

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is being executed on July 1, 2021 by the below listed entities:

Burnsville-Eagan-Savage School District
(ISD 191) and
City of Burnsville

This document will serve as the written agreement between ISD 191 and the City of Burnsville. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer (SRO), and will be the guiding document officers, school administrations, city administration, and students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed on a regular basis. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating entities listed above and all community stakeholders.

I. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program at Burnsville High School, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build positive relationships between police officers, school staff, and the students. The MOU will also promote a safe and positive learning environment and seek to decrease the number of youths formally referred to the juvenile justice system.

II. Mission

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. SROs will establish a trusting channel of communication with students, parents, teachers, staff and administrators and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO Program

A. SRO program goals include:

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.

B. This SRO program is unique to the community, and is designed to fulfill three overall roles:

1. Fostering Positive School Climate /Crime Prevention
2. Education
3. Law Enforcement

C. Fostering Positive School Climate /Crime Prevention

One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students. SROs will strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know the students. SROs will serve as a role model and will work with teachers and administrators to identify students who may be facing challenges that need additional resources or attention to be successful in school. Crime prevention activities include supervising students, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.

D. Education

SROs will participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators will strive to leverage this resource.

E. Law Enforcement Role

SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. When circumstances permit, a determination whether an activity rises to the level of a law enforcement matter or activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to school administration rather than to the SRO.

While law enforcement is the primary role of SROs, the SRO retains the same level of discretion of any police officer in any setting. Alternatives to arrest or referral to the criminal justice system should be used whenever possible.

IV. **Organizational Structure**

A. Composition

The SRO Program will consist of two full-time Police Department Personnel during the standard school year that are certified Peace Officers for the State of Minnesota and meet all requirements as set forth by ISD 191 and the Burnsville Police Department Policy Manual. The City shall not enter into any subcontract for performance of any services contemplated under this MOU without the approval of ISD 191 and subject to such conditions and provisions as they may deem necessary.

B. Officer Recruitment & Selection

School officials and the police department shall agree on guidelines for the selection of officers to serve as SROs. The selection process and appointment of the SRO is ultimately completed by the law enforcement agency with input from the School District (per police department policy this is currently a three- to five-year assignment).

SROs should meet three general criteria:

1. College or degree coursework - SROs are in an educational atmosphere and may be instructing in middle and high school classes. To increase credibility in this area, additional credits or teaching/training experience would be beneficial.
2. Experience as a police officer and commitment to student well-being - SROs must be full-time, non-probationary officers. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
3. Successful performance - All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

C. Training Requirements

Prior to or upon assignment as an SRO, officers shall complete basic SRO training (such as offered through the Minnesota School Safety Center) that covers responsibilities and/or limitations of SROs, juvenile law and legal issues, effective collaboration with school administrators, threat assessments and response procedures, street to school mindset training, strategies for working with special needs populations, use of force considerations in school environments, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, Positive Behavioral Intervention Strategies (PBIS), Culturally Proficient School Systems (CPSS) and general cultural competence.

V. **Chain of Command for SRO's**

The SRO will be ultimately accountable to the Burnsville Police Department chain of command. However, while at the school, the SRO will be additionally accountable to the principal or their designee. The SRO is expected to cooperate with the school officials, including administrators and faculty. The SRO will abide by school policy and respond to the requests of school officials. Complaints against the SRO shall follow the normal complaint process of the Burnsville Police Department and include notice to the appropriate school administrators.

The SRO's activity in the school is guided by the following procedures. Supervision and evaluation shall be provided by the Burnsville Police Department with input from representatives of ISD 191 to effectively support SROs efforts and monitor their progress.

A. Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department. Specific daily assignments to accomplish this function will vary. The SRO and school administration will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

1. Enforcing criminal law and protect the students, staff, and public at large against criminal activity.

2. Fostering mutually respectful relationships with students and staff to support a positive school climate.
3. Providing information concerning questions about law enforcement topics to students and staff.
4. Providing classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
5. Coordinating investigative procedures between police and school administrators.
6. Handling initial police reports of crimes committed on campus.
7. Taking enforcement action on criminal matters when appropriate and after consultation with school administrators (unless exigent circumstances exist)
8. Attending school special events as needed.
9. Preparing lesson plans as necessary for the instruction provided.
10. Collecting data on SRO activities (arrests, citations, meetings, etc.)

SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws. SROs shall encourage attendance for school administrators at NASRO Basic SRO Training, and shall provide training to teachers, administrators, and staff about when to directly involve SROs with student misconduct and about available alternatives to arrest.

