

**Contract for Police School Resource Officer
Between The
City of Red Wing
And
Red Wing Public School District 256**

*The time period covered by this contract shall be the
2020/2021 School Year, and the 2021/2022 School Year.*

This agreement, made and entered into this ____ day of _____, 2020, by and between the City of Red Wing, hereinafter referred to as the (“City”) and the Red Wing School District, hereafter referred to as the (“District”) is entered into under Minnesota law.

1) PURPOSE:

This contract is to address the need for the presence of one law enforcement School Resource Officer (“SRO”) to be assigned by the Chief of Police to work in and around the Red Wing School District. The SRO will provide instruction and law enforcement school liaison services to the District as set forth in this contract.

2) OFFICER EMPLOYED BY THE CITY:

The Chief of Police shall assign in accordance with applicable State statutes one law enforcement officer to serve as SRO in the District. 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 District will reimburse the City as defined in Section 11 of this contract. The District shall not assume any liability for acts of the City’s personnel in the performance of their duties. Any law enforcement personnel assigned as SROs under the terms of this agreement shall be deemed to be City employees.

3) TERM OF CONTRACT:

The term of this contract will be for two (2) school years, beginning July 1, 2020, and ending June 30, 2022 (conclusion of the 2021/2022 school year) unless terminated by either party as defined in this contract. The time period covered by this contract is based on the school calendar year student days. The terms and cost of the contract may be renewed by the parties in writing upon mutually agreeable terms after the completion of the 2021/2022 school year.

4) SERVICES PROVIDED:

The District and the Chief of Police will work together to develop and determine the services that will be rendered to the District. Services provided to the District may include, but are not limited to, the following:

1. Respond to on-campus emergencies involving medical problems, injuries and related emergency situations of students, staff, and the general public.
2. Enforce state laws and local ordinances on the District campuses and on District owned property.
3. Initiate investigations of crimes committed on the District campuses, and District owned property, and prevent continued criminal behavior.
4. Detain and/or arrest suspects according to law and policies of the Red Wing Police Department.
5. Initiate investigative referrals to the "Red Wing Police Department Investigations Division" as deemed appropriate by the SRO.
6. Perform investigative follow-up work, including the interviewing of witnesses, victims and suspects.
7. Complete information and help prepare cases for the District, and for the City and County Attorneys.
8. Promote and provide crime prevention education to staff, students and the public.
9. Provide information to the District faculty and staff regarding federal and state laws, local ordinances, and the criminal justice system.
10. Assist district faculty and staff when needed with unruly or violent students.
11. Attend district faculty and staff meetings, committee meetings, staff seminars/training as requested by the District and deemed appropriate to the job position by the SRO as availability allows.
12. Participate in student/staff programs as deemed appropriate to the job position by the SRO as availability allows. Examples include but are not limited to: Alcohol and Drug Assessment Teams; Conflict/Relationship Mediation Programs; Support Groups; Student at Risk Programs.
13. Provide assistance in counseling services, provide resource information and options to students as deemed appropriate to the job position by the SRO.
14. Refer students to District and other available counseling services as appropriate.

15. Provide classroom and educational program assistance in dealing with drug, alcohol, and violence prevention as availability allows.
16. Provide education to students, faculty, staff, and the public dealing with gang activity and other issues pertaining to law enforcement practices and the Police/School Resource Program.
17. Assist in school truancy investigations.
18. Perform other duties as assigned by the Chief of Police, Police Captain – Operations, and Investigative Sergeant.

Final approval of said duties and all law enforcement services shall be at the discretion of the Chief of Police.

If requested, the District shall provide the City with an evaluation of the services received.

5) NO LIABILITY:

The City shall not assume any liability for acts of District personnel in the performance of their duties.

6) LEVEL OF SERVICE:

The SRO will respond to emergency calls within the City when necessary, and will attend police training and special duties as assigned by the Chief of Police while fulfilling the requirements of this contract. This may include the SRO's time off for vacation, sick leave, required or approved duty time off.

The SRO assigned will inform the District when he/she will be absent from the District due to vacations, time off, training or special duties, such as juvenile involved investigations or other investigations as deemed necessary by the Chief of Police.

The Chief of Police will provide for (needed) law enforcement within the District during the absence of the SRO. This presence shall be at the request of the District and consist of either an actual officer working in an assigned school building or the availability of an officer if there is a need for an officer to respond to a school. If the SRO will be absent from the District for five or more consecutive school days, the Chief of Police will assign a law enforcement officer to work in a school building at least twenty (20) hours per week during the SRO's absence.

In the event of non-student days the SRO may use this time to complete necessary school-related case work and is not obligated to remain in the school building.

7) DUTIES OF OFFICER:

The basic duties of the SRO shall be as agreed by the District and Chief of Police under Section 4 of this Agreement.

The Red Wing Police Department will exercise latitude in scheduling of work hours for the SRO to meet the principle needs of the contract. The SRO shall be principally housed at the Red Wing High School with time spent at Twin Bluff Middle School on a weekly basis as agreed upon by police department and school district administration. In the event the SRO is requested to work after normal school hours, the SRO will attempt to accommodate the request, working within the terms of their union contract.

8) CLOTHING, EQUIPMENT, SUPPLIES:

The City shall provide required clothing, uniforms, vehicle, computer and necessary law enforcement equipment for the SRO to perform law enforcement duties.

The District shall provide the SRO with a private lockable office, telephone and necessary office equipment for the officer to perform his/her duties under this contract.

9) SCHOOL CALENDAR:

The District shall provide the Chief of Police with a school calendar.

10) SHARING OF INFORMATION AND EDUCATIONAL RECORDS:

The District will share student information and records with the officer in accordance with applicable state and federal laws including laws pertaining to students with special needs. Both parties acknowledge that they are governed by the Minnesota Government Data Practice Act (“MGDPA”) and agree that all data collected, created, received, maintained, or disseminated pursuant to this Agreement will be done in accordance with the MGDPA.

11) DURATION AND COST:

The District shall pay the City for services in accordance with the terms of this contract.

Salary:

The District agrees to pay the City a lump sum for the services of one school resource officer for the 2020-2021 through the 2021-2022 school year (school year is from July 1 through June 30). This lump sum will be determined by the SROs total salary and benefits multiplied by the assigned percentages to the District and City, which for the effected period of this contract will be a 55% District and 45% City cost share for the 2020/2021 school year and 60% District and 40% City cost share for the 2021/2022 school year. The lump sum payment is payable by the last staff day of the school year, for each year of the contract

as follows: June 2021, the District cost is \$61,567.28 and the City cost is \$50,373.23; June 2022, the District cost is \$68,507.59 and the City cost is \$45,671.73.

12) TERMINATION:

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

13) APPROVAL BY GOVERNING BODIES:

This agreement is effective upon the approval of the School Board of the Red Wing School District and the City of Red Wing City Council.

ATTEST:

RED WING SCHOOL DISTRICT

Chairperson
Red Wing School Board

Superintendent of Schools

Date

Date

CITY OF RED WING

Kay Kuhlmann
Council Administrator

Sean M. Doe
Mayor

4/28/2020

28 April 2020

Date

Date

ATTEST:

Jiri R. Swanson
City Clerk

4-28-2020

Date