

**AGREEMENT TO PROVIDE SCHOOL RESOURCE OFFICER (SRO) SERVICES TO THE NORTH BRANCH AREA  
SCHOOL DISTRICT**

**2024-2025**

This Agreement is made by and between the City of North Branch, Minnesota (hereinafter the "City"), and Independent School District No. 138, North Branch, Minnesota (hereinafter the "School District").

**RECITALS:**

WHEREAS, the City provides police services with the City of North Branch, Minnesota; and

WHEREAS, the School District provides educational instruction and services to children enrolled therein; and

WHEREAS, the School District generally provides such instruction and services at public schools located within the City of North Branch, Minnesota; and

WHEREAS, City and the School District desire to enter into agreement whereby the City shall assign one or more peace officers to serve as School Resource Officers ("SRO") and provide School Resource Officer services (hereinafter the "SRO Services") to the School District; and

WHEREAS, the purpose of the SRO Services includes enhancing security and safety within the School District facilities and School District property; building positive relationships between law enforcement, students and school staff; maintaining a law enforcement presence at School District events and facilities, and providing prompt responses to, and investigations of, criminal or delinquent offenses committed on or about School District property or School District facilities; and

WHEREAS, the City is prepared to provide the SRO Services to the School District according to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Employment of the School Resource Officer; Uniforms and Equipment. The City agrees to employ and provide a peace officer to work in and about the School District's property and facilities during the school year (hereinafter the "School Resource Officer" or "SRO"). It is acknowledged and agreed-to by the parties that the SRO is an employee of the City, subject to the administration, supervision, and control of the City. It is understood and agreed that in performing the SRO Services, the City, and any person employed by or contracted with the City, shall not be an employee or agent of the School District. The City will furnish training, uniforms, equipment, and schedule of deployment required under Minnesota law or that is needed for the implement of this Agreement. The SRO shall wear a City--approved uniform or other approved attire when providing the SRO Services. The School District will provide the SRO with a secure work space, as well as ancillary support services, such as occasional clerical assistance, use of copiers and telephones.

2. Compensation for the SRO Services. In exchange for providing the SRO Services, the School District shall pay the City as set forth in Exhibit A, attached hereto. The School District shall not assume liability for the direct payment of any salaries, wages, or other compensation to the SRO or any City personnel performing services hereunder for said SRO Services, and the City hereby assumes said responsibility for payment of wages and benefits, including vacation and sick leave; mileage, uniforms; public employees retirement contributions; workers' compensation, automobile, general liability insurance costs; general overhead, including indirect expenses and supplies, radio unit expense, and health expenses.
3. Supervision of the SRO; Assignment and Reassignment. The City, in its sole discretion, shall have the power and authority to hire, assign, reassign, discharge, and discipline the SRO. As an employee of the City, the SRO will be subject to the chain of command of the City's Police Department. The SRO's effectiveness in the program will be evaluated at the end of each school term. In the event the School District is dissatisfied with the SRO who has been assigned to the School District, the School District's Administration will recommend that the officer not be assigned as an SRO during the following year. If any problems or concerns arise with the SRO or with the SRO's performance during the school term, the school district shall immediately notify the Chief of Police. The City reserves the right to remove or reassign any SRO upon written notification to the Superintendent of the School District. If it is reasonably anticipated that the assigned SRO will be unable to perform the duties for periods of less than one month for reasons related to vacation, illness or injury, the City, after consulting the School District, will determine if there is a need to assign another peace officer to fill the temporary vacancy. If the SRO resigns or is otherwise unable or unwilling to perform the duties and the anticipated absence is one month or longer or is permanent, the City shall assign a replacement peace officer to provide the SRO Services if police department staffing allows.
4. Hours of Work; Duties of the SRO. The SRO's regularly scheduled hours of work will be 11:00 AM to 3:00 PM, or a similar schedule to coincide with the hours school is in session. If the SRO responds to a school incident or a school emergency outside of these regularly scheduled hours, the SRO may act in their official SRO capacity while handling the incident. The SRO's duties shall include, but not be limited to, the following:
  - a. Foster a positive school climate through relationship building and open communication. Build relationships, enhance community-policing activities, identify safety concerns within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators and staff;
  - b. In coordination with school administrators, provide presentations in the areas of safety, crime prevention, bullying, etc.
  - c. Engage students and staff during School District hours or at designated School District events to establish rapport between the SRO and the student population;

