

MEMORANDUM OF UNDERSTANDING

Between the City of Isanti and Cambridge-Isanti Schools, District 911 Regarding the School Resource Officer Program

This agreement made and entered into this 19th day of August, 2025, by and between the City of Isanti and Cambridge-Isanti Schools, District 911. For purposed of this agreement, all references to a school resource officer refers to the acting school resource officer (SRO).

A. Goals and Objectives

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
2. Maintain a safe and secure environment at all Cambridge-Isanti schools, creating an atmosphere conducive to learning.
3. Prevent juvenile delinquency through education and enforcement.
4. Assist in student development by providing learning opportunities and presentations.
5. Assist in district Positive Behavioral Intervention Strategies (PBIS) structures in our schools to support a positive school environment.
6. Promote positive attitudes regarding the police role in society and to inform students of their rights and responsibilities as lawful citizens.

B. Employment and Assignment of School Resource Officer (SRO)

1. The Isanti Police Department agrees to provide a School Resource Officer to the following schools:
 - a. Isanti Middle School
 - b. Isanti Intermediate School
 - c. Isanti Primary School/Cambridge-Isanti STEAM School
2. The Isanti Police Department shall select the School Resource Officer and assign the officer as appropriate.
3. As part of notifying the public that School Resource Officers are assigned to their schools, the District will have information on their website identifying the names of the School Resource Officers with the district and the schools they are assigned to.
4. In the event the SRO is absent from work, the SRO shall notify his supervisor at the police department and the principal at the school to which he is assigned. The Isanti Police Chief will make reasonable attempts to fill those hours with another available officer at the Chiefs discretion. In the event that no replacement is available the District will still be obligated to pay costs associated with those hours.

5. The School Resource Officer shall remain an employee of the City of Isanti and is not an employee of the Cambridge-Isanti School District. The School District and the City of Isanti acknowledge that the School Resource Officer must remain responsive to both entities.
6. The District agrees that the SRO shall act as an agent of the District.

C. Hours and Special Events

1. The SRO is assigned to the school on an hourly basis based on the funding agreed to in section R of the document. During regular school hours, the SRO may be off campus performing such tasks as may be required by his/her assignment.
2. When school is not in session due to holidays, workshops, snow days or other events, the SRO will be expected to report for uniformed patrol duty at the police department unless otherwise directed by the Chief of Police.
3. The assignment of police personnel for all school sponsored off-duty events shall be the responsibility of the Isanti Police Department upon written request by a Cambridge-Isanti Schools administrator (Superintendent, Director, Principal, or Assistant Principal). All overtime compensation shall be paid by the requesting entity.
4. The School Resource Officer shall wear his/her uniform and carry his/her duty weapon while at school unless an alternative uniform or clothing is approved by the Chief of Police.

D. Duties of the School Resource Officer (SRO)

1. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus.
2. The SRO shall present programs on various topics to students. Subjects shall include a basic understanding of law, the role of law enforcement, drug awareness, anger management, and the mission of law enforcement.
3. The SRO shall wear an appropriate uniform that fosters a positive school climate, supports relationship building and encourages open communication.
4. The SRO is encouraged to interact with students on an individual basis and in small groups.
5. The SRO shall make themselves available for conferences involving teachers, parents, and faculty.
6. The SRO shall be familiar with agencies and resources that offer assistance to youth and their families and make referrals to agencies when necessary.
7. The SRO shall take law enforcement action when necessary.
8. The SRO shall contact the principal of the school about his/her actions to make them aware of arrest or crime situations.
9. The SRO shall notify the principal or his designee before removing a student from school.
10. At the Principal's request the SRO may take law enforcement action against intruders and

unwanted guests who appear on school property. This includes the utilization of the building security monitoring system.

11. The SRO shall conduct investigations of crimes, which occur at his/her assigned schools and use other resources if needed for follow-up investigations.
 12. The SRO shall not be involved in determining consequences for school policy violations. However, if the principal believes an incident is a violation of the law, they may contact the SRO to see if law enforcement action is needed.
 13. The SRO may be present when a principal or other school administrator conducts a search if requested or if school personnel fear for their safety.
 14. The SRO shall follow the policies of the Isanti Police Department when confiscating drugs from a student on school property.
 15. The SRO shall conduct all investigations, interviews, and searches in accordance with the policies of the Isanti Police Department and the laws of the State of Minnesota.
 16. Reference attached SRO Position Description.
 17. The SRO shall investigate and coordinate mandatory reporting investigations involving child abuse in cooperation with school and county social workers.
 18. The SRO shall work closely with school administration, counselors, chemical health advisors, human rights officers, student assistance teams and others as appropriate to assist in the identification of pre-delinquent children, and attempt to eliminate delinquency-producing factors. Accept assignments and follow-up referrals requested by school staff members.
 19. The SRO shall attend school staff meetings, when requested by the administration, as a resource person in developing and adopting procedures that will contribute to the prevention of juvenile delinquency.
 20. The SRO must have knowledge of the practices and philosophy of the school district and the police department concerning the handling of troubled youth.
 21. The SRO is to consult, on a regular basis, with the School Administrators in order to determine any special concerns or needs.
 22. The SRO shall maintain regular communications with building administrators and follow appropriate chain of command for school-related issues.
- E. Assignment of School Resource Officers.** The City will assign one full-time licensed SRO to perform SRO duties on a full-time basis during each scheduled school day (see section R for determining scheduled days). Although stationed at a particular school, the SRO is expected to perform SRO duties at the District's other schools, as needed.
1. **Absences.** If the SRO is absent for more than 10 consecutive school days, the City will undertake reasonable efforts to assign another licensed peace officer to serve as a temporary replacement and perform the regular SRO's duties during any additional absences.
 2. **Vehicles, Equipment, and Training.** The City is responsible for providing the SRO with a vehicle

and all necessary law enforcement equipment, including any necessary electronic devices except as outlined in section P. The City is also responsible for providing training and education to provide services pursuant to this Agreement.

3. **Objections to Personnel.** A District representative will sit on the interview panel that interviews peace officers who apply for an SRO assignment. Although the final hiring decision lies with the City, the City will undertake reasonable efforts to assign peace officers who are acceptable to the District. The District will notify the Isanti Chief of Police of any concerns related to the performance of an SRO. If the concern relates to the officer's performance, the District will notify the Isanti Chief of Police. Any request for reassignment of an SRO that is based on work-related concerns must be made in writing to the Isanti Chief of Police. The City will have thirty (30) calendar days to demonstrate to the District's satisfaction that the concern has been addressed.
- F. **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.
- G. **Liability and Indemnification.** Each party is solely responsible for the act(s) and omission(s) 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 in this Agreement may be deemed to constitute a waiver of those limits.
- H. **Prohibited Actions.** In the absence of exigent circumstances, a school resource 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; or (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 permission from the building principal and from the student's parent or guardian if feasible and/or practical and would not jeopardize the investigation or put the student in any further harm if parent permission was obtained prior to interviewing them; or the student, if the student is eighteen (18) years of age or older. In addition, a school resource officer may not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity.
- I. **Execution of Arrest Warrants.** When executing an arrest warrant for a student on school property, a school resource officer must make reasonable efforts to protect other students and staff members who are present and to avoid undue embarrassment to the student who is being arrested. This paragraph is not intended to prevent an officer from taking immediate action to arrest a student who is fleeing or who presents an imminent and substantial risk of harm to self, others, or property.
- J. **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 the Family Educational Rights Privacy Act ("FERPA"), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless a statutory exception applies, the District may not disclose private educational data to an SRO without the written consent of the student's parent or guardian (or

the written consent of the student if the student is eighteen (18) years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the District's responsibilities under FERPA

- K. 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.
- L. Waiver and Enforcement.** The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is to be responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.
- M. Equal Drafting.** In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.
- N. 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.
- O. Entire Agreement, Changes, and Effect.** 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.
- P. Rights and Duties of the School Board.** The school board shall provide the following materials and facilities which are deemed necessary to perform the duties of the SRO:
1. Access to an air-conditioned and properly lighted private office containing a telephone line to be used for general business purposes.
 2. A desk with drawers, a chair, and a filing cabinet which can be locked and secured.
 3. Access to a computer terminal or computer hookup.
 4. Provide the SRO with a cell phone with a voice and data plan and pay the actual costs associated with such service. The will allow for immediate access and enhanced communications between school officials, the SRO and the police department and will allow the SRO to be part of the district's alert system.
 5. The SRO will receive, from the building principal, information on school district resources available to staff, including conflict de-escalation tools, mediation opportunities, and access to specialized crisis teams
- Q. Termination of Contract.** Either party may end this agreement within 30 days after reasonable attempts have been made to resolve any disputes. The 30-day timeline will begin upon receipt of written notification of such intent. Attempts to resolve disputes should occur within that 30-day period.

R. SRO Funding.

Reimbursement by the Cambridge-Isanti School District to the City of Isanti for the 2024-2025, 2025-2026, and 2026-2027 school years will be calculated as follows:

District will pay a percentage of total annual SRO compensation based on the following calculation:

$$(\text{School/Service Days} \times \text{Hours Per Day}) / 2080 = \text{Percent of Total Compensation}$$

Total Compensation = salary + all employee benefits

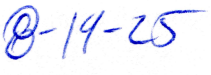
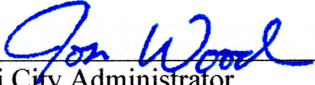
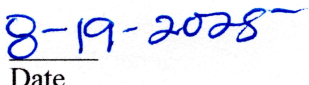
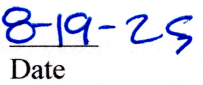
Mutual agreement on the number of School/Service days will be made prior to the start of each school year, with consideration to the Year Round and Traditional school calendars. The School District will be invoiced quarterly, with payroll detail, and agrees to reimburse the City within 20 days of the invoice date. The School District will be invoiced for the actual cost of the School Resource Officer's actual days worked during the quarter being invoiced.

Hours of service for each scheduled day shall not exceed 8 hours and scheduled days per year shall not exceed 179 (172 student days, 2 days to attend meetings prior to the first day of school, and 5 days to attend the year-round programs once a week prior to the traditional calendar start). The School District will also cover the cost of half of the School Resource Officer's vacation time, not to exceed 15 days. If vacation time is taken during the scheduled days, that time will be included in that quarterly invoice. If not all school district covered vacation days are taken during the scheduled days, the remainder of vacation days will be billed on the last quarter of the school year invoice. Hours of service for each school year are thirty (30) minutes prior to the start of school and thirty (30) minutes after the school's dismissal for scheduled school days. Funding and hours of service are subject to annual review upon request by either the City of Isanti or the School District.

S. Duration

This Memorandum of Understanding is effective for the 2024-2025, 2025-2026, and 2026-2027 school years. This Memorandum of Understanding may be reviewed upon request by the City of Isanti and the Cambridge-Isanti School District.

Signatures:

_____ School Board Chair	_____ Date	 _____ Mayor of Isanti	 _____ Date
_____ School Board Clerk	_____ Date	 _____ Isanti City Administrator	 _____ Date
_____ Superintendent of Schools	_____ Date	 _____ Isanti Police Chief	 _____ Date