

SCHOOL RESOURCE OFFICER SERVICES AGREEMENT

This School Resource Officer Services Agreement (“Agreement”) is entered into by and between the City of West St. Paul (“City”) and Independent School District No. 197 (“District”).

WHEREAS, the District and the City desire to maintain a cooperative and coordinated approach to deterring and addressing criminal activity on school property and at District sponsored events and activities;

WHEREAS, the District and the City engaged in a School Resources Officer agreement in September of 2022 and mutually agree that this agreement replaces that agreement in its entirety; and

WHEREAS, Minnesota Statutes section 126C.44 authorizes the District to contract with the City to have peace officers provide police liaison services; and

WHEREAS, Minnesota Statutes section 126C.44 further authorizes the District to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for peace officers who are assigned to perform police liaison officer duties in the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the District and the City agree as follows:

1. Duration and Termination of Agreement. This Agreement is effective on the date of the last signature and will automatically renew each year for successive one (1) year terms beginning July 1 and ending June 30 (each a “Renewal Term”), unless terminated as provided below.

Either party may terminate this Agreement at the end of any Renewal Term by providing the other party written notice at least sixty (60) days before the term ends. If neither party provides timely notice, the Agreement will automatically renew for the next Renewal Term.

2. Definitions. The following definitions apply to this Agreement:

a. **“Exigent circumstances”** mean circumstances under which the courts permit police officers to execute a warrantless search or seizure; circumstances under which a reasonable police officer would believe that a person presents an immediate and substantial risk of harm to self or others; circumstances under which urgent action is reasonably necessary in order to prevent the destruction of evidence of a serious crime; and circumstances in which a police officer is in hot pursuit of a suspect who is believed to have committed or to have attempted to commit a crime and is in the process of fleeing.

b. **“School Resource Officer”** or **“SRO”** means a licensed peace officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.

c. **“SRO duties”** include, but are not necessarily limited to, the following:

- fostering a positive school climate through relationship building and open communication;
- protecting students, staff, and visitors to the school grounds from criminal activity;
- serving as a liaison from law enforcement to school officials;
- providing advice on safety drills;
- identifying vulnerabilities in school facilities and safety protocols;
- educating and advising students and staff on law enforcement topics;
- enforcement of criminal laws;
- conducting searches of students, student lockers, student backpacks, school property, and student vehicles as authorized by law;
- recovering lost or stolen property;
- apprehending and prosecuting criminals, including suspected criminals;
- responding to emergencies including, but not limited to, medical emergencies within his or her capabilities and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
- attending trainings provided by the District;
- meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals;
- use confidential student records only with the approval of a principal and in accordance with applicable laws;
- making referrals to community agencies which offer assistance to youths and their families with mental health, addiction, etc.;
- assist and testify in student discipline hearings as requested by District administrators where the SRO has direct knowledge of the incident and applicable laws; and
- other tasks as assigned by the City.

d. **“School day”** means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the District calendar, which is published on the District’s website. Days on which students attend summer school are not school days. For purposes of this Agreement, the “school day” begins at 7:45 a.m. and ends at 3:45 p.m. The SRO is generally expected to be performing SRO duties during the school day; however, the SRO may flex his or her hours in order to avoid working more than forty hours in any workweek while still providing coverage, at the District’s request,

for school sponsored events or activities that occur outside the school day. The SRO will notify the District's superintendent by email when the SRO finds it necessary to flex his or her hours in response to a request to provide coverage for school sponsored events or activities that occur outside the school day.

e. **“School property”** means: (1) any property owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or co-curricular activities are regularly provided; (2) the public areas surrounding school property as described in the first clause of this paragraph to a distance of 300 feet or one city block, whichever distance is greater, beyond the school property; and (3) the area within a school bus or other school vehicle when the bus or vehicle is being used to transport one or more elementary or secondary school students.

3. Financial Considerations. The School District will compensate the City for SRO services in accordance with the following:

- The total cost for salary, wages and employer paid taxes for a police officer with three years' experience in accordance with the City's wage scale as of July 1 of each year multiplied by 0.6 (60%) plus,
- The actual cost of the assigned officer's fringe benefits including but not limited to employer provided insurances, contributions to retirement and workers compensation times 0.6 (60%) plus,
- Up to \$1,000 per school year (August – June) for incidental expenses, mileage or SRO specific training incurred by the assigned SRO.
- Overtime requested or incurred by the School District shall be paid at 100% of actual cost by the School District.

