

## **SCHOOL RESOURCE OFFICER AGREEMENT**

This Agreement is made July 1, 2025, by and between FOLEY INDEPENDENT SCHOOL DISTRICT #51 ("DISTRICT") and the CITY OF FOLEY ("CITY") as follows:

**WHEREAS**, the DISTRICT agrees to purchase services from the CITY and the CITY agrees to provide and manage a School Resource Officer Program to and for the DISTRICT, consisting of not less than one full-time School Resource Officer (SRO), a vehicle, necessary supplies and equipment and DISTRICT agrees to reimburse the CITY for 50% of the officer's wages and benefits in providing said SRO Program; and

**WHEREAS**, the DISTRICT and the CITY desire to set forth in this Agreement the general terms and conditions of the services to be performed by the SRO in DISTRICT's facilities.

**NOW, THEREFORE**, the parties agree as follows:

### **1. Goals and Objectives**

It is understood and agreed that DISTRICT and CITY officials share the following goals and objectives with regard to the SRO Program in the schools:

#### **A. Education**

- (1) Provide classroom support in the area of safety, distracted driving, chemical use, and law enforcement in the community.
- (2) Presentations to classrooms, faculty, administration, or other groups regarding criminal justice issues.
- (3) The SRO may collaborate with DARE program.

#### **B. Information**

- (1) Inform school personnel about community law enforcement trends.
- (2) Keep school officials informed about relevant changes in laws.
- (3) Provide school administrators with information on ongoing investigations that concern school issues or might affect decisions that administrators make.
- (4) Attend staff meetings as a support for school personnel when requested.

- (5) Collect relevant interaction data.

C. Prevention

- (1) Be present during non-structured student time: passing times, lunches, parking lots, assemblies, and student arrival and dismissal.
- (2) Support all buildings including Foley Elementary, Foley Intermediate, Foley High School, Alternative Learning Center, and Foley District Office. The SRO will also provide some services during summer school including patrol of grounds, assistance with students and attending meetings as needed.
- (3) The expectation is that the SRO will project a positive image of the law enforcement profession and build relationships with students and staff.

D. Intervention

- (1) Intervene violent behaviors by students.
- (2) Protect students and school staff from acts of violence.
- (3) Intervene with chemical use issues.
- (4) Provide support for weapons violations.
- (5) Provide support for intruder procedures.
- (6) Provide assistance with lunches, materials and packets in a distance learning situation.
- (7) Provide assistance with SAT (Student Assessment Team).
- (8) Assist with welfare checks with those students not attending online.
- (9) Respond to anonymous tips located within the City Limits and contact and collaborate with agencies to respond outside city limits.

## **2. Employment and Assignment of the School Resource Officer**

- A. The CITY agrees to employ a School Resource Officer (SRO) during the term of this Agreement subject to the following provisions:
- (1) Compensation from the DISTRICT to the CITY in accordance with the terms of this Agreement to cover 50% of the costs of the SRO as provided in Exhibit A, which shall be annually updated by the CITY. Compensation shall be prorated for the initial term and any future partial term. Compensation shall be paid by the DISTRICT to the CITY in four (4) quarterly installments. The CITY will bill the DISTRICT at the completion of each quarter.
  - (2) The CITY has a police officer available for deployment to DISTRICT. In the event of a reduction or restructuring of the police department's workforce which results in the reassignment of the SRO or the loss of this program, this Agreement shall be considered null and void after thirty (30) days written notice to the DISTRICT. Any prepaid compensation extending beyond the expiration of the 30-day notice will be refunded to DISTRICT by the CITY.
  - (3) The SRO shall be an employee of the CITY's Police Department and shall be under the administration, supervision, and control of the CITY, subject to the terms and conditions of this Agreement. The SRO shall be subject to all other personnel policies and practices of the Foley Police Department except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- B. The CITY, in its sole discretion, shall have the power and authority to appoint, remove and discipline SROs. The SRO shall be assigned by the CITY to the DISTRICT. Specifically assigned tasks will determine where the SRO will report to on any given day, however, the SRO will be prepared to serve in any of the schools in the district as demands arise.
- C. In the event that the SRO is absent from work, the SRO shall notify both the supervisor in the Foley Police Department and the Superintendent or the Superintendent's designee. A substitute officer shall not be provided during the short term absence of the SRO.

- D. During the summer months and other periods when school is not in session, the SRO will be required to perform work outside of the DISTRICT as assigned by the CITY. The SRO will provide some support during summer school hours. The SRO will be allowed such reasonable time in the beginning of June to complete unfinished tasks and, at the end of August to prepare for the following school year.

### **3. Duty Hours**

- A. An SRO shall be assigned to the school on a full-time basis. Specific SRO duty hours shall be set by mutual agreement between the DISTRICT and the CITY.
- B. It is understood and agreed that the time spent by the SRO attending court for juvenile and criminal cases arising from or out of the SRO's assignment as an SRO is encompassed by this Agreement.
- C. The SRO will only be called away from duties for the school district under emergency conditions, training, and short term policing needs of the City of Foley.

