

AGREEMENT

THIS AGREEMENT, entered into on the _____ day of _____ 2025, between the **CITY OF VIRGINIA**, hereinafter referred to as "**City**", and **INDEPENDENT SCHOOL DISTRICT NO. 2909, Rock Ridge Public Schools**, Virginia, Minnesota, hereinafter referred to as "**School District**".

RECITALS

The parties hereto recite and declare that:

- A. **School District** desires and intends to create and establish a School Resource Officer program (SRO), which is both a Federally and State recognized program; and,
- B. **City** also desires to create, establish and provide an SRO program to the **School District**; and
- C. Both **City** and the **School District** desire to set forth in this agreement the specific terms and conditions of the services to be performed and provided and the responsibilities of each party.

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:

- 1. **Goals and Objectives** - it is understood and agreed that the **School District** and **City** share the following goals and objectives with regard to the SRO Program in the **School District**;
 - 1.1 To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement and the function of law enforcement officers and agencies;
 - 1.2 To expect the SRO to attend possible extra-curricular activities of the **School District** in addition to regularly assigned duties;

- 13 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school at school, such as: disorderly conduct by trespassers, the possession and use of weapons on school buildings and grounds, the illegal sale and/or distribution of controlled substances, other acts of violence which jeopardize the safety of **School District** students and personnel;
- 14 To expect personnel of the **School District** to report serious crimes that occur on campus and to cooperate with the SRO in the investigation of those crimes which occur at school and/or on school grounds;
- 15 To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus to the extent permitted by **School District** policy, practice and procedure and Minnesota law.

2. Employment, for assignment of SRO

- 21 **City** shall provide one SRO, two days a week, during the student 2025-2026 school year, during the term of this agreement.
- 22 The SRO under this agreement shall be an employee of **City** and not the **School District**. The SRO will be subject to the administration, supervision and control of **City** and its Police Department, except as such administration, supervision and control is subject to the terms and conditions of this agreement.
- 23 **City** and its Police Department agree that the pay and benefits including terms and condition of employment shall be in accordance with **City's** contract with its police officers. Except as such policies or practices in terms of conditions of employment may have to be modified to comply with the terms and conditions of this agreement.
- 24 The SRO shall be assigned by **City** and its Police Department to the **School District** to be used by and among school locations and buildings located within the **School District**. The assignments to buildings and locations shall be agreed upon by the Superintendent of the **School District** and/or his designee and the Chief of Police for **City** and/or her designee.

- 25 While working as an SRO with the **School District**, the SRO shall have the same jurisdiction, powers, rights, privileges and immunities that law enforcement officer normally possess.
- 26 While on duty at a school location, the SRO shall respond to requests and suggestions by the Superintendent or Building Principal, but shall remain subject to the lawful operational commands of the SRO's superior officers in **City's** Police Department.
- 27 While working as an SRO with the **School District**, the SRO shall intervene in all situations involving reportable offenses as defined by Minnesota Law. Such offenses are acts occurring on school property or school locations that involve assault resulting in serious personal injury, sexual assault, sexual offence, rape, kidnapping, indecent liberties with a minor, maltreatment of a minor, assault involving the use of a weapon, possession of a fire arm in violation of the law, possession of a weapon in violation of the law, or possession of a controlled substance or alcohol in violation of the law.

In these situations, the SRO shall be responsible for the investigation of the offense and the decision to pursue legal action shall be in the discretion of the SRO. The **School District** may conduct its own investigation and make a determination as to whether disciplinary or legal action should be pursued.

- 28 **City** and its Police Department, in their sole discretion shall have the power and authority to hire, discharge and discipline SROs.
- 29 **City** and its Police Department shall hold the **School District** free, harmless and indemnified from any and all claims, counter suites, or causes of action rising out from the wrongful, unlawful or negligent actions of the SRO.

3. Insurance and Indemnification

- 3.1 **City** and its Police Department shall purchase and maintain in full-force in effect during the terms of this agreement general comprehensive, liability and errors of omissions insurance policies with limits as required by the Minnesota Municipal Tort Claims Act (MN Statute Chapter 4663.2) – **City** and its Police Department agrees to hold the **School District**, its agents, students and employees free, harmless and indemnified from

and against all claims, suites or causes of action rising from or anyway other than the performance of the duties of the SRO or the SRO Program.

4.0 Duration

- 4.1 This agreement shall be for one school year commencing on the opening day of school for the 2025-2026 school year and ending on June 30, 2026. This agreement can be extended, modified or altered in written form by mutual agreement by and between the parties.
- 4.2 Either party may terminate this agreement during its term with 90 days written notice to the other.

5.0 Duty Hours

- 5.1 The regular hours of the SRO shall be a 16 hours a week (2 days a week during the 2025-2026 school year), but in no event shall exceed the maximum number of hours allowed or permitted by **City's** Collective Bargaining Agreement with Police officers. Hours on duty may be altered by the **School District** to meet the needs of extra-curricular and other and other school activities at which the presence of the SRO may be desired. Any overtime must be approved in advance by and between the Superintendent and **City's** Chief of Police. The duty hours of the SRO shall begin when the SRO arrives at the school location or the destination assigned by the Superintendent or the Principal and shall end when the SRO leaves that destination. Time Records shall be kept and maintained by **School District** and provided to the Chief of Police of **City** on a regular basis.
- 5.2 It is understood and agreed that time spent by the SRO attending **School District** related juvenile, expulsion or other court hearings pertaining to the SRO's duties and responsibility as SRO shall be considered as hours worked under this agreement.
- 5.3 This contract between the **School District** and the Virginia Police Department addresses data practices policies and procedures. These procedures and policies shall identify the education records that can be shared with the law enforcement agency generally and with the SRO specifically and for what purposes. Law enforcement records that contain student and parent data that are maintained by the law enforcement agency shall be governed by the agency's data practices policy and in compliance with the requirements of the Minnesota Government Data Practices Act, Minn. Stats., chapter 13,

and Minnesota Rules, parts 1205.0100-1205.2000.