The City will notify the School District of the total cost of services for the year on or about August 1 of each year. The City will bill the school district 50% on or about September 1 and February 1 of each year.

4. Services. The City will provide the services of a police officer to serve as SRO in accordance with this Agreement and a separate memorandum of understanding (MOU) attached to this Agreement as reference. Changes to this MOU may be made from time to time upon agreement by the Superintendent of the School District and the City Manager.

5. Responsibilities of the School District. The School District will provide the following for the SRO:

- Access to a secure office including a desk, chairs, filing space
- Access to a computer terminal or internet connection which may be wired or wireless suitable for a VPN connection and compatible with the City's information technology requirements
- Incidental office supplies

- Occasional access to conference and/or meeting space
- Designated parking space near the primary building of office/station
- Additional training specifically related to duties as an SRO as agreed upon by the Superintendent (or designee), the Police Chief and SRO. Costs for SRO specific trainings may be shared between the City and School District upon agreement.

6. Responsibilities of the City. The City will provide the following:

- A sworn police officer employed by the City for up to 40 hours a week (excluding City holidays) starting up to two weeks before the first day of school each year until one week after the last day of school.
- Computer, monitor and other peripheral technology items necessary
- Equipment specific to police operations
- Police training for the SRO, in accordance with the City's training policies and all applicable laws, including Minnesota Statutes Section 626.8482.
- Materials specific to police needs
- Squad car and/or vehicle as needed. The City is not required to provide a marked squad car or City vehicle but may do so at the City's sole discretion and cost.
- The City will determine whether the SRO will wear plain clothes, a modified uniform, or other changes to the regular attire of a licensed police officer in order to foster a positive school climate, facilitate the establishment of positive relationships with students, and promote open communication.
- City will develop, adopt, and implement a written policy regarding school resource officers that is identical or, at a minimum, substantially similar to the model policy adopted by the board under subdivision 5 of Minnesota Statutes Section 626.8482.

7. Liability and Indemnification. Each party is solely responsible for any and all acts and omissions of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorney fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents, or representatives. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing stated in this Agreement may be deemed to constitute a waiver of those limits

8. Data Practices. All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act ("MGDPA"). The parties recognize that educational data maintained by the District are protected under the MGDPA and under and the Family Educational Rights Privacy Act ("FERPA"), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless the District is reporting a crime or another statutory exception applies, the District may not disclose private educational data to a SRO without the written consent of the student's parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. The parties further acknowledge, however, that both MGDPA and FERPA generally allow for school officials and law enforcement (including the SRO) to discuss the specifics of a situation, including pertinent details that may otherwise be private, when an

imminent safety issue is present. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the District's responsibilities under FERPA.

9. Relationship of the Parties. Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the Minnesota Government Data Practices Act, each party is considered to be an independent contractor relative to the other party.

10. City's Authority. Although the SRO will work collaboratively with the District's Superintendent, Principals, and their designees, the SRO will be supervised by the City and, more specifically, a Sergeant and the Chief of Police. The Sergeant and Chief of Police are responsible for determining the SRO's work assignment and ensuring compliance with the Police Department's directives.

11. SRO Employment Status. At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.

12. Objections to Personnel. The City will undertake reasonable efforts to assign peace officers who are acceptable to the District. The District's Superintendent will notify the Chief of Police in writing of any concerns related to the performance of an SRO. Any request for reassignment of an SRO that is based on work-related concerns must be made in writing to the Chief of Police. The City will have thirty (30) calendar days to demonstrate to the District's satisfaction that the concern has been addressed.

13. Prohibited Actions. In the absence of exigent circumstances, a peace officer who is employed by the City may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of minor investigation; (b) the crime has occurred, is alleged to have occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal, from the student's parent or guardian, or from the student, if the student is eighteen (18) years of age or older. In addition, the SRO will not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity. The SRO may not participate in any interviews with news media regarding incidents that occur on District property.

14. No Unlawful Discrimination. The District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all

applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin. In addition, the District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.

