

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 (“School District”) and the CITY OF DULUTH (“City”).

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 126C.44 a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

ARTICLE I

SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES

1.1 For the purpose of this Agreement, the term “school resource officer” (SRO) shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.2 The SRO will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children’s and the community’s needs and problems. The SRO will emphasize the importance of building relationships with students, staff, and parents in order to create a safe learning environment for all.

1.3 The duties of the school resource officer include the following:

- a. The duties described in the job description attached as Exhibit A;
- b. Fostering a positive school climate through relationship building and open communication;
- c. Protecting students, staff, and visitors to the school grounds or at school-sponsored events or activities;
- d. Deterring all forms of criminal activity on school property and at school-sponsored events and activities;
- e. Serving as a liaison from law enforcement to school officials;
- f. Providing advice on safety drills;

- g. Identifying and advising on security vulnerabilities in school facilities and safety protocols;
- h. Educating and advising students and staff on law enforcement topics; and
- i. Enforcing criminal laws;

ARTICLE II

FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM

2.1 The parties agree that, notwithstanding the date of execution, this Agreement shall commence on the Friday before certified staff return to school at the beginning of the 2025-2026 school year and will continue through the end of the 2027-2028 school year, terminating on June 30, 2028. The parties further agree that during the life of this Agreement the number of school resource officers employed pursuant to this contract may be adjusted upward or downward by mutual written consent of the parties.

2.2 During the term of this Agreement, SROs shall be made available to the following School District schools on student contact days based on the approved school calendar, plus four (4) days as designated by the building Principal before or during the school year: Denfeld High School, East High School, Lincoln Park Middle School and Ordean East Middle School. In the event of an individual absence of an SRO at a specific school site, backup SRO officers from other buildings will be utilized as mutually agreed upon by Duluth Police Department and Secondary School Principals. In the event of a snow day declared by the School District, the SRO does not have to report to the designated building.

2.3 The School District agrees to pay the City for a total of four (4) SROs and a Community Policing Sergeant in the amounts set forth below during the term of this Agreement in accordance with the following schedule:

- a. 2025-2028 School Resource Officer, 3-year contract:
 - i. Year 2025-2026: 7% increase from previous year, rate per officer is \$84,834.00 and \$339,336.00 total reimbursement for all four sites;
 - ii. Year 2026-2027: 4.5% increase from previous year, rate per officer is \$88,651.00 and \$354,606.00 total reimbursement for all four sites;
 - iii. Year 2027-2028: 5% increase over previous year, rate per officer is \$93,084.00 and \$372,336.00 total reimbursement for all four sites.
- b. 2025-2028 Community Policing Sergeant, 3-year contract: Community Policing Sergeant is responsible for daily oversight of the SRO program, regular meetings with school administration and community stakeholders, and participation in an annual program evaluation.

- i. Year 2025-2026: 3% of salary, but not more than \$3,443.00 total reimbursement;
- ii. Year 2026-2027: 3% of salary, but not more than \$3,598.00 total reimbursement;
- iii. Year 2027-2028: 3% of salary, but not more than \$3,777.00 total reimbursement.

2.4 Fifty (50) percent of the total amount to be paid during any school year is due and owing on September 1st of each year; and

2.5 Fifty (50) percent of the total amount to be paid during any school year is due and owing on February 15th of each year.

2.6 The City agrees to provide an invoice for payments specified in this Article. All payments received under this Article shall be deposited in City Fund Number 110-160-1610-4261.

ARTICLE III RESPONSIBILITY OF SCHOOL DISTRICT

3.1 School District shall be responsible for the following:

- a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff, and student body;
- b. Provide a private office, desk, and telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis;
- c. Require its principals to coordinate the efforts of the school resource officer within the schools;
- d. Ensure that SROs are informed of School District resources available for de-escalation of conflicts, such as specialized crisis teams and mediation opportunities, through administrative leadership and by serving as members of site crisis teams;
- e. Provide time and opportunities for SRO interaction at the elementary level;
- f. Provide advance notice of after-school events the SRO is requested to attend in order to flex the SRO schedule;
- g. Provide opportunities for educational-specific training that would benefit the SRO in a school setting; and
- h. Participate in an advisory capacity in the interview and selection of new SROs. .