- 5.4 In the event of an emergency when the SRO is ordered by **City's** Police Department to leave his/her school duty station during normal duty hours and to perform necessary services for **City** and its Police Department, the time spent shall not be considered hours worked under this agreement. The hours shall be made up in a manner determined by mutual agreement by the parties.

6. COMPENSATION

- 6.1 The **School District** shall pay to **City** the sum of \$0 during the term of this agreement in a way and manner mutually agreed on by and between the parties. This sum is inclusive of any DARE activities performed by the SRO. All other costs associated with the SRO shall be the full and complete responsibility of **City** except as to approved overtime in conjunction with SRO's duties to which prior approval has been given and obtained, in which case the cost shall be borne by the **School District**.

7. Qualifications of SRO

- 7.1 The SRO shall be a licensed police officer by the State of Minnesota and shall have had experience working with and around young people. The SRO shall possess an even temperament and be able to set a good example for students and **School District** personnel. Further, the SRO shall possess communication skills that would enable the SRO to function effectively within a school environment and to work collaboratively and successfully with **School District** personnel. The SRO will have the 40-hour Basic SRO training course that meets the state statute requirements.

8. Specific Duties of SRO

- 8.1 To protect the lives and property of students, educational personnel and other employees of the **School District**.
- 8.2 To serve as a Liaison between law enforcement and the school and to help identify vulnerabilities in the school facilities.
- 8.3 To foster a positive school climate.
- 8.4 SROs are prohibited from using force or their authority as officers to enforce school policies or rules or participating in the enforcement of discipline for violating school rules.

- 8.5 SROs are not considered employees, agents, or representatives of the school district.
- 8.6 To properly enforce Federal, State and Local laws and ordinances.
- 8.7 To provide law enforcement services to the **School District** at assigned school locations in accordance with the terms of this AGREEMENT.
- 8.8 To investigate criminal activity and offenses reported to be or committed on or adjacent to school property or school vocations.
- 8.9 To work collaboratively with **School District** personnel and parents to carry out in a good faith manner the duties set forth within.
- 8.10 It shall not be the function of the SRO to give legal advice, but may attempt to answer questions of students and **School District** educational personnel.
- 8.11 To provide security when requested for special school events and extra-curricular activities and functions at the request of the Principal, Superintendent or **School District** designee.
- 8.12 To follow and abide by all **School District** policies and be familiar with those policies.
- 8.13 To immediately notify the Principal of the school to which the SRO has been assigned as soon as practically possible after a law enforcement action is taken on campus and to provide the Principal of such school a copy of the report so as to protect other students and staff from the risk of harm.
- 8.14 When requested, to submit a monthly report to the Superintendent and School Board entitled "School Resource Officer Monthly Report".

9.0 Chain of Command

- 9.1 As employees of City Police Department, SRO's shall follow the chain of command set for in the Police Department's Policy and Procedure Manual's.
- 9.2 In the performance of his/her duties SRO's shall coordinate and communicate with the Principal, Superintendent or their designee in the school location to which they may be assigned

and shall collaborate and cooperate with them in every way and respect so as to minimize the negative impact on students and staff.

- 9.3 The SRO shall be required to wear a City Police Department issued uniform, which shall be provided by **City's** Police Department and otherwise dress in accordance with the dress code required by the Police Department.

The **School District** shall provide SRO with an office or conference space to assist him/her in performing his/her duties on campus.

The SRO shall notify the School Principal/designee before removing a student from school.

- 9.4 The SRO shall adhere to all Federal and State Laws, and **School District** Policies when conducting investigations, interrogations, searches and arrests and shall be further cognizant of all laws and rules pertaining to and dealing with juveniles. SRO's shall not be authorized to have access to private educational data with regard to students and/or private personnel data involving employees except in an emergency situation so as to protect the life and safety of others or upon a subpoena or court order.

- 10. Applicable Law** – This agreement shall be controlled by the laws of the State of Minnesota, any action brought as a result of a claim, demand or cause of action arising under the terms of this agreement shall be brought in the District Court, St. Louis County, Virginia, Minnesota.

11. Severability

Binding on Successors-each provision, section, sentence, clause, phrase and word of the agreement is intended to severable. If any provision, section, sentence, clause, phrase or word hereof is held by a court of proper jurisdiction to be illegal or invalid for any reason whatsoever, such an illegality or invalidity shall not affect the validity of the remainder of this AGREEMENT.

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective personnel, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties above named have executed this Agreement to be effective the date first above written.

**School
District:**

**INDEPENDENT SCHOOL DISTRICT
NO. 2909, ROCK RIDGE PUBLIC
SCHOOLS**

By _____

Its _____

By _____

Its _____

CITY OF VIRGINIA

By _____

Its _____

By _____

Its _____