B. Uniform

Normally, the SRO is in police patrol uniform.

C. Daily Schedule

To be determined by the Burnsville Police Department and the school administrators consistent with the MOU.

D. Absence/Substitution

The SRO should notify school administration if they are unable to report to the school on a given day and the reason for their absence. Whenever possible only one officer will be away from the school when school is in session.

E. Special Events

This MOU defines special events as the following:

- Home football games
- Home hockey games as needed
- Dances or other large school sponsored events
- Other events as determined by school administration, SROs, and BPD

Overtime costs to provide police services at these events will be split evenly between the parties. Coverage for these events will always require a minimum of two officers. Additional officers may be assigned if school administration and BPD believe

additional coverage is needed. Under normal circumstances, one of the officers assigned will be a current SRO. The City will be reimbursed by ISD 191 at the current contracted overtime rate as published in the annual Fees and Charges Schedule. The contracted overtime rate will not exceed \$110/hr during the term of this agreement.

F. Summer Activity

SROs should accomplish as much of the required training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the School District, however, they will spend the majority of this time on Burnsville Police Department assignments.

G. Role in Responding to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

1. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (gross misdemeanors and felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis.
2. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest. The SRO will work closely with the Dakota County Attorney's Office in filing criminal charges and will give input and consideration for Diversion practices and other alternatives to charges and/or confinement.

H. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct or school rules that are not criminal matters should always be handled by school faculty and staff, not SROs. Generally, SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

I. Data Collection

SROs should submit a monthly outreach report to school administration and the appropriate Police Division Commander. The report should include descriptions of all outreach/educational activities engaged in by the SRO. *See J. 1. below.*

J. Sharing of Information

Communication and information sharing are essential to the success of the SRO program. The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

1. Sharing of information will be governed by the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13, as amended), and relevant Burnsville Police Department and ISD 191 policies.
2. The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO may involve the dissemination of arrest reports and calls for service filed with the Burnsville Police Department or from other Police agencies coming into contact with students from ISD 191.
3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
4. If the SRO is aware of information concerning a student that is officially obtained by the Burnsville Police Department which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.
5. If a juvenile is an uncharged suspect in a crime, their information will not be released unless authorized by a Division Commander at the Burnsville Police Department.
6. Information that the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file. This file may be shared with other Division personnel and Criminal Justice Agencies, but will not be part of the student's school record.
7. Hearsay information or rumors alone will not be the basis for any formal action by the Burnsville Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.
8. Any information that is obtained by the SRO that pertains to criminal activity occurring outside Burnsville City limits shall be relayed to the law enforcement agency having jurisdiction.
9. When any crime occurs that prompts a Public Information Officer response from the

schools or the City, or if a school building is evacuated, the SRO shall contact their police supervisor as soon as possible.

10. The Superintendent or designee may grant the SRO or other law enforcement officials access to private or confidential information in emergency situations, if it is determined that disclosure of the information is necessary to protect the health or safety of students or other individuals.
11. Burnsville High School is equipped with a video security system. The video system is critically important to ensure the safety of the students and all others at the school. The content of school security video may be classified as private data under the Minnesota Government Data Practices and/or Family Educational Rights and Privacy Act. Therefore, except in emergency situations, as described in No. 10 above, the SRO will not have access to pre-recorded security system video. If the SRO or another law enforcement officer notifies the School District that they intend to seek a court order or subpoena for video potentially relevant to a criminal investigation, the District will, to the extent possible, preserve the video. The SRO may have access to live stream video for the safety of students and staff. Personally identifiable information on students obtained from viewing the live cameras are to be used for the purposes of promoting school safety and the physical security of students and other individuals in the school. Nothing in this paragraph shall exempt the SRO from any applicable provisions or prohibitions within FERPA pertaining to the disclosure of educational records or personally identifiable information by an SRO which the SRO may obtain by viewing the live stream video. The SRO may not disclose information regarding what they viewed on live stream video to their department or other law enforcement agencies, unless redisclosure fits into one of the exceptions to the consent requirements under FERPA such as an emergency situation as described in No. 10 above, or a determination is made by mutual agreement with a District administrator to pursue criminal charges.

