

School Board Work Session

Work Session will begin 15 minutes after adjournment of the Business Meeting.

1. Introductions
2. School Resource Officers
Ad Hoc Safety and Security Committee Members
John Groenke, Executive Director of Student Services
Bo Powell, Director of Security

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To: School Board Directors
Re: School Resource Officers
Date: Monday, July 8, 2024

School Resource Officer Contract Update for the 24-25 school year

- **Purpose:** To discuss the duties of School Resource Officers (SROs) based on new MN Law and New [MSBA SRO Policy 507.5](#)
- **Goal:** Ensure clarity and understanding of the SROs' functions for the 24-25 school year.

7 Duties and additional language that must be included in the SRO contract for 24-25 SY

The SRO(s) will provide the followings services at the School:

Duties: (a) A school resource officer's contractual duties with a school district or charter school shall include:

- (1) fostering a positive school climate through relationship building and open communication;
- (2) protecting students, staff, and visitors to the school grounds from criminal activity;
- (3) serving as a liaison from law enforcement to school officials;
- (4) providing advice on safety drills;
- (5) identifying vulnerabilities in school facilities and safety protocols;
- (6) educating and advising students and staff on law enforcement topics; and
- (7) enforcement of criminal laws.

(b) A school district or charter school may contract with a school resource officer's employer for the officer to perform additional duties to those described in paragraph (a).

(c) A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.

(d) Nothing in this subdivision limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.



Consider keeping in the following duties:(included in 23-24 contract)

A.—**E.** To the extent possible and consistent with other responsibilities, the SRO will wear appropriate civilian attire while working at the School.

B.—**F.** Speak to and provide curriculum support for classrooms on age appropriate subjects to present to School students as requested by School administration.

C.—**G.** It is required of Independent School District 281 to have any School Resource Officer participate in school diversion efforts, which are in alignment with our District Discipline Policy.

Conclusion

- **Summary:**

- The new [School Resource Officer MSBA policy 507.5](#) will be reviewed by the Policy Committee and brought forward for board approval.
- The new contract clearly defines the essential duties and expectations for SROs based on the changes in MN Law.

- **SRO Contract Timeline:**

- July 8, 2024: Work session
- July 22, 2024: Non Action
- August 5, 2024: Action

Adopted: _____

MSBA/MASA Model Policy 507.5
Orig. 2024

Revised: _____

507.5 SCHOOL RESOURCE OFFICERS

[Note: The provisions of this policy substantially reflect statutory requirements. School districts utilizing school resource officers may choose to adopt this policy.]

I. PURPOSE

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

II. GENERAL STATEMENT OF POLICY

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

III. DEFINITIONS

- A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

IV. CONTRACTUAL DUTIES

- A. A school resource officer's contractual duties with the school district shall include:
 - 1. fostering a positive school climate through relationship building and open communication;
 - 2. protecting students, staff, and visitors to the school grounds from criminal activity;
 - 3. serving as a liaison from law enforcement to school officials;
 - 4. providing advice on safety drills;
 - 5. identifying vulnerabilities in school facilities and safety protocols;
 - 6. educating and advising students and staff on law enforcement topics; and,
 - 7. enforcement of criminal laws.
- B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in paragraph

IV.A.

- C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
- D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

V. TRAINING

- A. Except as provided for in paragraphs V.B., V.C., and V.D. below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.
- D. An officer who is serving as a substitute school resource officer for fewer than 60 student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.
- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

Legal References: Minn. Stat. § 120A.05, subs. 9, 11, and 13 (Definitions)
Minn. Stat. § 120B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)

SCHOOL RESOURCE OFFICER AGREEMENT BY AND BETWEEN THE INDEPENDENT SCHOOL DISTRICT 281 AND THE CITY OF NEW HOPE

THIS SCHOOL RESOURCE OFFICER AGREEMENT (“**Agreement**”) is made by and between the INDEPENDENT SCHOOL DISTRICT 281, a Minnesota school district, (“**School District**”) and the CITY OF NEW HOPE a Minnesota municipal corporation (“**City**”). The District and City may be identified individually as a “Party” or collectively as the “Parties.”

Recitals

- A. Independent School District 281 and the City desire the creation of a high-quality learning environment for students, staff and families. As such, we are entering into this agreement to engage the services of a school resource officer (“**SRO**”) from the City’s police department. While this Agreement refers to a single SRO, more than one SRO may be provided and the terms of this Agreement shall apply to each such SRO.
- B. The Safe Schools Levy provides monetary funds to school districts to hire school resource officers to help address safety related issues within schools.
- C. To that end, the School District desires to obtain the services of, and the City agrees to provide, SRO(s) in accordance with the terms and conditions of this Agreement.