- d. Patrol School District grounds and facilities during School District hours and at other specified times or events in order to reduce or deter incidents of school violence; and maintain a safe and secure environment on school grounds; North Branch Public Schools/City of North Branch SRO
- e. Coordinate with School District administration and staff and provide advice on the School District's Emergency Operations Plans and the implementation of any safety drills, including fire, inclement weather, active shooter, or other lock-down drills;
- f. At the School District's request, periodically review and assess the School District's physical space, policies, and/or procedures to complete a threat assessment, evaluate potential risks for student and staff safety, and identify vulnerabilities in school facilities and safety protocols;
- g. Present drug awareness and resistance education (DARE or other similar program) to students or provide education on personal safety and other law enforcement topics to students and/or staff as requested by School District administration;
- h. Respond to complaints and investigate matters of alleged criminal or delinquent activity;
- i. Attend and participate in applicable school meetings and to communicate and coordinate with the School District's principals and other appropriate school administrators concerning the needs of the school and its students;
- j. Promptly notify school administration upon removing a student from the school campus;
- k. Notify a parent as soon as practicable when minor students are issued a criminal citation or arrested;
- l. Provide appropriate, and when warranted, immediate response and interventions regarding students who may be abused, neglected and otherwise maltreated pursuant to Minnesota Statutes § 626.556 or Minnesota Statutes § 260C.001, et seq. This response may include making reports to the local social service agency, taking immediate action to place a student on a hold pursuant to Minnesota Statutes § 260C.175; or enforcing court orders;
- m. Enforce criminal laws and protect students, staff, and visitors to the school grounds from criminal activity.
- n. Serve as a liaison from law enforcement to school officials. Coordinate, when practical, the investigative approach between the City, other law enforcement authorities (if involved) and the School District. The SRO shall comply with applicable legal standards for searches, seizures, and interviews. The SRO will not be involved with administrative activities of school personnel unless a violation of law (criminal, delinquent, juvenile petty offense, or juvenile traffic offense) is alleged or there is an exigent circumstance requiring intervention for safety or to prevent flight;
- o. Assist School District staff and respond to concerns of visitors at the School District facilities, including the presence of unauthorized adults, allegations of trespass or threatening behaviors, and alleged violations of Orders for Protection, Domestic Abuse No Contact Orders or Harassment Restraining Orders; and North Branch Public Schools/City of North Branch SRO

p. At the request of the School District, participate as a witness in any administrative, quasi-judicial or judicial proceeding in which the School District is party, including, but not limited to, expulsion hearings.

5. Personnel Policies. The SRO shall be subject to all personnel policies and practices of the City, except as such policies or practices may be modified by the terms and conditions of this Agreement.
6. Responsibility for Student Discipline. The parties hereto acknowledge and agree that the School District shall be responsible for disciplining students for violations of School District policies, rules and procedures. The SRO must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
7. Term of Agreement; Termination. This Agreement shall commence on September 1, 2024 and end on June 30, 2025, unless otherwise renewed or extended by the parties. Any party may terminate this Agreement without cause by notifying the other party no earlier than ninety (90) days prior to the date of termination.
8. Default. In the event either party shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue uncured for a period of thirty (30) days after written notice thereof, the nondefaulting party may, at its option and in addition to all other rights and remedies which it may have at law or in equity against the other party, immediately terminate this Agreement.
9. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below.