15. Interpretation. This Agreement shall not be construed more strictly against one party than against the other by virtue of the fact that it may have been prepared by one of the parties. Both parties have had the opportunity for administrative and legal review and have contributed substantially and materially to the preparation of this Agreement.

16. Construction. The headings and sections of this agreement are for convenience and reference only and do not form a part hereof, and in no way interpret or construe such sections and subsections. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neutral shall be freely interchangeable.

17. Parties in Interest. This Agreement is for the sole benefit of the City and School District and no third party is intended to be a beneficiary of or have the right to enforce this agreement

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

19. Choice of Law, Forum and Severability. This Agreement is governed by the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

20. Entire Agreement, Changes, and Copies. This Agreement constitutes the entire agreement between the District and the City regarding SRO duties and additional services. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing agreements or contracts regarding the same or any similar subject matter. Neither party has relied upon any statements, promises, agreements, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by both parties. A copy of this Agreement has the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates recorded by their signature. By signing below, each party specifically acknowledges that it has read this

Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

FOR THE CITY

FOR THE SCHOOL DISTRICT

Mayor
City of West St. Paul

School Board Chair
ISD 197

Date

Date

Clerk
City of West St. Paul

School Board Clerk
ISD 197

Date

Date

ATTACHMENT A
MEMORANDUM OF UNDERSTANDING
Between
CITY OF WEST ST. PAUL, MN
and
INDEPENDENT SCHOOL DISTRICT 197

Terms and Conditions of Employment

The SRO will be a sworn police officer employed by the City of West St. Paul Police Department (City). The SRO will report to the Administrative Sergeant of the Police Department. Nothing in this or any other agreement overrides the rights and responsibilities of the City with regard to the employment of the SRO as an officer or supersedes the assigned officer's rights and privileges under the City's contract with bargaining units.

Officers are entitled to sick and vacation days. The assigned officer is encouraged to use vacation days during school breaks and when school is not in session.

- Use of sick time – the SRO will notify an appropriate school representative if the sick time is to be taken during a school day. Whether the day sick time is to be used is a school day or not, the officer will notify their immediate supervisor in accordance with normal department procedures.
- Use of vacation time – the SRO will communicate with the appropriate school representative if vacation time is to be used during school days as well as their immediate supervisor and obtain vacation approvals in accordance with normal department procedures.
- Expectation of 40 hours – The SRO is expected to work 40 hours per week, or use a combination of worked hours, sick and/or vacation time to account for 40 hours each week for all 52 weeks of the year, excepting holidays.
- Unless an absence is caused by an emergency, the SRO will provide reasonable notice to the Principal or Principal's designee if the SRO will be absent from the District. The City will make reasonable attempts to schedule activities in a manner that minimizes the SRO's absences from the District during school hours.
- If an SRO is absent for more than 10 consecutive school days, the City will assign another licensed peace officer to serve as a temporary replacement and perform the regular SRO's duties during any additional absences.
- Overtime – The School District may request overtime if necessary, all overtime must be approved through normal department procedures.

Objectives of the SRO Position

The SRO will work towards carrying out the mission of the West Saint Paul Department within the school community. The SRO will act in his/her capacity and authority as a Police Officer for the City of West Saint Paul to provide a safe learning environment, to prevent crime, and to investigate and solve crimes.

School Discipline Overview

~~Generally, the school administration will handle school discipline. The SRO can and should provide encouragement to follow school rules (“Do you have a pass?” “Time to get to class.”). If the SRO is interacting with a student around school rules, and escalation seems likely, the SRO should avoid further engagement with the student (excluding situations of criminal activity and imminent danger) and seek out a school administrator. It is not the SRO’s responsibility to enforce school policy unless it involves imminent danger or criminal activity.~~

In the event the SRO is called upon to respond to suspected criminal activity, separate investigations will take place in accordance with FERPA, MGDPA and other applicable laws and regulations. The SRO’s investigation will seek to determine potential criminal activity and associated charges. The school’s investigation will seek to determine potential school policy violations and associated discipline. The SRO shall not be present for school investigation interviews unless there exists a perception of imminent danger or threat of same.