Agreement

In consideration of the terms and conditions contained herein, the Parties hereby agree as follows:

- 1. SRO SERVICES.** The City agrees to provide the School District a SRO to provide services at the school identified herein, and the School District agrees to provide funding for the SRO, in accordance with the terms and conditions of this Agreement.
- 2. TERM.** The Term of this Agreement shall be for a twelve (12) month period from July 1, 2023 to June 30, 2024 .
- 3. TERMINATION.** Either Party may terminate this Agreement upon a sixty (60) days written notice to the other of such termination. In the event of a termination, any payments due to the City shall be prorated based on the period of SRO services provided.
- 4. LEVY.** The School District will levy the maximum amount permitted by law to the property tax payers in the School District to help fund the SRO position.
- 5. PROGRAM FUNDING.** The School District will meet with the Chief Law Enforcement Officer, or designee, of the City to discuss the allocation of available funds to support the SRO services. The City will invoice the School District for the first half of the payment on January 1 and for the second half of the payment on June 30. The funding the School District shall provide to the City for the **2024-2025** ~~2023-24~~ school year will be **\$TBD**

per full time equivalent (“FTE”) SRO provided by the City (“FTE Funding”). Pursuant to paragraph 7, the City will document all days the SRO is not on site and discount the first or second half payment at a rate of TBD per day. Notwithstanding the termination provision contained herein, the City may terminate this Agreement upon ten (10) days written notice of termination to the School District if the City determines the School District does not have sufficient funds to pay the FTE Funding.

6. SCHOOLS SERVED. Cooper High School, 8230 47th Avenue N., New Hope, MN 55428 (“School”) will receive SRO services under this Agreement.

7. NUMBER OF SROs. The City will assign two (2) FTE police officers to serve as the SRO at the School during the regular school year. The City will work collaboratively with the school district to determine which of its police officers to assign to serve as the SRO under this Agreement. The number of police officers serving in the SRO position at the School may be modified at any time upon the written agreement of the City and the School District. The provision of all such SRO(s) shall be subject to the terms and conditions of this Agreement. The School District agrees to pay the City the FTE Funding amount for each FTE SRO provided at the School. There will be no SRO(s) when the school district is in e- learning at any of the schools. - No payments will be made to the cities when SRO(s) are not on site.

8. RELATIONSHIP OF THE PARTIES. The SRO(s) assigned to the School District is an employee of the City and will not be considered an employee of the School District. The SRO) will be subject to the control, supervision, policies, procedures, and general orders of the City and its Police Department as well as the policies and procedures of Independent School District 281. At all times, the SRO(s) will be considered law enforcement for the purposes where the law requires school districts to make referrals to law enforcement. It is agreed that nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Neither party agrees to accept responsibility for the acts of the other Party or of the other Party’s officers, personnel, employees, agents, contractors, or servants. Any claims arising out of the employment or alleged employment, including without limitation claims of discrimination, by or against a Party’s officers, personnel, employees, agents, contractors, or servants will in no way be the responsibility of the other Party. Neither Party will have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each Party will be in its own name and not in the name of the other, unless otherwise provided herein.

9. COMPENSATION TO SRO. The City will be responsible for all payments regarding compensation, benefits, pension plans and withholdings for its officer(s) serving as the SRO(s) at the School. The Parties will, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. Neither of the Parties, nor its personnel, employees, agents, contractors, or servants, shall be entitled to any benefits of the other. The Parties will not provide any insurance coverage to the other or their employees including, but not limited to, workers’ compensation insurance. Each Party will pay all wages, salaries and other amounts due its employees and will be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers’

compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters.

10. DUTIES AND EVALUATION OF THE OFFICER. The law enforcement services provided to the School District by the SRO(s) will be at the sole discretion of the City. Officer standards of performance, conduct and discipline of the officer, performance reviews and other internal matters related to the SRO(s) services shall be under the authority of the City. Time spent by the SRO(s) in excess of eight (8) hours in a day in the performance of SRO duties at the School will be on a specific, case-by-case basis requiring the advance approval of the City and the School District. The City retains the authority to recall the SRO(s) if the person is needed to respond to an emergency occurring off of School grounds.

