

## Juvenile Resource Officer Memorandum of Understanding

**THIS AGREEMENT**, dated this 1st day of October 2024, 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 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 Juvenile Response Officer ("JRO") 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**, ISD 283 and the City desire the JRO to take a proactive approach with students to identify and support those at risk, and if necessary, intervene with appropriate action to build healthy and trusting relationships; and

**WHEREAS**, ISD 283 and the City acknowledge that all equipment and uniform decisions impacting the JRO 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 AGREEMENT; TERMINATION.** This Agreement shall commence on October 1, 2024, and end on June 30, 2025, unless otherwise renewed or extended by the parties. Any party may terminate this Agreement with or without cause by notifying the other party no earlier than ninety (90) days before the date of termination.
2. **DUTIES TO BE PROVIDED.** The work of a JRO supports the broader school system and community to ensure the elements attached to relationship building, education, and safety for both students and schools are approached from a wide perspective. The City shall assign two sworn officers to the position of JRO whose duties and daily on-site presence will be primarily aligned with the St. Louis Park High School and Middle School. Inherent to the duties of a JRO is the philosophy that a JRO 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 [Minn. Stat. 626.8482 subd. 2(c)]. The duties of the JRO will be aligned to those currently outlined in Minnesota Statute 626.8482; specifically,
  - A. Working with school and district staff in 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. Working with school and district staff to provide advice on safety drills.
  - E. Working with school and district staff in identifying vulnerabilities in school facilities and safety protocols

- F. Educating and advising students and staff on law enforcement topics.
- G. The enforcement and investigation of criminal laws.

3. **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. For the purposes of access to student records by a JRO, the JRO is considered a "school official" as provided in the Federal Educational Rights and Privacy Act ("FERPA") 20 U.S.C. 1232g. A JRO may be provided access to PowerSchool and other student information. These data sources will only be accessed for legitimate business purposes as needed by the JRO to perform his/her duties related to educational or school administration activities. The JRO's use of such student information remains under the direct control of the School District. A JRO may also be granted access to educational records in the event of an emergency situation threatening the health or safety of a student or other individual. The JRO may only disclose such student information consistent with FERPA and the Minnesota Government Data Practices Act.

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

The BWC should be activated in any of the following situations:

- (a) When summoned by any individual to respond to an incident where it is likely that law enforcement action will occur when arriving.
- (b) Any self-initiated activity where it is previously known that the officer will make a custodial arrest.
- (c) Any self-initiated activity where it is previously known that an officer's questioning/investigation will be used later in a criminal charge.
- (d) When feasible a JRO shall activate the BWC when the contact becomes adversarial or the subject exhibits unusual behaviors.

Nothing in the St. Louis Park Police Department's policy undermines the fact that in many instances JROs are suddenly forced to take law enforcement action and have no opportunity to activate the BWC. It is also recognized that JROs have private (confidential) conversations with juveniles. It is not always appropriate to record these conversations as it diminishes the trust between the individual and the JRO.

4. **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.

5. **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

6. **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.
7. **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 they may deem necessary.

8. **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,

9. **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

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