or responsibility it is required to provide under this Agreement without the other Party's prior written approval.

E. Independent Contractor.

1. The CITY and the SCHOOL agree that the PSLO is an employee of the CITY and will be acting as an independent contractor of the SCHOOL in the performance of such duties under this Agreement. As such, the PSLO shall be subject to the administration, supervision, and control of the CITY/CPD.

2. The PSLO shall be subject to all applicable labor agreement(s), personnel policies, and practices of the CPD except as such policies or practices may be modified by the terms and conditions of this Agreement.

3. The SCHOOL does not have the power or authority to hire, discharge, or discipline the PSLO and such powers and authorities are solely held by the CITY.

F. 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 the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the CITY or SCHOOL therein. A waiver of any covenant, term or condition contained herein shall

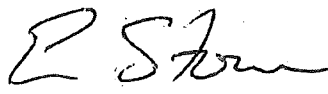
not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

IN WITNESS WHEREOF, the respective Parties have executed this Agreement or caused this Agreement to be executed and sealed by their duly authorized representatives as of the Effective Date.

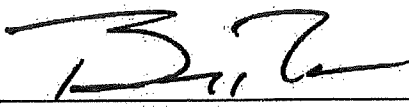
CITY OF CUMBERLAND

CUMBERLAND SCHOOL DISTRICT

By: _____
Dan Shoemaker
Mayor
Date: _____

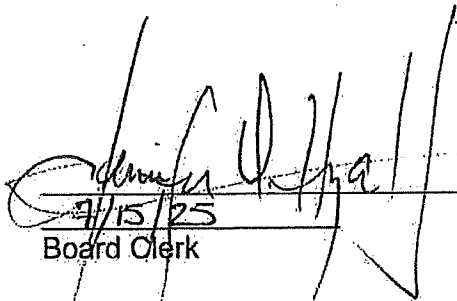
By:  _____
Board President
Date: 7/15/25

Heather Wolfe
Police Chief
Date: _____

 _____
Dr. Barry Rose
District Administrator
Date: 7/15/2025

Attest:

Arlene Frisinger
City Clerk

 _____
7/15/25
Board Clerk