Data Practices Overview

While the district’s intent and desire is to fully cooperate with law enforcement and the SRO as they fulfill their duties, there are a number of legal restrictions when it comes to data sharing. Both the Minnesota Government Data Practices Act (MGDPA) and the Family Educational Rights Privacy Act (FERPA) contain the majority of data privacy requirements for school districts.

First and foremost, both MGDPA and FERPA generally allow for school officials and law enforcement (including the SRO) to discuss the specifics of a situation, including pertinent details that may otherwise be private, when an imminent safety issue is present. Outside of imminent safety concerns, SROs can access directory information and other public data about students. Generally, outside of an imminent safety issue, private school/educational records are protected and require permission from the court for schools to release the data. Two other notable exceptions are reports under the Maltreatment of Minor Act, and when the guardian has given written informed consent to the school district.

Summary of Assignment Duties

- Follow all policies and procedures of the West St Paul Police Department (WSPPD).
- Follow the WSPPD chain of command.
- Work closely with the school administration and staff.
- Work with building facilities personnel on issues related to building security.

- Notify the school administration before leaving the building during the duty day unless it is a crisis situation that does not allow time to do so. In that case, notify the school administration as soon as possible.
- Refer school disciplinary actions to school administration.
- Work closely with school staff to identify pre-delinquent youth (at risk) and will assist in locating the appropriate resources necessary to prevent delinquent acts.
- Work closely with school administration in planning emergency preparedness and exercises (i.e., lockdown procedures, security plan review, etc.).
- Serve as a conduit of information between students, staff, parents, Dakota County Social Services and court agencies.
- Attend regular meetings of staff, police, Dakota County Criminal Justice officials (probation, 360 Communities, county attorney), Dakota County Social Services staff, and other staff deemed necessary to enrich the learning environment or increase the safety of the schools.
- Will work with School District personnel and Dakota County officials on truancy issues.
- Complete appropriate police reports, according to policy and provide a detail of daily activities.
- As requested by the administration, meet with parents and educators (staff) as necessary to facilitate conflict resolution within the school.
- Be notified when crisis response has been activated by the school on any problem or notifies school administration when crisis response is needed.
- Generally, the SRO will seek to be in the halls and other common areas before school, as well as throughout lunch and passing periods, to develop a positive working relationship with all students. The SRO will also be in the halls and/or common areas during other periods of the day whenever other duties are not required.
- Intervene and take appropriate legal action when the welfare of school staff, students, etc. may be in danger.
- Provide education programs as requested.
- Provide in-service education as requested.
- Work at promoting a positive image of ISD 197.
- Meet regularly with other SROs in Dakota County.
- Stay current on industry trends and requirements.
- Know resources and contacts in Dakota County Criminal Justice System.

Position Requirements

The SRO will have at least 24 months of service to the West Saint Paul Police Department and/or possess special skills/training related to working with juveniles.

Additionally, the SRO will:

- Maintain regular communication with school and the Dakota County Communication Center.
- The officer will wear a class C uniform.
- Continually work to improve knowledge related to juvenile justice issues.
- Be reassigned as needed by the department when not under contract.
- Continue to attend POST courses as needed to maintain license and/or required by the department. (Will notify school in advance of absences).
- Will respond to emergencies as needed outside of school.
- Will work with staff at all ISD 197 schools.

Selection of the SRO

The City will solicit applications/letters of interest from officers for the SRO assignment. The City will forward the names and relevant information of qualified officers to the School District. Determining which officers are qualified is at the sole discretion of the City. The School District will interview and select an SRO from the slate of candidates offered to the School District.

Performance and Dismissal of the SRO

- The City shall solicit feedback from the School District as to the performance of the SRO during the SRO's performance evaluation.
- Should the School District have a concern with the performance of the SRO – the School District should not address the performance issues directly with the SRO. The School District will contact the direct supervisor of the SRO to discuss and work collaboratively to mediate and resolve any issues.
- The Chief of Police reserves the right to dismiss or reassign an SRO based upon violations of the City or Department's rules, regulations and general orders OR below standard performance in the SRO duties.

FOR THE CITY

Nate Burkett
City Manager

Date

FOR THE SCHOOL DISTRICT

School Board Chair

Date

~~Peter Olson Skog~~

~~Date~~

~~Superintendent~~

School Board Clerk

Date