



## Becker PD SRO Information

- Priority and goal is to ensure the safety and security of the students, staff, visitors, and school district property.
- 1 experienced officer selected by process – to include BPD and School Leadership staff, decision by BPD on person selected.
- Supervised by Lt and Chief of Police. Chief of Police is former SRO and Supervisor of SRO program in St. Cloud. Chief is member of National Association of School Resource Officers.
- SRO to attend Basic SRO school as soon as available (currently one available in August 2023). Advanced school in the future. Lt to possibly attend also.
- SRO also to attend ALICE Training as soon as available. Future goal is to have ALL BPD officers trained.
- Become a member and attend the MN Juvenile Officers yearly conference.
- Uniform: TBD or agreed upon. Likely polo shirt and cargo pants. Gun, taser, radio, badge, cuffs, BWC.
- Squad car will be checked out by officer daily – prefer unmarked car.
- Shift: M-F 7:30am-3:30pm. Can be present for staff development days. If SRO is unavailable, a replacement officer or supervisor will cover. Of note: BPD has an officer on duty during the day, along with, the Chief and Lt. This means 3 additional officers are typically available if needed.
- Duties during school day: TBD. Likely based on call activity and needs of each individual school. Will be visible during times where greatest student contact happens, i.e. passing time between classes, lunch time, etc. Will visit each school during the week or as requested. They should not be sitting in an office much, but rather moving around and communicating with students, staff and parents.
- Special events/sports: TBD. Could shift SRO time, current officers on duty, use of available Reserve Officers.
- Office: BPD to supply lap top computer, Rifle/Safe, bunker, file cabinet, cell phone. School to provide office space, desk, office phone.
- Will work with school administration on Emergency Management Response plan and schedule trainings for staff on Active Shooter response, etc. 2 BPD officers currently trained as instructors in ALICE. SRO will be trained in ALICE program.
- Will work with school administration on issues as they arise and work collaboratively toward a resolution in the best interest of the schools and student.

- Response time subject to notification of SRO through administration or dispatch, and/or officers available outside and on duty.
- The other officers, as mentioned above, may do walk throughs, lunch periods, parking lots as time and availability allow. Visibility around the schools during the school day will be a priority. Marked squad cars will be visible more often on school property if agreed upon.
- SRO will participate in school safety meetings, safety trainings, etc when asked by the schools and administration to participate.
- Access to programs and services: BPD has same as Sheriff's Office, to include access to Social Service agencies, Co-Responder Mental Health professional, Rivers of Hope domestic abuse advocates, Central Minnesota Sexual Assault Center in St. Cloud, etc.
- Can consider SRO being trained to teach a program similar to Kid's Choice, etc. (LEAD – Law Enforcement Against Drugs and Violence program). BPD already instructs students on the School Patrol Program at the Intermediate School.

### **WHY A BECKER PD SRO**

A Becker Officer will have a better understanding of what is going on within the City but has access to the Sheriff to help students living in township or elsewhere.

Visibility around the Becker Schools will increase with extra officers on duty. This includes during the school day and during afterschool activities and events.

In summer, SRO will be utilized to work with kids and juvenile related crime. This will help establish and/or enhance relationships with kids in the community. Relationships built outside of school will help students when they get into school.

BPD will conduct quarterly check-ins by supervisor with school administration to ensure SRO and program are working efficiently and effectively and meeting any established goals.

Goals – similar to what is identified with the National Association of School Resource Officers (NASRO):

- Prevent and minimize damage and destruction to school property and areas around the schools
- Prevention of student injuries, even death, due to violence, drug overdoses, etc.
- Reduce the need for schools to call 911
- Reduction of the likelihood of a student creating a criminal record
- Better likelihood that the student will get access and help from social services and health care systems
- Increase the feeling of safety among students, staff and parents
- SRO's are educators, informal counselors, and law enforcer. They become the law enforcement officer for students, staff, and parents

## JOINT POWERS AGREEMENT

This agreement ("Agreement") is hereby entered into by and between Independent School District No. 726, Becker Public School District ("District") and the City of Becker ("City"), the parties being governmental and political subdivisions of the State of Minnesota.