11. Duties: DESCRIPTION OF SERVICES. The SRO(s) will provide the following services at the School:

(a) A school resource officer's contractual duties with a school district or charter school shall include:

(1) fostering a positive school climate through relationship building and open communication;

(2) protecting students, staff, and visitors to the school grounds from criminal activity;

(3) serving as a liaison from law enforcement to school officials;

(4) providing advice on safety drills;

(5) identifying vulnerabilities in school facilities and safety protocols;

(6) educating and advising students and staff on law enforcement topics; and

(7) enforcement of criminal laws.

(b) A school district or charter school may contract with a school resource officer's employer for the officer to perform additional duties to those described in paragraph (a).

(c) A school resource officer must **not** use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.

(d) Nothing in this subdivision limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

~~A. Promote the safety and welfare of students.~~

~~B. — Serve as a resource for teachers, parents and students regarding individual problems or questions.~~

~~C. — Work with the administrators and staff of the School by building relationships with students in the prevention of delinquency.~~

~~D. — The SRO will encourage positive attitudes and supportive behaviors toward school district policies and procedures as well as the law, and demonstrate and model the responsible exercise of authority.~~

~~E. — Actively support school district policy and procedures.~~

~~F. — Maintain awareness of all criminal or delinquency investigations or criminal interrogations being done at the School and, when necessary, provide information to school administration and District leadership. All questioning of the students will be in adherence with District policies and administrative procedures such as AP519.~~

~~G. — Perform investigations of criminal incidents occurring at the School and make proper referrals to law enforcement as serious matters may require.~~

~~H. — Provide input to School administration on matters relating to School building security and occupant safety.~~

~~I. — Participate in community and School efforts to promote positive youth development.~~

~~J. — E. To the extent possible and consistent with other responsibilities, the SRO will wear appropriate civilian attire while working at the School.~~

~~K. — F. Speak to and provide curriculum support for classrooms on age appropriate subjects to present to School students as requested by School administration.~~

~~L. — Perform other duties and assume other responsibilities as may be agreed to between the City's Chief Law Enforcement Officer and District administration.~~

~~M. — G. It is required of Independent School District 281 to have any School Resource Officer participate in school diversion efforts, which are in alignment with our District Discipline Policy.~~

~~N. — For any school code violations identified or witnessed, the SRO(s) will defer the student to the principal's office as disciplining students for code of conduct violations is a School District Responsibility.~~

12. STUDENT DISCIPLINE. The SRO(s) will not recommend, determine or provide input on student discipline by the School. ~~Unless requested by School administration or other~~

~~personnel~~, the SRO is not responsible for responding to any situation that other school personnel can adequately handle. The Parties understand and agree incidents such as disorderly conduct, bullying, cyberbullying, disruption of school assembly or activities, profanity, dress code, and fighting that does not involve physical injury or a weapon, shall be considered School discipline issues to be handled by other School officials, unless the presence of the SRO(s) are necessary to protect the physical safety of students, school personnel, or public. Nothing in this Agreement prevents or limits the authority of the SRO(s) to exercise his or her duties as a law enforcement officer regardless of whether the exercise of those duties occurs on or off School grounds.

13. ACCESS TO EDUCATIONAL DATA. The Parties are subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the School District is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“**FERPA**”). The SRO position is **not** a designated “school official” with regard to the FERPA while under contract and providing SRO services to the School District. The City agrees to comply with the requirements of FERPA to the extent its police officer serving as the SRO obtains data from the School District subject to FERPA.

14. PUBLIC DATA. School District officials will allow the SRO(s) to inspect and copy any public records maintained by the School District to the extent allowed by law.

15. PRIVATE EDUCATIONAL DATA. If information in a student’s record is needed in an emergency to protect the health or safety of the student or other individuals, School District officials will disclose to the SRO(s) the information needed to respond to the emergency situation based upon the seriousness of the threat to someone’s health or safety, the need of the information in order to meet the emergency situation, and the extent to which time is of the essence. If student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

16. ADDITIONAL OFFICER DUTIES. The SRO(s) will respond to emergency calls, attend police training, and any other special duties as assigned by the City while fulfilling the SRO requirements under this Agreement.

17. TRAINING. The School District agrees to provide the following training at its own cost.

a. **Role of the SRO(s).** The School District will provide training to School personnel regarding the appropriate role of the SRO(s) and when personnel may request help from the SRO(s). The training will also emphasize that personnel are not to refer students to law enforcement because of conduct in the classroom unless the presence of the SRO(s) is necessary to protect the physical safety of students, school personnel, or public.

18. OFFICER SUPPLIES AND EQUIPMENT. The School shall not be required to provide the SRO(s) any clothing, uniforms, vehicles, or other equipment necessary to perform the required duties under this Agreement.

