

PROFESSIONAL SERVICES AGREEMENT

This Agreement entered into between the **CITY OF COLERAINE**, hereinafter referred to as "**COLERAINE**", and **INDEPENDENT SCHOOL DISTRICT NO. 316, GREENWAY PUBLIC SCHOOLS**, hereinafter referred to as "**GREENWAY**".

RECITALS

The parties hereto recite and declare:

- A. The **City of Coleraine** is a municipality, and **Greenway** is a public school district, both created by and operating under the laws of the state of Minnesota.
- B. **Greenway** desires to purchase and obtain certain professional services from the **City of Coleraine**: specifically, a licensed police officer serving as a School Resource Officer.
- C. The **City of Coleraine** desires to provide the professional services to **Greenway**, as set forth.

NOW, THEREFORE, FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE, AS FOLLOWS:

I. DESCRIPTION OF WORK

The **City of Coleraine** shall provide to **Greenway** the following services: **Coleraine** will provide the services of one police officer and related support services and supplies to provide **Greenway** School District # 316 with a School Resource Officer Program for the District's facility located at 499 Powell Ave, Coleraine, MN.

- A. A school resource officer's contractual duty with the school district shall include:
1. fostering a positive school climate through relationship building and open communication;
 2. protecting students, staff, and visitors to the school grounds from criminal activity;
 3. serving as a liaison from law enforcement to school officials;
 4. providing advice on safety drills;
 5. identifying vulnerabilities in school facilities and safety protocols;
 6. educating and advising students and staff on law enforcement topics; and,
 7. enforcement of criminal laws.
- B. The school district may contract with a school resource officer's employer (the City) for the officer to perform additional duties to those described in paragraph I (A).
- C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
- D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

TRAINING:

- A. Except as provided for in paragraphs B., C., and D. below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.

- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a SRO.
- D. An officer who is serving as a substitute school resource officer for fewer than 60 student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.
- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

DURATION:

This agreement shall commence on September 2, 2026 and extend through May 28, 2027, at which time it shall automatically terminate, unless renewed or extended by written agreement of the parties.

II. PAYMENT

Greenway shall pay to **Coleraine** for the above services, as follows:

The cost of the services provided by the city, set forth in Section I, are set at \$64.43/hour through 12/31/26 and \$66.53/hour for 1/1/27 through 5/28/27 for the regular school year. This rate includes PERA, Work Comp, Medicare, MN Paid Leave, health and dental benefits, and a \$35.09 and \$36.84 hourly wage in 2026 and 2027 respectively. This rate is subject to change (with notice) according to applicable labor agreement. The City shall provide to the School District appropriate days the SRO worked within the School District and for applicable sick days, paid holidays, and a reasonable amount of vacation time to accommodate 66% of full-time employment. The City shall provide billing to the School District for services following the end of term in December, March and June. Coleraine shall furnish all transportation and mileage required to perform the obligations pursuant to this Agreement at no additional cost and/or expenses to Greenway with the exception of the specialized training exclusive to a SRO that district requests. Any registration fees, hotel accommodations, meals not included in the training, and wages will be reimbursed to the City with the appropriate documentation and separate billing, with prior approval by the district for registration and accommodations.

III. PERSONNEL PERFORMING SERVICES

- A. The individual assigned by **Coleraine** to perform professional services as school resource officer described above shall be, during the term of this agreement, qualified and properly licensed to perform the duties and services contemplated and intended by the agreement. **Coleraine** ensures that the school resource officer has completed a thorough background check, including submission of fingerprints, prior to employment as a Coleraine Police Officer.
- B. **Coleraine** assumes full responsibility for the individual providing services hereunder, and will make all deductions required of employers by state, federal,

and local laws, including deductions for PERA, social security and withholding taxes, and contributions for unemployment compensation; and shall maintain worker's compensation and liability insurance coverage for such employee.

- C. **Coleraine** shall not be permitted to subcontract any of the services to be provided hereunder to any other individual or entity, without the express written consent of Greenway.
- D. **Supervision. Coleraine** agrees to provide supervision for the school resource officer who will remain an employee of the City of Coleraine. Inadequate service or performance by the school resource officer will be addressed by **Coleraine** and may result in removal from the assignment.
- E. **Records. Coleraine** agrees to maintain such records as are necessary to document that the services are provided as represented by **Coleraine**. The school resource officer shall only have access to student records to the extent permitted by the Family Education Rights and Privacy Act (FERPA) and Minnesota Government Data Practices Act. **Coleraine** agrees to ensure that its actions, and the actions of its employees, comply with the Minnesota Government Data Practices Act and FERPA. The school resource officer may, in the course of their law enforcement duties, have an occasion to create law enforcement records relating to students at the district's facility. Such records shall be maintained by the school resource officer and/or **Coleraine** in a separate location from student records.
- F. **Scheduling.** Having the SRO available to the district during days that school is in session, or by special arrangements as determined by the City and the District.
- G. The SRO shall be allowed to be absent from the district's premises for training purposes with prior approval of the district (Superintendent) and the City (Chief of Police or designee)
 - 1. The SRO will be allowed to be absent from school for purposes of appearing in court.
 - 2. The SRO will be allowed to be absent from the district's premises for three days during the school year (for reasons other than training) without the City

providing a replacement SRO. Any absences in excess of three consecutive days, the City will notify the District's Superintendent on the reason and the effort to fill or support the position of SRO.

