

<p style="text-align: center;">YOUTH SERVICES OFFICER CITY OF LINO LAKES/CENTENNIAL SCHOOL DISTRICT NO. 12 SERVICE CONTRACT</p>
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This contract by and between the City of Lino Lakes (hereafter referred to as “City”) and Independent School District #12 (hereafter referred to as “District”) is made this ___ day of ___ 2025, pursuant to Minnesota Statute §471.59, and is effective June 9, 2025.

1. PURPOSE

The purpose of this contract is to create, fund, and implement the position of school liaison/school resource officer, hereafter referred to as “SRO”, to provide services to the District and specifically Centennial Senior Middle School during the School Years occurring in the contract term.

“School Year” is the number of days from September through June in which the District regularly provides instruction and offers classes to the student body at Centennial Middle School. “School day” means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the District calendar. Days on which students attend summer school are not school days.

2. SELECTION PROCESS

From application of qualified applicants for the assignment as SRO, oral interviews will be administered by representatives from the District and Lino Lakes Police Department. Final selection of the SRO assigned to the District is at the discretion of the City.

3. OFFICER EMPLOYED BY CITY

The City shall employ, or assign, in accordance with applicable state statutes, city policies, and union agreements, a licensed police officer to serve as SRO for Centennial Senior Middle School. The City shall assume all obligations and payments with regard to the SRO’s salary and benefits including workers’ compensation, PERA, withholding taxes, etc. The SRO provided by the City will carry out SRO duties beginning on the first day of the regular school year through the last day of the regular school year, except for any days in which students are not in attendance due to a school closure or distance learning. The SRO will maintain all rights accorded by provisions of any applicable labor agreement during the period of assignment. Nothing in this agreement requires the City to staff the SRO position when the City’s assigned SRO is on an authorized leave, including training, vacation leave, sick leave, etc.

4. PAYMENTS

The District will pay the City for all SRO services, excluding additional services, as follows:

- a. **2025-2026** School Year. The District will pay the City for the services the SRO provides pursuant to this Agreement at the hourly rate of the specific SRO providing services, up to a maximum of **\$85.75 per hour**. The cumulative amount will be paid in two equal installments by **January 31, 2026, and June 30, 2026**.
- b. **2026-2027** School Year. The District will pay the City for the services the SRO provides pursuant to this Agreement at the hourly rate of the specific SRO providing services, up to a maximum of to **\$88.87 per hour**. The cumulative amount will be paid in two equal installments on **January 31, 2027, and June 30, 2027**.

5. INVOICE FOR ADDITIONAL SERVICES

District administrators and school administrators may request in writing that the City assign one or more peace officers to provide “additional services” as defined in this Agreement. The City will make reasonable efforts to accommodate such requests. When the City assigns an officer to provide additional services, the District will be responsible for paying the City for the hours worked by the officer at the City’s reimbursable police services (RPS) rate. On or before January 1 of each year, the City will provide the District with the upcoming year’s RPS rate. The City will submit an itemized invoice to the District describing the additional services that were provided, the location where the additional services were provided, and the costs the City incurred in providing the additional services.

6. DUTIES OF OFFICER

The list of basic duties and work schedule of the SRO shall include, but not necessarily be limited to, the following:

- protecting persons who are present on school property or at a school sponsored event or activity;
- protecting real and personal property;
- deterring and addressing truancy;
- serving as a role model for students, parents, and community members;
- conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
- identifying and advising on security vulnerabilities in the District’s schools;
- visiting and inspecting high delinquency areas on school property;
- being present and visible on school property;
- deterring all forms of criminal activity on school property and at school sponsored events and activities;
- serving as a resource for school officials regarding the prevention of criminal activity on school property and at school sponsored events and activities;
- serving as a mentor and resource for students;
- giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address drug use or other potential criminal activity by students;

- investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
- conducting searches of students, student lockers, student backpacks, school property, and student vehicles as authorized by law, including but not limited to pursuant to a properly issued search warrant.
- conducting searches of students, student lockers, student backpacks, school property, and student vehicles at the request of a school official when the school official has reasonable grounds to believe the search will result in the discovery of drugs, a weapon, or any other item that is unlawful for a student to possess on school property, or the discovery of other evidence establishing that a student has committed a crime that has a direct nexus to school property or a school sponsored event or activity;
- recovering lost or stolen property;
- enforcing all criminal laws on school property and at school sponsored events and activities;
- apprehending and prosecuting criminals, including suspected criminals;
- responding to emergencies including, but not limited to, medical emergencies and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
- attending trainings provided by the District;
- meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals; and
- other tasks as assigned by the City.

In the absence of exigent circumstances, the SRO 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; or (c) the officer has obtained prior written permission from the building principal and from the student's parent or guardian or the student, if the student is eighteen (18) years of age or older. In addition, the SRO may not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity.

7. **CLOTHING, EQUIPMENT, AND SUPPLIES**

The City shall provide any required clothing, uniforms, vehicle, and necessary equipment and supplies for the SRO to perform law enforcement duties. The District shall provide the SRO with work space, a telephone, and supplies necessary at the Centennial Middle School for the officer to perform SRO duties.

8. **LEVELS OF SERVICE**

The SRO may have to respond to emergency calls within the boundaries of the City, attend training, appear in court, and perform special duties as assigned by the City while fulfilling the requirements of this contract. Time in excess of eight hours per day shall be paid according to the officer's union

contract, providing such additional time has been approved in advance by the City and the District. Blanket approvals will not be accepted. Scheduled adjustments are allowed so long as they are agreed upon by the SRO and the District, and that they are completed within the framework of the pay period in which they occur.

9. **ADMINISTRATIVE RESPONSIBILITIES**

Law enforcement services rendered to the District shall be at the sole discretion of the City. Standards of performance, discipline of the SRO assigned, and other internal matters shall be under the authority of the City. If the assigned SRO were to have difficulties in the school setting, both the school administration and the Chief of Police (or designee) would work with the officer. If the assigned SRO's work in the school were still deemed unsatisfactory by the District or the City, the assigned SRO would be replaced. The Chief of Police (or designee) would work with the District to select a suitable replacement.

10. **SCHOOL CALENDAR**

The District shall provide the City with a school calendar, which shall reflect the school days making up the School Year.

11. **TERMINATION**

Either party may terminate this agreement upon ninety (90) days written notice of such termination. All payment due hereunder shall be prorated in the event of such termination.

12. **INDEMNIFICATION BY CITY**

The SRO is a City employee. The City shall indemnify, hold harmless, and defend the District, its elected officials and employees against any and all liability, loss, costs, damages, expenses, claims or actions which the District, its officers and employees may hereafter sustain, incur or be required to pay arising out of or by reason of any negligent or willful act or omission of the City, its agents or employees, in the execution, performance, or failure to adequately perform the City's obligations pursuant to this contract. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

13. **INDEMNIFICATION BY DISTRICT**

To the extent permitted by law, the District shall indemnify, hold harmless, and defend the City, its officers, elected officials and employees against any and all liability, loss, costs, damages, expenses, claims or actions which the City, its officers, elected officials and employees may hereafter sustain, incur, or be required to pay arising out of or by reason of any negligent or willful act or omission of the District, its agents or employees, in the District's obligations pursuant to this contract. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

14. TERM OF CONTRACT

The term of this contract shall be effective June 9, 2025, through and including June , 2027. Pursuant to this contract, the City shall provide an SRO to the District in accordance with the terms articulated within this contract, for School Years 2025-2026, and 2026-2027.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year last written below.

CITY OF LINO LAKES

CENTENNIAL SCHOOL DISTRICT #12

Rob Rafferty
Mayor

Jeff Holmberg
Superintendent of Schools

Curt Boehme Date _____
Public Safety Director

Tom Knisely Date
School Board Chair

Craig Johnson Date
School Board Clerk