19. INDEMNIFICATION. Each Party shall be responsible for its own acts and omissions and the results thereof to the greatest extent authorized by law. Neither Party agrees to accept the liability of the other. Each Party agrees to defend, indemnify and hold the other harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, directly resulting from the indemnifying Party's own negligent actions or inactions, or the negligent actions or inactions of the indemnifying Party's employees and officers. The Party seeking to be indemnified and defended shall provide timely notice to the others when the claim is brought. The Party undertaking the defense shall retain all rights and defenses available to the indemnified Party and no immunities or limitations on liability are hereby waived that are otherwise available to either Party.

20. NONDISCRIMINATION. Both Parties agree they will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin or similarly protected statuses of the employee or applicant. Neither Party will, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

21. NOTICE. Any notice, demand, request or other communication that may or will be given or served by the Parties, will be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified postage prepaid and addressed as follows:

If to the City:	If to the School District:
Tim Hoyt Police Chief New Hope Police Department 4401 Xylon Avenue N. New Hope, MN 55428	Bo Powell Director of Security 4148 Winnetka Avenue North New Hope, MN 55427

22. APPLICABLE LAW. The Parties to this Agreement will comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in the performance of their respective obligations under this Agreement. Minnesota law will govern the terms and the performance under this Agreement.

23. ENTIRE AGREEMENT; AMENDMENTS. This Agreement, including the recitals which are incorporated herein, constitutes the entire agreement between the Parties and no other agreement prior to this Agreement or contemporaneous to this Agreement will be effective except as expressly set forth or incorporated in this Agreement. Any purported amendment to this Agreement will not be effective unless it is set forth in writing and executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers effective as of the date indicated above.

CITY OF NEW HOPE

INDEPENDENT SCHOOL DISTRICT 281

By _____
Mayor

By _____
Executive Director of Finance

By _____
City Manager

DRAFT

Subject: School Resource Officers—2024
Legislative Changes

Principal Issues: New legislation affecting school resource officers; use of force by SROs; authority and liability issues; policy and training requirements.

Date Issued: March 26, 2024

Prepared By: League of Minnesota Cities
Insurance Trust

Introduction:

On March 15, 2024, school resource officers (SROs) in Minnesota began operating under a new legal framework. This results from recently passed legislation that rewrites last year's rules on the use of force by SROs and also imposes new requirements for SRO contracts, policies, and training. You can review the new legislation [here](#).

The definition and duties of an SRO:

The 2024 amendments create a new section 626.8482 that regulates school resource officers.¹ It defines an SRO as “a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer’s regular responsibilities through the terms of a contract entered between the peace

officer’s employer and the designated school district or charter school.”² The new law also sets out some channel markers on SRO duties. It specifies seven areas of responsibility that must be included in contracts for SRO services. These include enforcing the criminal laws, protecting those on school grounds, and “fostering a positive school climate through relationship building and open communications. . . .”³ Agencies and districts may contract for SROs to perform additional duties,⁴ but the law draws a firm line against them serving as disciplinarians in schools. The law prohibits SROs from using force or the authority of their office solely to enforce school rules or policies, and also prohibits them from participating in the administration of discipline.⁵ This should help protect officers from situations where they may feel pressured to act but lack any authority as peace officers to do so.⁶

Use of force:

The 2024 legislation rewrites the rules that were put in place last year on the use of force by school resource officers. As background, Minnesota Statutes sections 121A.58 and 121A.582 are parts of the student discipline laws. They regulate the use of force by school personnel and prohibit employees and agents of a school district

¹ 2024 Minn. Laws Ch. 78, § 9.

² *Id.*

³ The following duties must be included in a contract for SRO services: “(1) fostering a positive school climate through relationship building and open communication; (2) protecting students, staff, and visitors to the school grounds from criminal activity; (3) serving as a liaison from law enforcement to school officials; (4) providing advice on safety drills; (5) identifying vulnerabilities in school facilities and safety protocols; (6) educating and advising students and staff on law enforcement topics;

and (7) enforcement of criminal laws.” *Id.* §§ 5, 6, and 9.

⁴ *Id.*, § 9 (to be codified at § 626.8482, subd. 2(b)).

⁵ *Id.* (to be codified at Minn. Stat. § 624.8482, subd. 2(c)).