WHEREAS, Minnesota Statutes Section 471.59 authorizes government entities to jointly or cooperatively exercise any power common to the entities or any similar powers; and

WHEREAS, both the City and the District have a joint obligation to deter and prevent crime and violence at the District's schools and wish to fulfill that obligation by engaging the services of a City police officer to serve as the School Resource Officer in the District's schools; and

WHEREAS, Minnesota Statutes Section 126C.44 authorizes the District to make a levy on all taxable property located within the District for the purpose of paying the costs incurred for the salaries, benefits, and transportation costs of peace officers who serve as School Resource Officers.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

**1. TERM AND TERMINATION OF AGREEMENT**

The term of this agreement shall be for the 2023-2024 school year, beginning on July 1, 2023, and ending on June 30, 2024. The agreement will automatically renew in subsequent years, beginning on July 1 and ending on June 30, unless either party provides written notice of termination to the other party at least sixty (60) days prior to the end of the term. Either party may terminate the Agreement for any reason by providing sixty (60) days' notice to the other party of such termination.

**2. DISTRICT TO PROVIDE FUNDING**

District will provide funding for actual costs incurred for time the SRO spends in the schools. The SRO shall track their time spent on SRO duties. The City will bill, on a quarterly basis, the District the cost incurred by the SRO, to include wage and salary.

**3. DISTRICT'S RESPONSIBILITIES**

In addition to making the payments described in this agreement, the District will have the following responsibilities:

**A. Office Space.** District will provide office space for the School Resource Officer. At a minimum, the office space will be furnished with a desk, chair, filing cabinet that can be locked, telephone extension, and internet access at District's expense. Additional equipment shall be provided by the City at the City's expense.

**B. School Resource Officer Program Information.** District will provide the School Resource Officer with reasonable opportunities to address students, teachers, school administrators, and parents about the School Resource Officer program goals and objectives.

**C. Notice of Illegal Activity.** Through its principals, the District will inform the School Resource Officer, as soon as reasonably possible, of any suspected illegal activity. In the event a School Resource Officer is not immediately available, a principal or staff member may contact the Becker Police Department or county dispatch center. Any principal or staff member who

locates a dangerous weapon as defined by School Board Policy 501 or controlled substances in the course of a search will turn it over to the School Resource Officer or other licensed peace officer. In the event no criminal or juvenile charges are filed, a School Resource Officer and City shall dispose of the contraband in the manner prescribed by department policy.

**D. Notice of Trespassers and Safety Concerns.** Through its administration, the District will inform the School Resource Officer, as soon as reasonably possible, of the names of specific individuals who are not permitted on District property, mandated maltreatment reports as required by law, as well as any anticipated safety concerns involving parents, students, staff, or other individuals.

**E. School Regulations.** The District will provide the City the school Code of Conduct.

**F. Presence at School.** The School Resource Officer is highly encouraged to be present in the hallways or common areas where students gather as part of the District's and City's goal of developing positive relationships between the School Resource Officer and the school community.

**4. CITY TO PROVIDE A SCHOOL RESOURCE OFFICER**

The City will provide a licensed peace officer employed by the City to serve as the School Resource Officer. The School Resource Officer shall be assigned by the Police Department to the School Resource Officer program. During the school year, the School Resource Officer's primary responsibility as a peace officer assigned to the School Resource Officer program will be to the District.

**A. Absences.** Unless an absence is caused by an emergency, the School Resource Officer or supervisor will provide reasonable notice to the Principal or Principal's designee if the School Resource Officer will be absent from the District due to illness, vacation, training, or any non-emergency reason. The City will make reasonable attempts to schedule activities in a manner that minimizes the School Resource Officer's absence from the District. The City will make reasonable efforts to back-fill any absence of the School Resource Officer to minimize a lack of coverage during the regular school day.

**B. Extended Absences.** If a School Resource Officer is absent for more than ten (10) consecutive school days, the City will undertake reasonable efforts to provide extended coverage during the absence.

**C. Vehicle, Equipment, and Trainings.** The City is responsible for providing, at its own expense, the School Resource officer with a vehicle or all necessary law enforcement equipment, including but not limited to clothing, uniforms, and electronic devices, within the City's law enforcement budget to perform the School Resource Officer's duties. The City is also responsible for providing all law enforcement required training and education to all peace officers who are assigned to provide services pursuant to this Agreement.

**D. Performance Concerns of School Resource Officers.** The City will undertake reasonable efforts to assign peace officers who are acceptable to the District. When there are performance concerns regarding a School Resource officer, the Superintendent, principals, or designees, will contact the Police Lieutenant or Chief of Police to resolve the issue. In the event the issue is not resolved, the Superintendent will notify the Lieutenant or Chief of Police in writing of any concerns related to the performance of a School Resource Officer. The Department will work with the District and the School Resource Officer to resolve these concerns.

**5. FUNCTION**

It is understood that the function of the School Resource Officer shall be limited to the legal responsibilities and requirements of a licensed peace officer with an emphasis on public safety, SRO's will not be involved in non-criminal issues or school investigations of student or staff policy/misconduct violations, including both questioning and/or searching, and will never make recommendations regarding disciplinary outcomes. When circumstances exist that pose both public safety and/or potential criminal violations, and school policy violations, both parties will work collaboratively with a comprehensive approach geared at addressing the responsibilities of both school administration and the police department with public safety issues always remaining the top priority.

