

CITY OF DETROIT LAKES
AND
INDEPENDENT SCHOOL DISTRICT No. 22

AGREEMENT FOR SCHOOL RESOURCE OFFICER POLICE SERVICES

This agreement is made effective on the day and date below last signed by and between the City of Detroit Lakes ("City") and Independent School District No. 22 ("District 22"), both being governmental entities and political subdivisions of the State of Minnesota.

RECITALS

1. The School Board of Independent School District No. 22, of Detroit Lakes, Minnesota ("District 22") has the management, jurisdiction, and control of the Detroit Lakes Public Schools ("School") situated within the City of Detroit Lakes, Minnesota ("City"); and
2. The City Council of the City has the authority and obligation to provide for the protection of life and property within the City; and
3. The School Board of District 22 has implied power to provide for the protection of life and property at the School and upon school property and conveyances; and
4. The City and District 22 presently have in place an agreement dated January 1, 2007 ("2007 Agreement") by which the City has provided for a Police Liaison Officer to be stationed at the District 22 School; and
5. Various changes in the law have occurred since the 2007 Agreement and the Parties now wish to replace the 2007 Agreement with this Agreement to describe the mutual understanding by which District 22 agrees to purchase the services of a School Resource Officer ("SRO"), as defined by Minn. Stat. § 626.8482, Subd. 1(c) and the City agrees to provide such services to District 22; and
6. To facilitate the public interest and provide additional police protection to the School, District 22 agrees to purchase and the City agrees to provide the services of a School Resource Officer ("SRO"), as defined by Minn. Stat. § 626.8482, Subd. 1(c), pursuant to the terms of this agreement.
7. This agreement is for the purchase of SRO services and is not and shall not be construed to be a Joint Powers Agreement under the authority of the Joint Powers Act, Minnesota Statutes, Section 471.59. Nothing in this Agreement shall be interpreted as creating a partnership, joint venture or joint enterprise between the parties relative to the services provided by the City under this Agreement which is solely an agreement for the purchase of services.

NOW, THEREFORE, the School Board of District 22, Detroit Lakes Minnesota and the Detroit

Lakes City Council, do hereby agree and contract as follows:

1. The City shall provide the services of one (1) P.O.S.T. certified police officer who, when serving pursuant to this Agreement, shall be a School Resource Officer ("SRO") as defined by Minn. Stat. § 626.8482, Subd. 1(c), shall be trained in compliance with Minn Stat. § 626.8482 Subd. 3 and Subd. 4, and who shall perform the duties described herein.
2. The SRO shall be assigned by the City to District 22 for 8 hours of each school day, beginning the first school day of the regular school year through the last school day of the regular school year, excepting the days when students are not in attendance and when the officer is excused from duty due to approved absences by the Chief of Police. In the event scheduled time off, sick leave or required training, assigned SRO shifts will not be "backfilled," but an officer from the City shall still respond upon request from the School.
3. The City shall furnish the SRO with all necessary police equipment, including an automobile when needed in the judgment of the Chief of Police to enable the proper performance of the duties assigned under this Agreement. The SRO shall, while on duty at District 22, be stationed on the campus of the School and shall devote the majority of the SRO's time to performing duties assigned hereunder; except that in an emergency the Police Chief shall have the authority to reassign the officer off and away from the campus for a temporary period of time. The officer shall be free to move about the community in carrying out assigned duties. Reference to the "School" in this agreement means the elementary schools, middle school and secondary school operated by District 22, as defined in MN Statute 120A.05, subdivisions 9, 11 and 13.
4. It shall be the primary function of the SRO, while on duty at the School, to take all necessary steps and employ all lawful and accepted police measures to ensure the protection of life and property at the School. Nothing in this Agreement or the specific duties outlined in section numbered eight (8) below limits any other duty or responsibility imposed on peace officers; limits the expectation that the SRO 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 the SRO to protect students, staff, or others on the School grounds that is different from the duty to protect the public as a whole. Specific functions shall include the providing of emergency first aid, building safety, and the other functions listed in the section numbered eight (8) below.
5. The SRO shall, while on duty at the School, remain at all times under the direct control and

supervision of the Chief of Police of the City and shall in no sense be considered an employee of District 22. The City shall be solely responsible for compensation and benefits for the SRO according to the City's policies and labor union agreement. The Chief of Police will confer with District 22 Administration on the selection of each SRO assigned by the City to the School and the Chief of Police and District 22 shall meet periodically to review and confer regarding any issues related to that selection and the retention of any SRO. The Chief of Police shall, in supervising the SRO, confer with the administration of District 22 and the School building principals as to the manner in which the SRO shall, in any given circumstances, perform the functions assigned hereunder, to discuss how the SRO will be informed of school district resources available to school staff to assist with de-escalation of conflicts in school, e.g. specialized crisis teams, mediation opportunities, etc., to facilitate a public notification process advising that an SRO will be present in the school. The SRO shall communicate regularly with building principals to identify concerns and exchange information.

6. The City shall maintain adequate insurance covering accidental death or personal injury to the SRO which may occur while such duties or functions are performed under this Agreement. The City shall be responsible for any and all claims of the SRO that may arise under the unemployment compensation of workers' compensation and all employment related claims including, but not limited to, claims of discrimination or harassment of any nature and the City shall defend, indemnify and hold District 22 harmless from such claims. The SRO shall neither require nor be entitled to any compensation or employment rights or benefits of any kind from District 22. The City shall be solely liable for injury, loss, claims, actions, damages, liability, costs and expenses including defense costs, arising solely from the activities, actions, events or omissions of the SRO. The City shall secure and maintain appropriate property and liability insurance to provide coverage for any such claims related to the performance of any duties or functions of the SRO under this Agreement.

7. Cost Sharing. Cost sharing under this Agreement shall be on a 50%-50% formula basis with the City paying 50% of the cost and District 22 paying 50% of the cost. Costs shall be determined by establishment of an annual budget approved by both the City and District 22. The budget shall be determined by September 1st each year. All funds so budgeted and appropriated shall be deposited in a special fund established by and maintained by the City and all expenses shall be paid out of that fund. The annual budget shall be for the period beginning January 1st through December 31st each year. The City shall invoice District 22 semi-annually in advances on January 1st and July 1st each year for the District's share of the approved budget. If the City or District 22 should cancel this Agreement in

accordance with Section thirteen (13) of this Agreement, any funds owed shall be payable and any funds remaining shall be returned to the City and District 22 based upon the cost sharing formula. A financial report showing all Revenues, Expenses and Fund Balance, for the previous calendar year shall be prepared by the City and provided to District 22, annually by May 31st.

8. Duties of the SRO shall include, but are not limited to:

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;
7. enforcement of federal, state and local criminal laws;
8. protecting lives and property of the citizens, students, and staff of the school district;
9. investigating criminal activity committed on or adjacent to school property;
10. consulting with public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Superintendent or his/her designee or by the parents/guardians of a student;
11. answering questions and conduct of classroom presentations for students in the law related education field;
12. assisting other law enforcement officers with outside investigations concerning students attending the schools to which the SRO is assigned; and arranging for police presence for special school events or functions, such as parent meetings, athletic events, dances, and other large functions or assemblies at the request of the Superintendent or his/her designee; the actual cost of police services, outside of the regularly scheduled workday, shall be the responsibility of the School District and billed separately for hours worked.

9. As part of the provision of SRO services under this agreement, the City and District 22 shall agree upon a policy regarding the use of plain clothes, modified uniforms, and other changes to SRO attire with the goal of fostering a positive school climate, facilitating the establishment of positive relationships with students, and promoting open communication.

10. Information Exchange: School officials shall allow the SRO to inspect and copy any public records maintained by the school, including student directory information such as yearbooks. The SRO may be authorized by school administration to inspect and/or copy confidential education records in the event of an emergency or in the interest of school safety. If some non-public information in a student's cumulative record is needed immediately in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence. In other instances, the SRO shall obtain consent or a Warrant before obtaining non-public information. The SRO will follow data privacy guidelines as outlined in law. The City and District 22 will comply with Minnesota Government Data Practices Act, MN Statutes, Chapter 13, and MN Rules 1205.0100 and 1205.2000. This includes following investigative procedures that may/will be done with or without school personnel involvement as outlined by data privacy mandates.

11. While serving under this Agreement, the SRO shall abide by all laws relating to the use of force by an SRO. Without limiting the foregoing, an SRO will 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.

12. The City and District 22 acknowledge that the City has developed, adopted and implemented a school resource officer policy as directed by Minn. Stat. § 626.8482, Subd. 6, that is substantially similar to and complies with the model policy developed by the Minnesota Board of Peace Officer Standards and Training pursuant to Minn. Stat. § 626.8482, Subd. 5 to ensure school resource officers are being utilized appropriately and not for school disciplinary purposes, with the goal to build constructive police relationships with students, administrators, and educational staff.

13. Term. This Agreement shall commence on the date on which this Agreement has been executed by both parties and shall automatically renew January 1st thereafter by mutual agreement of the City and District 22. In the event either party wished to cancel this Agreement, they shall notify the other party in writing 180 days in advance of their intent to cancel.

14. Binding Effect. All rights and liabilities herein given to, or imposed upon, the respective Parties hereto shall extend to and bind the respective successors and assigns of the said Parties.

15. Assignment. This Agreement, and the rights and responsibilities of the Parties to it, may not be assigned or subcontracted without the express written consent of all Parties.

16. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth.

17. Modifications. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to the Agreement shall be binding upon the Parties unless reduced to writing and signed by all of them.

18. Recitals, The recitals set forth above are part of this Agreement.

19. General Provisions. The Parties agree that the City and District 22 may establish monitoring and evaluation procedures regarding the services under this Agreement which are not in violation of the Minnesota Government Data Practices Act, Chapter 13 and which ensure effective delivery of quality services.

20. Severability. The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties this _____ day of _____, 20____

APPROVED:

CITY OF DETROIT LAKES

DISTRICT 22

SCHOOL BOARD OF

By:

Mayor

By:

Chairperson

Attest:

Attest:

By:

City Clerk

By:

22 Clerk

District

Approved as to form and execution this _____ day of _____, 20_____

Charles J. Ramstad

Detroit Lakes City Attorney