K. Role in Locker, Vehicle, Personal, and Other Searches

1. SROs may be asked to assist in District searches of a student's person, possessions, locker, or vehicle when the District has a reasonable suspicion that the student has violated District policies, rules or regulations, and the search is related to possible student discipline. If the SRO intends to conduct a search as part of a criminal investigation, the officer must seek permission from the Superintendent or designee, unless an actual emergency exists and the search is reasonably necessary to protect students or other individuals in the school from the threat of immediate harm to their health or safety.
2. SROs will not ask a school employee to conduct a search for law enforcement purposes.
3. Strip searches of students by SROs are prohibited.
4. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.

L. Limits on Interviews and Arrests

1. **Interviews** – SROs may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for an interrogation.
2. **Arrests** - Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve physical injury or a weapon, should be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention.
 - i. School administration shall be consulted prior to an arrest of a student when practical.
 - ii. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
 - iii. Unless reasonably necessary to protect students, District employees, or other individuals from the threat of immediate physical harm, SROs shall not use physical force or restraints on students.

M. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual of ISD 191. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

N. Role in Truancy Issues

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

VI. **School District Responsibilities**

ISD 191 shall provide the SRO with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, chair, work table, filing cabinet, and office supplies.
- D. The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide input regarding criminal justice problems relating to

students.

- F. The opportunity to address teachers, **staff** and school administrators about criminal justice problems relating to students during in-service workdays.
- G. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- H. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.

VII. Crisis Planning

ISD 191 and the City of Burnsville will collaborate on Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the District should be adhered to when possible.

VIII. Reviewing the MOU and SRO Program

The Parties acknowledge that resources and needs may change during the term of this MOU. Either party may propose amendments at any time by submitting a written request for modification to the other party. Any request shall be promptly reviewed and responded to in writing by the receiving party.

In addition, the assigned parties shall review the MOU/SRO Program on a regular basis and make adjustments as needed. Any revisions or amendments shall be reduced to writing and signed by all parties and will be reflected in an updated MOU.

Any material alterations, variations, modifications, or waivers of provisions of this MOU shall be valid only if and when they have been reduced to writing as an amendment, or upon the execution of a new MOU intended to replace this MOU.

IX. 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 of Burnsville
Chief Tanya Schwartz
100 Civic Center Parkway
Burnsville, MN 55337

With copy to:
Campbell Knutson, P.A.
860 Corporate Center Curve, Suite 290
Eagan, Minnesota 55121

If to ISD 191: Independent School District 191

200 West Burnsville Parkway
Burnsville, Minnesota 55337

X. Term

The term of this agreement shall be for four years commencing on July 1, 2021 and terminating on June 30, 2025. Either party may terminate this agreement with written notice provided by April 1 of the prior year for which termination is intended. Either party may terminate the agreement for cause and must provide at least 30 days written notice including reasons for termination of agreement.

XI. Cost

During the first year of this agreement (2021-22 school year) ISD 191 agrees to pay the City of Burnsville \$95,430 towards the 2 SRO positions. The District agrees to pay a cost of living adjustment of 3% each year for the next three school years as indicated below:

- 2022-2023 - - \$98,293
- 2023-2024 - - \$101,242
- 2024-2025 - - \$104,279

Payments to the City for services provided shall be made on an annual basis upon invoice submitted each year by the City. Payment shall be made within thirty (30) days of receipt of the invoice.

XII. Indemnification

The City shall indemnify and hold the School District, its employees, Board members, agents and representatives harmless from any and all liability and claims for damages or injury, including attorney fees, caused by or resulting from the sole negligent or intentional acts, errors or omissions of the City, the SROs, or other City employees or agents, arising out of the services pursuant to this Agreement. The School District shall indemnify and hold the City, its employees, elected officials, or agents harmless from any and all liability and claims for damages or injury, including attorney fees, caused by or resulting from the sole negligent or intentional acts, errors or omissions of the School District, its employees or agents, arising out of the services pursuant to this Agreement. This provision does not modify the provisions of the Municipal Tort Claims Act, Chapter 466.

XIII. 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.

XIV. Problem Resolution

The Parties will endeavor to resolve any unforeseen difficulties or questions by negotiation between the Superintendent of ISD 191 and the City Administrator of the City of Burnsville or their designees. However, this provision does not limit the Parties' right to terminate this Agreement pursuant to Article X.

SIGNATURE OF PARTIES & SIGNATURE DATE

Dated: _____

CITY OF BURNSVILLE

By: _____
Mayor

By: _____
City Manager

Dated: _____

INDEPENDENT SCHOOL DISTRICT 191

By: _____
School Board Clerk

By: _____
Superintendent