3. The SRO shall not be required to be on District premises during school curriculum days unless the SRO is providing training for District Personnel.

4. The SRO will work District special events (i.e. dances, significant sporting events, etc.) providing arrangements have been made to provide the SRO with sufficient notice so as to allow the SRO an opportunity to adjust their regular work schedule. Per the contract with the City, adjustments to the work schedule must be made at least 30 days in advance. If additional cost, this will be billed in accordance with agreed to billing terms.

5. The SRO may conduct home visits on behalf of the District or the City – including students being sent home for various reasons and students who are not in school.

6. The SRO will coordinate the transportation of students to juvenile detention when necessary and appropriate.

H. Coleraine shall have the power and authority to hire, discharge, and discipline the SRO.

I. Greenway may, at any time and with reason, request that an SRO be transferred or removed from the assigned SRO position with Greenway. Upon removal or transfer, Coleraine will assign another SRO to replace the removed or transferred SRO through the duration of this Agreement.

IV. RELATIONSHIP OF PARTIES:

A. The parties intend that an independent contractor relationship be created by this contract. The overall conduct and control of the services performed under this agreement will lie with **Coleraine**. However, **Coleraine** agrees and represents that its individual assigned to perform services shall perform said services in

accordance with approved methods and procedures for such services and in conformity with federal and state law, rule and policy.

- B. **Coleraine** and its employee performing services under this contract are not to be considered as agents or employees of **Greenway** for any purpose, and **Coleraine's** employee will not be entitled to any benefits from **Greenway** nor to any of the benefits and/or rights which **Greenway** provides its own employees.

V. COMPLIANCE WITH LAW, POLICIES, AND PROCEDURES:

- A. **Coleraine** agrees that its employee assigned to perform services under this agreement shall fully comply with all applicable laws and the policies and procedures of **Greenway**. Any deficiency, failure, or refusal on the part of the employee of **Coleraine** assigned to perform the services with regard to compliance with applicable laws and the policies and procedures of **Greenway** shall be, in written form, brought to the attention of the Coleraine Police Chief and the city council of **Coleraine** having oversight responsibilities over said employee.
- B. **Coleraine** agrees that its employee assigned to perform services under this contract shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data. Further, the conduct and actions of any such employee, whether by omission or commission, shall also not violate of any of the policies and rules of **Greenway**; with any such violation of rule or policy to be considered also a violation of policy or rule of **Coleraine**.
- C. **Coleraine** agrees and represents that its employee will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, mind-altering substance, illegal drugs, or after misusing prescription drugs.
- D. The parties agree that any violation or non-compliance by the employee assigned by **Coleraine** to perform services under this agreement shall be dealt with by

Coleraine, and shall be subject to **Coleraine's** contract with this individual and its disciplinary process. However, **Greenway** shall have the right to request removal of any such employee performing services under this agreement, and have the right to have the agreement terminated, as provided herein.

- E. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this agreement, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.
- F. Greenway shall provide office space and access to necessary equipment and video in the performance of the SRO and law enforcement official duties.

VI. LIABILITIES AND INDEMNIFICATION

- A. **Coleraine** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of its employee assigned to perform services under this agreement and arising directly or indirectly from the performance of those services. Coleraine shall indemnify, defend, and hold harmless Greenway and its officers, directors, employees, agents, and representatives from and against any and all claims, losses, demands, suits, or actions arising out of or related to Coleraine's performance of duties pursuant to this Agreement. Greenway shall not, in any case or circumstance, be liable for special, incidental, consequential, indirect or other similar damages even if advised of the possibility of such damages.

VII. MISCELLANEOUS:

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be amended to reflect, to the greatest extent under applicable law, the original intent of the parties to this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect.

VIII. TERMS TO BE EXCLUSIVE:

- A. The entire agreement between the parties with respect to the services provided hereunder is contained in this Agreement.
- B. The provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

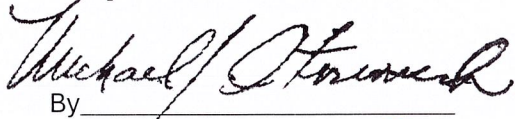
IX. WAIVER OR MODIFICATION OF TERMS:

No waiver, alteration or modification of any of the terms and provisions of this agreement shall be binding unless in written form and signed and executed by the boards of the parties hereto.

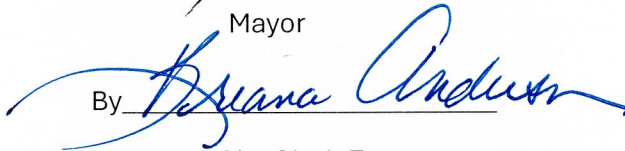
X. REPRESENTATION OF AUTHORITY TO SIGN

Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing board of each entity, and that such action taken is consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.

"City of Coleraine"


By _____

Mayor


By _____

City Clerk-Treasurer

"Greenway"

Independent School District No. 316

By _____

Superintendent

By _____

Clerk