

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (the “Agreement”) dated _____, 2026 is by and between the City of Granite Falls (“City”) and Independent School District No. 2190 (“School District”).

RECITALS

WHEREAS, the School District and the City are both corporate bodies politic under the Laws of the State of Minnesota; and

WHEREAS, both the City and District desire to enter this agreement for the provision of law enforcement services by the Granite Falls Police Department to the District; and

WHEREAS, this Agreement is authorized and provided for by Minn. Stat. § 471.59.

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

1. Purpose

The City and School District will collaborate on law enforcement services provided by a School Resource Officer. Both the City and School District have determined that the law enforcement provided by the SRO is beneficial to school and community safety and promotes collaboration between the City, District, parents and students. This Agreement is intended, in part, to set forth the terms and conditions, to create, fund, and implement the position of a police School Resource Officer (“SRO”).

The SRO reports to Granite Falls Police Department Administration in collaboration with school administrators.

2. Job Duties

The SRO will work towards carrying out the mission of the Granite Falls Police Department within the school community as per the City’s job description for the position. The SRO will act in their capacity and authority as a Police Officer for the City of Granite Falls Police Department to provide a safe learning environment, to prevent crime, and to investigate and solve crimes.

3. Funding – SRO Program

The City is responsible for hiring the SRO and paying his or her salary, benefits and training costs and the District will reimburse 69% of these costs to the City during the first 12 months of this agreement. Subsequent years will be adjusted by contact days at a service rate per week basis. This is to mean that the number of weeks that school is session will be divided by 52

weeks. The resulting percentage is to be rounded to the nearest whole percentage and will be used to calculate reimbursable costs to the City from September 1 to August 31 annually.

4. Services

- a. The City shall provide the services of one primary police officer to assist the School District. The School District agrees to provide adequate office space, telephone access, computer and printer for use by the SRO(s). The SRO will be on duty during regular school hours in the school district all student contact days and also comply with the City of Granite Falls job description. While on duty with the school district, the SRO is primarily engaged in school district services; however, the Police Chief has the authority to redeploy the SRO should a specific emergency or public safety necessity require such deployment.
- b. Selection of SRO. The City will assign someone who already is currently employed by the City to the SRO position and the District will provide input on the assignment, with the Chief having final authority to select the SRO. The City of Granite Falls has the authority of determining the rotation of the SRO assignment.
- c. Dress Code: The SRO shall wear Police Department issued uniform including sidearm.

5. Performance Issues:

The School District shall promptly report to the Chief of Police any issues or concerns it has regarding the assigned officer's work performance. The School District may also provide annual input to the Chief of Police regarding the officer's work performance.

6. School Discipline Rules:

The School Resource Officer shall not enforce any school disciplinary rules or policies.

7. Coordinating Representatives:

Representatives of the City, the Police Department and School District will meet as necessary to discuss, coordinate and recommend revisions, if necessary, to the School Resource Officer services/agreement.

8. Payment

The City shall provide billing statements to the School district for services provided herein on a monthly basis billed at a rate 1/12. Each December's bill will reflect any variations that may have occurred during the calendar year. Starting in January, the 1/12 payment will be updated to reflect the new pay scale for that calendar year. Such statements will be due and payable by the School District to the City no more than thirty (30) days after receipt of the same. The billing to

the School district shall be done so in arrears of service provided (January billing shall cover the immediately preceding period of December 1 through December 31).

9. Term

This Agreement shall commence on the day of 2026, and shall end on the 30th day of August 2029.

10. Independent Contractor

The City, through its Chief of Police, will remain free to exercise judgment in this Agreement. The City acknowledges that no withholding for state or federal benefits or taxes will be made from the payments due the City by the School District. The City also acknowledges that it has the sole obligation to comply with state, local and federal tax provisions with regard to these services and the employees hired by the City to perform services described herein, including workers compensation laws.

11. Scheduling

The SRO will be on duty during regular school hours in the school district all days while school is in session and also comply with the City of Granite Falls job description. During non-student contact days during the school year and during the summer months the SRO's schedule will be determined by the Chief of Police.

Overtime

As requested by the school district with the approval of the Chief of Police and/or his/her Designee, the SRO is authorized to work special events (prom, homecoming, school dances, special athletic events, etc.) outside of the regular schedule to promote public safety and enhance safety for students, staff, and visitors. The requesting and benefited entity will pay full costs associated with the overtime worked by the SRO.

12. Termination of this Agreement

Either party may terminate this Agreement with or without cause by providing written notice to the other party at least 30 days prior to the effective termination date.

13. Temporary Emergency Reassignment

If, in the discretion of the Chief of Police, it becomes necessary to remove the SRO from the district, whenever possible, the Chief of Police will immediately inform the School District officials in advance of such action.

14. Security/Linking

The SRO(s) office will be locked and secured by a key issued only to the SRO(s). The SRO(s) will be provided a suitable computer, monitor, and printer and any other items or services

necessary, at the expense of the School District, so that the SRO will have full access to the City email and network system and the School District's email and network system at all times the SRO(s) is working pursuant to this Agreement. Any additional equipment costs to be borne by the City.

15. Indemnity and Hold Harmless

The District and the City agree that they will be responsible for their own acts and omissions and those of their officials, employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of the other party and the results thereof.

It is understood and agreed that each party's liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either party, their respective officials and employees, may have under said Chapter 466, or any common-law immunity or limitation of liability, all of which are hereby reserved by the District and the City.

It is understood and agreed that this is the entire agreement between the parties and this Agreement supersedes all oral agreements and negotiations between the parties relating to this subject matter.

16. Amendments

This Agreement contains the full understanding and agreement between the parties and may not be amended except in writing agreed to and executed by both parties. If any provision of this Agreement is found invalid by a court or agency, it shall not invalidate any remaining provisions.

17. Data Practices

Sharing of data will be done only pursuant to the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act. Any data shared between the two parties to this Agreement will be maintained in accordance with state and federal law. Because the City and the officer (s) are not employees of the School District, any violation of state or federal law in this regard is the sole responsibility of the City and the officer and each agrees to hold the School District harmless if a claim or action arises because of the City's action or omissions. City shall provide reasonable data privacy training to all SRO's.

18. Discrimination

The City and School District agree not to discriminate in providing services under this Agreement on the basis of race, sex, creed, nation origin, age or religion. The parties agree not to discriminate as required by state and federal laws.

19. Attorney's Fees

In the event of litigation between the parties in connection with this Agreement, the prevailing party (i.e. the party whose position is substantially upheld by the court) shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement or the closing.

20. Governing Law

This Agreement shall be construed as to both validity and performance enforcement in accordance with and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above.

City of Granite Falls

Mayor, Steve Nordaune

Date

City Manager Crystal Johnson

Date

Independent School District #2190

Superintendent Rich Schneider

Date