

Contract for School Resource Officer Services

THIS AGREEMENT, dated this 1st day of August 2025, is **between INDEPENDENT SCHOOL DISTRICT 283** ("ISD 283") and the **CITY OF ST. LOUIS PARK**, a Minnesota municipal corporation ("City").

WHEREAS, ISD 283 and the City recognize that the two School Resource Officers ("SRO") identified in this contract are fully funded by the City through the police department's budget, and as such, the police department's community safekeeping responsibilities may require the department at times to prioritize the work of the assigned officers to the broader demands of its mission due to the funding limitations.

WHEREAS, ISD 283 and the City are dedicated to promoting safety, education, training, and leadership skills. It is our mission to support students by providing a safe and nurturing environment that energizes and enhances the spirit of St. Louis Park; and

WHEREAS, ISD 283 and the City understand that the SRO first duty is that of a sworn law enforcement officer, while simultaneously striving to promote positive interaction with students, parents, faculty, and administrators; and

WHEREAS, the purpose of this document is to establish a School Resource Officer Program and to set forth guidelines to ensure that law enforcement, school officials, and the St. Louis Park Schools community served have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate; and

WHEREAS, ISD 283 and the City acknowledge that all equipment and uniform decisions impacting the SRO in their official capacity as a sworn peace officer will fall under the authority of the City.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree as follows:

1. TERM OF CONTRACT; TERMINATION

This Agreement shall commence on October 1, 2025, and remain in full force and effect unless terminated as provided herein. Either party may terminate this Agreement at any time with or without cause upon ninety (90) days written notice to the other party of such termination.

2. SRO DEFINITION

An SRO means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

3. DUTIES TO BE PROVIDED

The duties of the SRO will be aligned with those currently outlined in Minnesota Statute

626.8482. Additionally, the work and decision-making of SROs must ultimately be guided by all statutory and legal requirements, including the Minnesota POST Board and any training mandates associated with the SRO position. The duties of the SRO as outlined by Minnesota Statute 626.8482, include the following. In administering these duties, the SRO program will seek to work in partnership with the district:

- A. fostering a positive school climate through relationship building and open communication;
- B. protecting students, staff, and visitors to the school grounds from criminal activity;
- C. serving as a liaison from law enforcement to school officials;
- D. providing advice on safety drills;
- E. identifying vulnerabilities in school facilities and safety protocols;
- F. educating and advising students and staff on law enforcement topics; and
- G. enforcement of criminal laws.
 - (a) A school district or charter school may contract with a school resource officer's employer for the officer to perform additional duties to those described in paragraph (a).
 - (b) A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or to participate in the enforcement of discipline for violations of school rules.
 - (c) Nothing in this subdivision limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

It is the understanding of both the district and the City that intervention in disciplinary situations should be led by the district. This statement does not restrict a school resource officer from using their expertise and training to intervene when needed, and under department policy and state statute.

The duties of the school district in support of the SRO and school safety shall include:

- A. Making the building(s) available for police department building familiarization and trainings at times that are mutually agreed upon by the police department and school district.
- B. Providing a confidential workspace on school property for the SRO to work.
- C. School and district staff shall make the SRO or department aware of situations or individuals threatening the safety and well-being of school/district staff, students and the community. The school shall identify a point of contact at each school for the SRO supervisor(s) to maintain regular contact and dialogue with to ensure communication and collaboration are effective.

4. INTERVIEW OR ARREST OF STUDENTS AT SCHOOL.

Any arrest, search, or questioning of a student at school by an SRO or other law enforcement officer shall comply with all laws. **The city will work with the district when these situations arise. Additionally,** an SRO will comply with St. Louis Park Schools Policy #519 as drafted upon contract execution or other mutual agreement.

5. Use of Force

Specific tactics and strategies must be used to greatly minimize uses of force or the use and duration of prone restraint or physical holds of students. Ideally, prone restraint is not allowed on school grounds. Officers must find alternatives when at all possible. Officers must employ de-escalation techniques and the least restrictive physical intervention strategies for addressing conflicts in schools as identified in the training required under Minn. Stat. 626.8482, Subd. 4., and use only that amount of force that is necessary given the facts and circumstances perceived by the officer at the time of the event. Consistent with training, after any use of force, the SRO shall assess the condition of the student and render aid as needed including restoring the student to a non-prone position as soon as possible. This must be done with immediacy to reduce physical injury and trauma of the child. SROs shall not use force or the authority of their office to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.

6. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement by each party is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. An SRO may be provided student information or educational records by district ~~staff~~ or school administrators (e.g. superintendent, assistant superintendent, principal, assistant principal). For the **limited** purposes of access to student information or educational records by a SRO, the SRO is considered a "school official" as provided in the Federal Educational Rights and Privacy Act ("FERPA") 20 U.S.C. 1232g. These data sources will only be accessed for legitimate business purposes as needed by the SRO to perform his/her/their duties related to educational or school administration activities. The SRO's use of such student information remains under the direct control of the School District. The SRO may only disclose such student information consistent with FERPA and the Minnesota Government Data Practices Act.

- A.** H. Body Worn Cameras (BWC) - the St. Louis Park Police Department recognizes that the duties and working environment for SROs are unique within policing. It recognizes that SROs are required to maintain school safety while keeping the sanctity of the learning environment that the school provides. SROs are expected to continuously build trusting relationships with students and staff.

SROs often have impromptu interventions with students to de-escalate arguments and/or conflicts. It is with this understanding that the St. Louis Park Police Department provides special guidelines for SROs and their BWC. SRO use of BWCs in the school shall comply with St. Louis Park Police Department Policy 707.10 defining their use and activation criteria.

7. TRANSPARENCY AND ACCOUNTABILITY

Parties shall maintain annual publicly available data, without disclosing personally identifiable information. This is to include police department data documenting arrests, calls-for-service, use-of-force, and complaints.

8. COMPLAINT PROCESS

In alignment to Minnesota POST Board Standards, the St. Louis Park Police Department policy guides the collection, tracking, review, and reporting of any officer complaint. Any officer complaint, including those associated with an SRO, can be filed online at the police department's website, in person at the police department, or by asking to speak with any supervisor by phone.

9. INDEMNIFICATION

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Each party's liability shall be governed by the provisions of Minnesota Statute Chapter 466 and other applicable law as modified hereby.

10. INSURANCE

The City shall at all times during the term of this Agreement keep in force adequate insurance for:

- A. General Liability
- B. Professional Liability
- C. Automobile Liability
- D. Workers' Compensation Insurance as required by Minnesota Statute

11. MERGER AND MODIFICATION.

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- B. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

12. SUBCONTRACTING

The City shall not enter into any subcontract for performance of any services

contemplated under this Agreement without the prior written approval of ISD 283 and subject to such conditions and provisions as ISD 283 may deem necessary.

13. NONDISCRIMINATION

During the performance of this Agreement, the parties agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against Discrimination.

14. NOTICES

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to City:

City Manager
City of St. Louis Park
5005 Minnetonka Boulevard St. Louis Park, MN 55416

If to ISD 283:

Superintendent
Independent School District 283 St. Louis Park Schools
6300 Walker St. St. Louis Park, MN 55416