**6. DUTIES AND WORK SCHEDULE OF THE OFFICER**

The peace officer serving as a School Resource Officer pursuant to this agreement shall perform School Resource Officer duties and services during regular school days. The typical day for this Agreement will be identified as 7:30am to 3:30pm each scheduled school day but may vary based on the approved school schedule. The District will be responsible for paying any additional contract services outside of the responsibilities of the SRO program, which may include an overtime rate, i.e., sporting events, dances, etc.

**7. CITY'S AUTHORITY**

Although the School Resource Officer will work collaboratively with the District's Superintendent, Principals, and their designees, the School Resource Officer will be supervised by the Police Lieutenant and Chief of Police. The Police Lieutenant will be responsible for determining the School Resource Officers' work assignment and ensuring compliance with the Department's directives. The City will retain its authority over officer standards or performance, conduct and discipline of officer's performance reviews, and other internal matters related to enforcement services. Upon request of the City, the District shall provide a written appraisal of the services rendered by the School Resource Officer at the end of each contract term. The District shall immediately notify the City in writing of any performance deficiencies or inappropriate conduct of a School Resource Officer. All disciplinary action shall be under the authority of the City.

**8. PROHIBITED ACTIONS**

Pursuant to School Board Policy 519, in the absence of exigent circumstances, a School Resource Officer 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; (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; (c) the officer has obtained prior written permission from the building principal or designee, from the student's parent or guardian, or from the student, if the student is eighteen (18) years of age or older.

**9. 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 the District is reporting a crime, a public safety exception or another statutory exception applies, the District may not disclose private educational data to a School Resource Officer without the written consent of the student's parent or guardian.

(or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or 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.

**10. 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.

**11. PROPERTY AND EQUIPMENT**

Each party will maintain ownership of all property and equipment provided to the School Resource Officer or other part for and in furtherance of the purposes of this Agreement. Upon termination or expiration without renewal of this Agreement, any property and equipment so provided shall be returned to the party that owns and provided the property and equipment. Each party shall be responsible for damage to, or loss of any property or equipment furnished thereby in furtherance of the purpose of this Agreement. Except for willful misconduct, each party waives the right to sue the other party for any damages to or loss of its property or equipment, even if the damages were caused wholly or partially by the negligence of the other party, its officers, agents, or employees. Neither party shall be liable or responsible to the other party for depreciation of any property or equipment.

**12. SCHOOL RESOURCE OFFICER EMPLOYMENT STATUS**

At all times and for all purposes, the City is and will remain the exclusive employer of peace officers who perform services pursuant to this Agreement. No School Resource Officer may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no School Resource Officer may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employee 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. worker's compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.

**13. LIABILITY AND INDEMNIFICATION**

Each party is solely responsible for any and all acts and omissions of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify, hold harmless and defend 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 stated in the Agreement may be deemed to constitute a waiver of those limits.

**14. NOTICES**

Any notice, demand, request, or other communication that may or shall be given or served by the parties, shall be deemed to have been given after the same is deposited in the U.S. mail, registered, or certified postage prepaid, and addressed as follows:

**A. To the City:**

Attn: Police Chief, Brent J. Baloun  
Becker Police Department  
PO Box 250

Becker, MN 55308

**B. To District 726:**

Attn: Superintendent, Jeremy Schmidt  
District 726 Schools  
12000 Hancock Street, District Offices  
Becker, MN 55308

Either party may designate a different addressee or address at any time by giving written notice to the other party.

**15. 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 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.

**16. 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 responsible for its own costs, expenses, and any attorney's fees associated with this Agreement and any related matters, including enforcement of this Agreement.

**17. CHOICE OF LAW, FORUM, AND SEVERABILITY**

This Agreement is governed by the law 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 this Agreement will remain in full force and effect.

**18. ENTIRE AGREEMENT, CHANGES, AND EFFECT**

This agreement constitutes the entire agreement between the District and the City regarding School Resource Officer duties. 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.

**19. FORCE MAJEURE**

Norther party shall be liable to the other or deemed in default under this Agreement if and to the extent that Party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, fire, earthquake, flood, and other circumstances, which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates recorded by their signature. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

INDEPENDENT SCHOOL DISTRICT 726

CITY OF BECKER

\_\_\_\_\_  
Jeremy Schmidt  
Superintendent

\_\_\_\_\_  
Tracy Bertram  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date