City of North Branch

ATTN: Chief of Police

6408 Elm Street

North Branch, MN 55056

and

Independent School District No. 138

ATTN: Superintendent of Schools

38705 Grand Ave.

North Branch, MN 55056

10. Workers' Compensation. The City agrees to be responsible for any claim of injury or sickness to the SRO stemming from the performance of work under this Agreement.
11. Liability. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees,

commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the parties to waive any common law or statutory protections and immunities or impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

12. Insurance. The City will maintain workers' compensation insurance, public employees' liability insurance, and automobile insurances, in amounts deemed appropriate and not less than the coverage limits prescribed under Minn. Stat. Chapter 466. The City and the School District will each maintain general liability insurance with coverage limits not less than those prescribed in Minn. Stat. Chapter 466.
13. Data Practices. The parties will share information as necessary for the administration and performance of this Agreement, consistent with local, state and federal law relating to confidentiality and disclosure of government data, including but not limited to education records created or maintained by educational institutions and law enforcement agencies. For the purposes of access to student records by an SRO, the SRO is considered a "school official" as provided in the Federal Educational Rights and Privacy Act ("FERPA") 20 U.S.C. 1232g. A SRO may be provided access to student information only as needed by the SRO to perform his duties related to educational or school administration activities when the SRO's use of such student information remains under the direct control of the School District. A SRO may also be granted access to education records in the event of an emergency situation threatening the health or safety of a student or other individual. The SRO may only re-disclose such student information consistent with FERPA and the Minnesota Government Data Practices Act.
14. Non-Discrimination. In the performance of work under this Agreement, the City agrees not to discriminate against any School District employee, volunteer, student, or student family member because of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, or disability.
15. Entire Agreement/Modifications/Applicable Law. This Agreement (including Exhibit A) contains all of the agreements and understandings between the parties and supersedes and replaces any prior agreements, negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.
16. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement

shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement.

17. No Assignment or Subcontract. The City shall not assign, delegate or subcontract any right or obligation hereunder without the prior written consent of the School District.
18. No Third Party Beneficiary Rights. The provisions of this Agreement are for the sole benefit of the parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).
19. Force Majeure. A party is not liable for failure to perform the party's obligations under this Agreement if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, pandemic, epidemic, or other natural disaster), lack of fuel, strikes, labor disputes, national emergency, state-wide emergency, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, terrorist activities, or government sanction. Except as mutually agreed-to by the parties in writing, the School District has no liability or payment obligation concerning, or in respect to, SRO Services that the City did not perform during an event of Force Majeure.
20. Binding Agreement. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns.
21. No Oral Waiver. No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its Council, has caused this Agreement to be signed by its Mayor, Clerk, and Chief of Police and the seal of the City to be affixed hereto on the \_\_\_\_ day of \_\_\_\_\_, 2024; and the School District, by resolution of its School Board and signature of its Board Chair and Clerk of said Board on the \_\_\_\_ day of \_\_\_\_\_, 2024 [SIGNATURES TO FOLLOW]

CITY OF NORTH BRANCH

By: Mayor of the City of North Branch

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By: Clerk By:

\_\_\_\_\_

Chief of Police

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INDEPENDENT SCHOOL DISTRICT NO. 138

By: Board Chair

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By: Clerk

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## EXHIBIT A

### TERMS OF COMPENSATION

The daily rate, based on 2 hours per school day, for the SRO Services is \$ 130.56 per school day during the time period from September 1, 2024 to December 31, 2024.

The daily rate, based on 2 hours per school day, for the SRO Services is 134.48 per school day during the time period from January 1, 2025 to June 30, 2025.

The City shall invoice the School District in December 2024 for services rendered by the SRO from September 1, 2024 to December 31, 2024. The City shall invoice the School District in June 2025 for services rendered by the SRO from January 1, 2025 to June 30, 2025.

For the 2024 – 2025 school year, the School District agrees to pay for 2 hours of SRO services per school day and the City of North Branch agrees to assign the SRO to the District 4 hours per school day.

If the School District requires additional police services outside of the terms of this contract (such as security at athletic events or other school sponsored events, etc.), the City shall invoice the School District the cost of these services pursuant to the City's current fee schedule.