ARTICLE IV RESPONSIBILITY OF CITY

4.1 The City shall be responsible for the following:

- a. Provide school resource officers to the School District at the middle and secondary schools identified in Article II above;
- b. Assign each of the school resource officers using a team approach which allows for better coverage during each school year. Assignments and hiring shall be at the discretion of the Chief of Police or the Chief's designee, in collaboration with the building Principal and/or the Principal's designee;
- c. Provide Police Department equipment needed by the school resource officer to perform necessary functions;
- d. Provide training and education within the scope of the Police Department of the City;
- e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department or in the event a school resource officer's absence extends beyond five (5) consecutive days;
- f. Collaborate with the building Principal and/or the Principal's designee on the annual performance review of assigned SROs;
- g. Undertake reasonable efforts to assign SROs who are acceptable to the School District;
- h. Newly assigned SROs will attend SRO-specific training such as NASRO Basic SRO Course;
- i. Conduct, or have conducted, a criminal background check on all SROs who provide any service pursuant to this Agreement; and
- j. If an SRO separates from employment, City will fill the vacant position with a qualified candidate as soon as possible..

ARTICLE V
JOINT RESPONSIBILITIES

5.1 The City and the School District shall both be responsible for the following:

- a. Notify the public of the presence of School Resource Officers in the four schools through the School District website and through the respective communications officers each fall, utilizing channels such as social media and parent notification tools, or as otherwise designated by the District.
- b. Conduct yearly performance evaluations of the SROs with input from school administrators

- c. Annual evaluation of the SRO program.
- d. SROs will have a flexible schedule during the school day to attend after-school events;
- e. Establish process between school administrator and the police department to address concerns and complains;
- f. Each SRO will follow the uniform policy as approved by Duluth Police Administration and Duluth Police Union LELS 538, unless otherwise approved by their direct supervisor.
- g. Each SRO will participate in monthly or quarterly meetings at their site to review data about criminal acts to the extent the data are accessible to the schools in accordance with applicable law, including but not limited to delinquency provisions of the Juvenile Court Act and the Minnesota Government Data Practices Act.

ARTICLE VI DATA PRACTICES

6.1 All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act (“MGDPA”). The parties recognize that educational data maintained by the District are protected under the MGDPA and under and the Family Educational Rights Privacy Act (“FERPA”), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless a statutory exception applies, the School District may not disclose private educational data to an SRO without the written consent of the student’s parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the School District’s responsibilities under FERPA.

ARTICLE VII INDEMNITY

7.1 Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives . To the extent permitted by law, each party (the “Indemnifying Party”) agrees to defend, indemnify and hold harmless the other party against any and all claims, liability, loss, damage or expenses arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the Indemnifying Party or those of the Indemnifying Party’s employees or agents. Each party’s liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing in this Agreement may be deemed to constitute a

waiver of those limits. The limits of liability for all parties may not be added together to determine the maximum amount of liability for either party.

ARTICLE VIII GENERAL PROVISIONS

8.1 Relationship of the Parties. Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the MDGPA, each party is considered to be an independent contractor relative to the other party.

8.2 SRO Employment Status. At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.

8.3 Prohibited Actions. In the absence of exigent circumstances, a peace officer who is employed by the City may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of a minor investigation; (b) the crime has occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal and from the student's parent or guardian or the student, if the student is eighteen (18) years of age or older. In addition, a peace officer may not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity.

8.4 Third Parties. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

8.5 Amendment. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by a written instrument signed by the parties.

8.6 Choice of Law and Venue. This Agreement is governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located in St. Louis County.

8.7 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

8.8 Waiver and Enforcement. The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is be responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.

8.9 Equal Drafting. In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the parties.

8.10 Notices. Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

To City Attorney:
City of Duluth
Room 402 City Hall
411 West First Street
Duluth, MN 55802

With copy to:
City of Duluth
Duluth Police Department
[Address]
Duluth, MN [ZIP]

To School District:
ISD 709
Director of Business Services
709 Portia Johnson Drive
Duluth, MN 55811

8.11 Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

8.12 Entire Agreement. This Agreement, along with any attached exhibits, constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____
Mayor (City Administrator as per
delegated authority)

By _____
Chairperson

ATTEST: _____
City Clerk

ATTEST: _____
Clerk

DATE: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney