

**FIRST AMENDMENT TO AGREEMENT FOR SCHOOL
RESOURCE OFFICER SERVICES BETWEEN CITY OF EDINA
AND INDEPENDENT SCHOOL DISTRICT NO. 273**

This First Amendment to Agreement is made and entered into this ___ day of _____, 2025 by the City of Edina, a Minnesota municipal corporation, located at 4801 West 50th Street, Edina, Minnesota 55424 (“City”) and Independent School District No. 273, a political subdivision of the state of Minnesota, located at 5701 Normandale Road, Edina, Minnesota 55424 (“District”).

WHEREAS, the parties entered into an Agreement for School Resource Officer Services, effective August 16, 2023 (“Agreement”) that provides for school resource officer services at the District’s school facilities, as part of what is commonly called a School Resource Officer (“SRO”) program;

WHEREAS, the Minnesota Legislature enacted a new law in March 2024, Minnesota Statutes Section 626.8482, which requires law enforcement agencies with SRO programs to adopt a policy for such SRO program that is identical or substantially similar to the model policy adopted by the Minnesota Peace Officer Standards and Training (“POST”) Board;

WHEREAS, on November 7, 2024, the POST Board adopted a model policy that requires that SRO program contracts with school districts must address certain issues related to SRO duties; and

WHEREAS, the City police department adopted an SRO policy that is substantially similar to the POST Board’s model policy and which requires modifications and amendments to the existing agreement to be compliant with this policy.

THEREFORE, in consideration of the mutual covenants expressed herein, the City and District agree to modify and amend the Agreement as follows:

1. Adding a new Section I, Paragraph I to state:

Uniforms. Edina School Resource Officers shall wear a modified uniform consisting of Edina Police Department approved pants, an Edina Police Department shirt with the department’s badge and the officer’s name visible, and necessary equipment to perform the duties assigned to the School Resource Officer. This modified uniform shall allow them to be easily recognized as a police officer while also creating a positive school climate that promotes open communication and facilitates a positive relationship with the students. Any changes to the uniform by the City shall be communicated to School Resource Officers upon mutual agreement with the District.

2. Amending Section I, Paragraph A to state:

Qualifications of Personnel. The City agrees to provide two state licensed police officers to perform full-time services to the District for the purpose of assisting in the establishment and coordination of a cooperative community approach among the District's schools, students, parents, police, and other community resources to address the needs of the District, students, and community members. The Edina Police Department and the District shall establish a selection process for any officer that may serve as a School Resource Officer, including but not limited to a panel interview consisting of representatives from the school(s) at which the School Resource Officer will work and police department representatives. Additionally, according to Section II, Paragraph D, the District has the authority to reject an assigned School Resource Officer for any nondiscriminatory reason and request the assignment of another School Resource Officer.

3. Adding a new Section II, Paragraph H to state:

Documentation of De-escalation Resources. On an annual basis, the District shall provide each School Resource Officer with a written list of District resources available to school staff to assist with de-escalation of conflict in the schools.

4. Adding a new Section II, Paragraph I to state:

Public Notification Process. The District will annually notify students, parents, and guardians that an SRO may be present in its schools. Such notification shall be included in the Student Rights and Responsibilities Handbook.

5. Amending Section II, Paragraph G to state:

Access to Education Records. Educational data maintained by the District are protected under the Minnesota Government Data Practices Act ("MGDPA") and the Family Educational Rights Privacy Act ("FERPA"), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that, unless the District is reporting a suspected crime or another statutory exception applies, the District may not disclose private educational data to the School Resource Officer(s) 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.

If the District is reporting a crime, a statutory exception applies, or the District has received written consent from the parent or guardian or a lawfully issued subpoena or court order that authorizes the release of educational data to the School Resource Officer(s) or the Edina Police Department, the District will provide the School Resource Officer(s) or the Edina Police Department with the

appropriate or responsive educational records, which may include, but are not limited to:

1. Directory information as defined in Minn. Stat. § 13.32, Subd. 5, which does not include a student's home address, telephone number, email address, or other personal contact information, but may include data concerning parents;
2. Health records as defined in Minn. Stat. § 13.32, Subd. 2(a), including but not limited to, data concerning immunizations, notations of special physical or mental problems, and records of school nurses, only in the circumstances allowed under Minnesota Statutes, Section 13.32, subd. 3;
3. Pupil census data as defined in Minn. Stat. § 13.32 Subd. 2(b), including emergency information and family information, only in the circumstances allowed under Minnesota Statutes, Section 13.32, subd. 3;
4. Data concerning parents of students as defined in Minn. Stat. § 13.32, subd. 2(c) if not treated as directory information, only in the circumstances allowed under Minnesota Statutes, Section 13.32, subd. 3;
5. Data about the behavior of a student who poses a risk of harm if reasonably necessary to protect the health or safety of the student or other individuals and other related data, including disciplinary data, authorized by Minnesota Statutes, Section 13.32, subd. 3(i), (l) and subd. 8-9 for juvenile justice system purposes;
6. Electronic monitoring data on school-issued devices obtained through the methods described in Minn. Stat. 13.32, subd. 14(a), only in the circumstances allowed under Minnesota Statutes, Section 13.32, subd. 14(b);
7. Child maltreatment data, pursuant to the mandatory reporting procedures under Minnesota Statutes, Chapter 260E;
8. Data on bullet wounds, gunshot wounds, powder burns, or any other injury arising from, or caused by the discharge of any gun, pistol, or any other firearm, as required under Minnesota Statutes, Section 626.52;
9. Records on a student's unlawful possession or carrying of a firearm on District property as required under Minn. Stat. § 121A.05; and
10. Records on a missing student which have been flagged by the District, as authorized by Minnesota Statutes, Section 123B.08 and in health, including mental health, and safety emergencies.

Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the District's responsibilities under FERPA.

6. Effect of Agreement. The Agreement shall remain in full force and effect except as specifically amended herein.

7. Other Law Enforcement Unaffected. Nothing in this Amendment shall be construed to limit the Edina Police Department's law enforcement jurisdiction, which may include the department patrol officers maintaining a presence at or near District school grounds and responding to calls on or near the premises.

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge that they have read and understand this Agreement, are authorized to enter into this Agreement, and have executed this Agreement on the dates recorded below.

City of Edina

By: _____
James Hovland, Mayor

Date: _____, 2025.

By: _____
Scott Neal, City Manager

Date: _____, 2025.

Independent School District No. 273

By: _____
School Board Clerk

Date: _____, 2025.