

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is effective as of August 1, 2026, by and between the SCHOOL DISTRICT OF ALBANY AREA SCHOOLS (hereinafter "School District"), and the CITY OF ALBANY CITY POLICE DEPARTMENT (hereinafter "Police Department") as follows:

WITNESSETH:

WHEREAS, the Police Department agrees to provide the School District a School Resources Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.) Cost of the SRO Program.

A.) Duration – This agreement shall remain in full force and effect except as terminated as provided in this agreement or by law and/or modified by the written mutual agreement of the School District and the City of Albany.

B.) Duty Year – The SRO's duty year begins at the end of August and ends at the beginning of June. The duty year will reflect similar days as the school district teachers. Vacation days and holidays will align with the school district calendar and approved by the Chief of Police and principal.

C.) Additional Services – The SRO will be assigned to extra-curricular and other assignments as determined by the principal and the Chief of Police.

D.) Compensation – The School Board agrees to pay the City of Albany \$35,821.57 for SRO services for the 2026-2027 school year. This constitutes a 50% position with hours to be determined by the Chief of Police and superintendent. The payment will be made in two equal installments on January 15 and June 10. The compensation will increase 3% in each subsequent school year.

E.) Other Provisions – The School District will provide the SRO a computer, confidential workspace, and phone (landline). Requests for additional provisions will need the approval of the School District and Chief of Police.

2.) Employment of School Resource Officers.

A.) The SROs shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.

B.) The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.

C.) The Police Department, in its sole discretion, shall have the power and authority to hire, assign, discharge, and discipline SROs.

D.) One SRO shall be assigned to serve all buildings of the School District.

E.) The parties agree that any violation or non-compliance by any individual assigned by the Police Department to perform services under this agreement shall be dealt with by the Police Department in accordance with its disciplinary process. However, the School District shall have the right to request removal of any individual performing the services pursuant to this Agreement. If the Police Department is unable to assign a new officer following such request, this Agreement shall terminate.

3.) Duty Hours

A.) SRO duty hours shall be determined by agreement between the Police Department and School District. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.

B.) It is understood and agreed that the time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this agreement.

C.) In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the principal of the school to which the SRO is assigned.

D.) In the event an SRO is needed to assist or support the Police Department the School District understands that the SRO will leave school in such cases.

4.) TERM OF AGREEMENT.

The term of this Agreement shall coincide with the school year and shall renew for successive school year terms unless either party provides written notice to the other party of intent to terminate at least sixty days prior to the end of the current school year term.

5.) DUTIES OF SCHOOL RESOURCE OFFICERS.

The SRO's duties will include, but not be limited to, the following:

A.) To be visible, active law enforcement figures on campus dealing with law enforcement matters and school code violations originating on the assigned campus, protecting students, staff and visitors to the school grounds from criminal activity and enforcing criminal laws.

B.) To act as the designee for the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property. The SRO shall assist in identifying vulnerabilities in school facilities and safety protocols and shall provide advice on safety drills.

C.) To provide a classroom resource for law education using approved materials.

D.) To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.

- E.) To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- F.) To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- G.) To document activities of an SRO on and off campus and as a compiler of a monthly report to be provided to the Police Department and to the principal of the assigned school.
- H.) When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. As to all school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials. The SRO shall 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.
- I.) It will be the responsibility of the SRO to report all crimes originating on the campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- J) The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.
- K.) The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youths and their families. Referrals will be made when necessary.
- L.) The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M.) The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- N.) The SRO may be asked to provide community wide crime prevention presentations.
- O.) SROs will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- P.) SROs will wear their department authorized duty weapons in accordance with department policy.
- Q.) The Police Department agrees that its employees assigned to perform the services under this agreement shall fully comply with all applicable laws and the policies and

procedures of the School District. The Police Department agrees that its employees assigned to perform services under this agreement shall conform to, and comply with all federal and state laws relating to the release and dissemination of data, information, student records, personnel records and other data compiled or kept in conjunction with the services performed under this agreement, or related thereto, including, but not limited to the Minnesota Government Data Practices Act and the federal Family Educational Rights and Privacy Act. The Police Department agrees and represents that its employees shall at all times while performing services hereunder, refrain from misusing any prescribed medication and shall abide by the City of Albany Drug Free Workplace Policy and federal law,

6.) Chain of Command.

A.) As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.

B.) In the performance of their duties, SROs shall coordinate and communicate with the principal of the principals' designee of the school to which they are assigned.

7.) Transporting Students

A.) SROs shall not transport students in Police Department vehicles except:

- 1.) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
- 2.) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

B.) Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

C.) SROs shall notify school personnel upon removing a student from campus.

8.) Access to Education Records.

A.) School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.

B.) If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which the school official determines 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.

C.) If confidential student record information is requested by an SRO, but no emergency situation exists, the information may be released only as allowed by Minnesota Statutes Section 13.32, or 34 CFR 99 et seq (Family Educational Rights and Privacy Act) with consent of a parent, or pursuant to court order, search warrant or subpoena. The SRO shall contact building principal to make requests under this subsection.

9.) School District Communications.

A.) The School District shall at least annually notify the public that an SRO will be present in the schools.

B.) The School District shall keep the SRO informed of district resources available to school staff to assist with de-escalation of conflicts in school, such as specialized crisis teams, mediation opportunities or other resources.

10.) Miscellaneous

A.) The relationship of the parties to this agreement shall be that of an independent contractor. The Police Department, City of Albany, and any individual performing services pursuant to this agreement are not to be considered agents or employees of the School District for any purpose and shall not be entitled to any benefits and/or rights from the School District.

B.) The Police Department and the City of Albany shall solely be liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of its employees assigned to perform the services pursuant to this agreement and arising directly or indirectly from the performance of those duties. The Police Department and the City of Albany shall indemnify, defend, and hold harmless the School District and its officers, directors, employees, agents, and representatives from and against any and all claims, losses, demands, suits, or actions arising out of related to the performance of the duties pursuant to this Agreement, unless such claim, loss, demand, suit or action arises out of the intentional act or gross misconduct of a School District employee. The Police Department and the City of Albany 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. Nothing contained in this agreement shall be deemed to waive municipal tort liability limits established under Minn. Stat. §466.04 or any statutory or common law immunities available to the parties.

C.) 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.

D.) No waiver, alteration, or modification of any of the terms and provisions of this agreement shall be binding unless in writing and signed and executed by the boards of the School District and the City of Albany.

E.) 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 rules, procedures, and in accordance with the laws of the state of Minnesota.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement in duplicate; on the day and year given above.

ATTEST:

Albany Chief of Police

Board Chair

Mayor of Albany

Board Clerk

City Administrator

Superintendent