### **4. Duties of School Resource Officers**

- A. The SRO shall assist the school administration in developing plans and strategies to prevent and minimize dangerous situations that may occur on campus, and also address other issues determined important by the school administration.
- B. The SRO shall present programs on various topics to students. Subjects shall include a basic understanding of law, role of law enforcement, drug awareness, distracted driving, sexual assault, anger management, and the mission of law enforcement.
- C. The SRO is encouraged to interact with students on an individual basis and in small groups.
- D. The SRO shall be available for conferences involving teachers, parents and faculty.
- E. The SRO shall be familiar with agencies and resources that offer assistance to youth and their families, and make referrals to agencies when necessary.
- F. The SRO shall take law enforcement action when necessary.

- G. The SRO shall communicate with school administration to make them aware of arrest or crime.
- H. The SRO shall notify the principal or their designee before removing a student from school.
- I. The SRO can take law enforcement action against intruders and unwanted guests who appear on school property.
- J. The SRO shall conduct investigations of crimes which occur at school and use other resources, if needed, for follow-up investigations.
- K. The SRO shall not be used as a school disciplinarian. If school administration believes an incident is a violation of the law, they may contact the SRO to see if law enforcement action is needed.
- L. The SRO shall follow the Foley Police Department's Standard Operating Procedures when confiscating drugs from students on school property.
- M. The SRO shall follow the guidelines of the Minnesota Statutes, case law, School Board Policy and the Foley Police Department's Standard Operating Procedures in regards to investigations, interviews and searches relating to juveniles.

**5. Dress Code**

- A. The SRO shall wear either a Foley Police Department issued uniform or other attire as mutually approved by the school administration and Police Chief.

**6. Supplies and Equipment**

- A. The CITY agrees to provide all necessary equipment and supplies for the SRO to function as a licensed peace officer including; a police vehicle and related equipment.
- B. The DISTRICT agrees to provide the SRO with the usual and customary office supplies and forms required in the performance of administrative duties. In addition, the SRO will be provided a private office within the school that is accessible by the students. The SRO shall also be provided a desk, telephone, computer and access to a printer and fax machine. The SRO shall also be provided with a lockable cabinet of space for securing evidence or other controlled materials.

**7. Firearms**

- A. The SRO shall at all times carry a duty firearm. No firearms shall be stored in the school. A duty rifle may be stored in the SRO's police vehicle

**8. Investigations, Interrogations, Search and Arrest Procedures**

- A. The SRO shall act in a professional manner at all times and will follow practices and procedures established by applicable local, state and federal laws concerning the interrogation, search and arrest of students or others suspected of committing criminal offenses or participating in other misconduct. Upon arrest of a student, the SRO shall notify school administration before removing any student from campus.

**9. Information Exchange**

- A. The SRO and DISTRICT shall cooperate in ensuring the privacy of students pursuant to MSA § 260B.171, Subd. 5(e) and all other applicable laws and regulations.
- B. School officials shall allow the SRO to inspect and copy any public records maintained by the school, including student directory information such as yearbooks.
- C. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety.

**10. Term of Agreement**

- A. The initial term of this Agreement shall end on July 1, 2025. The Agreement may be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, prior to June 1<sup>st</sup> of the initial or any succeeding term.

**11. Insurance and Indemnification**

- A. The CITY and DISTRICT shall each purchase and maintain in full force and effect during the term of this Agreement, a general comprehensive liability insurance

policy with coverage in any amount of not less than One Million Dollars (\$1,000,000) for any acts or omissions that occur or claims that are made during the term of the Agreement.

- B. Except for claims arising out of the willful or negligent act of the other party or its representatives, each party shall indemnify and defend the other party against all claims, expenses, and liabilities incurred, including reasonable attorney fees, related to claims for loss of life, personal injury, and damage to property arising out of any occurrence in, upon or at the School District properties in accordance with the execution of the School Resource Officers' duties under this contract.

## **12. Evaluation**

- A. It is mutually agreed that the DISTRICT shall regularly communicate with the CITY on the effectiveness of the SRO Program and the performance of the SRO. It is further understood that the DISTRICT evaluation of the SRO is advisory only and that the CITY retains the final authority to evaluate the performance of the SRO.

{Signatures on following pages}

IN WITNESS WHEREOF, the parties hereto have caused this School Resource Officer Agreement to be executed the day and year first written above.

MAYOR, CITY OF FOLEY

DISTRICT 51 SUPERINTENDENT

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY ADMINISTRATOR, CITY OF FOLEY

DISTRICT 51 BOARD CHAIRPERSON

By: \_\_\_\_\_

By: \_\_\_\_\_



**EXHIBIT A**

**(2025 Estimated SRO Cost)**

**2025 SRO Estimated Costs**

<b>Benefit</b>	<b>Rate</b>	<b>Annual Costs</b>
Step	3	2080 Hrs
Annual Salary	\$30.04	\$62,483.20
Vacation, Sick, Holiday	296	\$8,891.84
Medicare	1.45%	\$906.01
PERA	11.80%	\$7373.02
Health Ins	\$912.83	\$5,235.72
Dental Ins	\$68.77	\$412.56
Life Ins	\$9.50	\$114.00
LTD Ins	\$10.30	\$123.60
Training		\$1,000.00
SRO Training		\$1,000.00
Taser/Equipment		\$1,000.00
Cell Phone		\$600.00
Squad Computer/Verizon Service		\$2,000.00
Uniforms		\$850.00
Fuel		\$300.00
Squad Car		\$6,700.00
Misc		\$1,000.00
<b>Total Annual Benefit</b>		<b>\$99,989.95</b>