

## SCHOOL RESOURCE OFFICER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between Sherburne County (the “County”), 13880 Business Center Drive, Elk River Minnesota, 55330 and Independent School District No. 726 (the “District”), 12000 Hancock Street, Becker, Minnesota 55308.

WHEREAS, both the County and the District desire to enter into this Agreement for the provision of law enforcement services by the Sherburne County Sheriff’s Office (“SCSO”) to the District, and

WHEREAS, this Agreement is authorized and provided for by Minnesota Statutes sections 126C.44 and 471.59.

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, the County and the District agree as follows:

### 1. TERM.

Notwithstanding the date of the signatures of the parties to this Agreement, the term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, shall terminate on June 30, 2026, provided that the Parties may, in their individual discretion, agree to extend the term of this Agreement for additional one-year terms by executing a written agreement to extend the initial or subsequent term.

### 2. LAW ENFORCEMENT SERVICES.

2.1 Services. The SCSO will assign one full time licensed peace officer to perform the School Resource Officer (“SRO”) duties relating to crime prevention, detection, investigation and student and staff safety, as described on **Attachment A**. The District Superintendent shall designate the school or event location of the SRO assignment.

2.2 Hours. That the hours of service under this Contract shall be the regular school day. In addition, the SCSO will provide up to 60 hours of SRO services for special events outside of the regular school day as identified on **Attachment A**. Any additional services to be provided by the SRO or other law enforcement personnel may be provided by written addendum to this Agreement or by separate agreement of the Parties. Notwithstanding the foregoing, the parties may informally agree on additional hours to be provided for special event coverage during the term of this Agreement, subject to the District paying for such additional services as provided in section 3.2.

2.3 Assignment of SRO. The SCSO shall be solely responsible for assigning a deputy to serve as the SRO pursuant to this Agreement, provided that the District may request the replacement of the assigned deputy for any legitimate nondiscriminatory reason related to the deputy’s performance or fitness for the assignment. Notwithstanding the

foregoing, the County's Authorized Representative retains final authority on assignment of the SRO based on availability of SCSO personnel.

3. PAYMENT FOR SERVICES.

3.1 Annual Fee. The District shall pay to the County the amount of \$50,000.00 for the SRO for each school year during the initial term of this Agreement. The payment is intended to cover a reasonable amount of the cost the County incurs in paying wages, providing benefits and providing transportation for the peace officer assigned to SRO duties. Payment in full shall be made within 30 days of receipt of an invoice from the County, which shall be submitted on or about September 1. In the event the Parties agree to extend the term of this Agreement for one or more annual terms, the Parties shall agree on a reasonable adjustment to the fee for SRO services as a part of any such extension.

3.2 Hourly Fee for Additional Special Event Coverage. If the District requests and the SCSO agrees to provide SRO services for special events over the 60 hours provided for in this Agreement, the District agrees to pay for such additional services at the rate of \$70.00 per hour. Payment in full shall be made within 30 days of receipt of an invoice from the SCSO identifying the additional hours provided.

4. SRO EMPLOYMENT STATUS.

At all times and for all purposes, the County 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, or educational service provider, or representative of the District. The SCSO shall be solely responsible for assigning a deputy to serve as the SRO pursuant to this Agreement, provided that the District may request the replacement of the assigned deputy for any legitimate nondiscriminatory reason related to the deputy's performance or fitness for the assignment. The County maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related to 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.

5. DISTRICT RESPONSIBILITIES.

In addition to making payments as described in this Agreement, the District, at its expense, will provide the SRO with access to necessary equipment including, but not limited to, an office, land telephone line, internet access and a desktop computer. The District and its officers, agents and employees will provide guidance and assistance to the SRO as needed so as to facilitate the performance of this Agreement. The Parties acknowledge that the SRO or other law enforcement officer may not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential violations of the law

6. ACCESS TO EDUCATION RECORDS.

School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information. The SRO may not, however, inspect and/or copy private educational data except in emergency situations. If some private educational data is needed in a health and safety emergency or to protect the health or safety of the student or other individuals, school officials may disclose that information to the SRO to the extent needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, or the need for the data to address the emergency situation and the extent to which time is of the essence. If private educational data is needed, but no emergency situation exists, the information may be released according to such procedures as required by applicable law.

7. DATA PRACTICES.

The County and District must comply with the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by District in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County pursuant to this Agreement.

8. AUTHORIZED REPRESENTATIVES.

Joel Brott, Sherburne County Sheriff, shall serve as the County's Authorized Representative and as the liaison with the District in matters relating to this Agreement. Jeremy Schmidt, District Superintendent, shall serve as the District's Authorized Representative and as the liaison with the County in matters relating to this Agreement. The Parties shall have the right to change their Authorized Representatives or appoint Designees from time to time by providing written notice to the other Party. The Authorized Representatives shall have the express authority to resolve any disputes relating to the administration of this Agreement and the performance of the Parties' duties under this Agreement.

9. RELATIONSHIP BETWEEN THE PARTIES.

9.1 Independent Contractor. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall the SRO be considered an employee, agent or representatives of the District. The Parties shall be and shall remain independent contractors with respect to all services performed under this Agreement.

9.2 Assignment and Delegation. Neither Party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other Party.

10. LIABILITY AND INSURANCE.

Each Party shall be liable for the acts and omissions of its own agents and employees and not the acts and omissions of the other Party's agents and employees. The Parties' liability shall be limited by the provisions of Minn. Stat. Ch. 466 or other applicable law. Each Party shall procure and maintain a program of insurance or self-insurance to cover claims arising under this Agreement due to its own acts and omissions and the acts and omissions of its agents and employees.

11. NOTICE.

Any notices required or permitted to be given under this Agreement shall be sent to the Party's Authorized Representative and: (i) shall be in writing; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

12. TERMINATION.

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. All payments due pursuant to this Agreement shall be prorated in the event of such termination.

13. SURVIVAL.

The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Sections 7 (Data Practices), 10 (Liability and Insurance) and 16 (Governing Law; Jurisdiction; Venue).

14. ENTIRE AGREEMENT; AMENDMENTS; CONFLICTS. This Agreement (including the exhibits attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference.

15. COMPLIANCE WITH APPLICABLE LAW. The Parties agree to comply with federal, state and local laws and applicable regulations and professional licensing requirements and standards established by any agency, as may be applicable to this Agreement.
16. GOVERNING LAW; JURISDICTION; VENUE. This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be exclusively in state courts located in Sherburne County, Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

**SHERBURNE COUNTY**

**ISD 726**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT A**

### **SRO DUTIES**

1. The SRO will assist in the establishment and coordination of a cooperative community approach among schools, parents, police, and other resources in meeting the students and community's needs.
2. The duties of the SRO shall include:
  - (a) Conferring with school staff, parents, neighbors and other city and community members regarding pre-delinquent behaviors.
  - (b) Identifying problems and potential problems by inspecting school areas, grounds and property while observing for suspicious activity in high delinquency areas.
  - (c) Conducting investigations within the school and school community.
  - (d) Investigating juvenile crimes as assigned by the SCSO. These cases, including emergencies that may arise from time to time, will vary in number and complexity, thereby requiring flexibility in the hours that the SRO works and requiring the SRO to leave the school building(s) at various times.
3. The provision of enforcement services provided herein, the selection of deputies to serve as SRO, performance standards and discipline of deputies and any other personnel matters incidental to the performance of services shall remain with the SCSO. The District; however, may provide input of an advisory nature in connection with the selection and evaluation of the SRO.
4. The Parties will cooperate to ensure a deputy serving as an SRO receives training as necessary to permit the SRO to effectively perform their duties in the context of the school's educational mission, including training on some or all of the following topics:
  - Understanding school violence and victimization
  - Preventing violence in school settings
  - School safety and emergency plans
  - Social and emotional learning
  - Restorative problem solving
  - Positive behavior interventions and supports
  - Trauma informed care
  - Cultural competency
  - Bullying prevention
  - Suicide prevention/postvention
  - School mental health
  - Youth brain development

5. The SRO will provide statistical reports on selected data, as agreed to by the District and the SCSO, a minimum of two times per school year (mid-year and end-of-year reports).
6. In the event that the SRO or other law enforcement official from the SCSO, upon written request of the District's Authorized Representative, perform other services not herein described or which exceed the agreed upon level of services provided herein, such services shall be billed, in addition to the stated agreement payment, based on the direct and actual costs of services requested by the District.
7. School sponsored activities outside of the normal school day scope of duties, such as sporting events, dances, graduation, shall be considered special events. SCSO agrees to provide 60 hours of special event coverage to the District at no additional fee each contract year. All hours beyond 60 will be billed to the District at the rate of \$70.00 per hour.