⁶ *E.g., Thomas v. Barze*, 57 F. Supp. 3d 1040 (D. Minn. 2014) (denying summary judgment to officers assigned to monitor a school lunchroom where the evidence left the possibility open that they seized the plaintiff student for being disrespectful).

from administering corporal punishment. In 2023, the legislature amended section 121A.58 by adding new restrictions against the use of prone and compressive restraint, and by explicitly naming SROs as “agents” of a school district who were governed by these restrictions.⁷ The 2024 amendments undo these changes as to SROs; sections 121A.58 and 121A.582 now include language specifying that they do not cover school resource officers.⁸ This means that the student discipline laws (as well as the special education laws) now leave SROs with the authority to use force granted to them by section 609.06, subdivision 1(1).⁹ Section 609.06 continues to prohibit the use of “choke holds” and certain other forms of restraint except when deadly force is authorized.¹⁰ Learning objectives and a POST model policy for SROs, yet to be developed, will encourage de-escalation and minimizing the use of prone restraint.¹¹

Other authority and liability issues:

Section 626.8482, subdivision 2(d) is comprised of three clauses that explain what this new law does *not* do, to guard against it being applied in ways not intended by the Legislature.

The first clause provides that subdivision 2, with its list of duties that must be included in SRO contracts, does not limit “any other duty or responsibility imposed upon peace officers”¹² This language ensures that school resource officers are recognized as having the same authority as other peace officers who perform their duties outside of the school setting. The Minnesota Court of Appeals has interpreted this duties-imposed-by-law language as encompassing the authority to not only enforce the criminal laws, but also to address breaches of the peace and carry out other tasks that are “legitimately calculated to protect the health, safety, and general welfare of the public.”¹³ Along these same lines, section 609.06, subdivision 1(1)(iv), provides officers with the authority to use reasonable force when carrying out a duty imposed by law.

The second and third clauses are aimed at ensuring that nothing in subdivision 2 undermines the common law protections against liability that apply to peace officers generally. The second clause preserves official immunity by providing that the subdivision, by listing out the duties of a school resource officer, does not limit SROs in the exercise of their “professional

⁷ 2023 Minn. Laws Ch. 55, Art. 2, § 36.

⁸ 2024 Minn. Laws Ch. 78, §§ 1, 4.

⁹ The 2023 changes to the student discipline laws affecting the use of force by school resource officers have effectively been repealed. *Supra* note 8. Next, sections 125A.0941-.0942 of the special education laws restrict the use of restraint toward students with disabilities. In particular, section 125A.0942, subdivision 4(9)-(10), restricts the use of compressive and prone restraint. But subdivision 6 of section 125A.0942 provides, “Nothing in this section... precludes the use of reasonable force under section[] ... 609.06, subdivision 1....” This appears to unambiguously relieve officers of any restriction that section 125A.0942 might otherwise place on the use of reasonable force by officers in a school setting. Indeed, the Attorney General opined in 2023 that parallel language in the student discipline laws meant that section 609.06 was

controlling as to an officer’s authority to use force. Op. Atty. Gen. 169f (September 20, 2023) at 3 (“Similarly, because chapter 609.06 is referenced in section 121A.58, subdivision 3 . . . the restrictions on prone and compressive restraint do not apply under the circumstances enumerated in section 609.06, subdivision 1(1).”)

¹⁰ Minn. Stat. § 609.06, subd. 3.

¹¹ 2024 Minn. Laws Ch. 78, § 9 (to be codified at Minn. Stat. § 626.8482, subs. 4 and 5).

¹² *Id.*, § 9 (to be codified at Minn. Stat. § 626.8482, subd. 2(d)).

¹³ *State v. Ivy*, 873 N.W.2d 362, 368 (Minn. Ct. App. 2015) (quoting *In re Claim for Benefits by Sloan*, 729 N.W.2d 626, 629-30 (Minn 2007), *superseded by statute as recognized in City of Waite Park v. Weeres*, No. A22-0956, 2023 WL 3939565, 2023 Minn. App. Unpub. LEXIS 482, *9 (Minn. Ct. App. June 12, 2023).

judgment and discretion.”¹⁴ The third clause quells concerns that SROs might be held liable for negligently failing to protect people on school grounds. It does so by specifying that the duty owed to those on school grounds is no different than the duty that officers have to the public in general. While protecting the public is a core job responsibility, breaching this duty will generally not serve as the basis for a negligence action against an officer.¹⁵ However, an exception can arise under certain circumstances, such as when you represent to people that you will protect them, and they rely on your offer of help to their detriment.¹⁶

Training and policy requirements:

The POST Board is directed to develop learning objectives for school resource officers by January 15, 2025.¹⁷ Beginning September 1, 2025, and subject to certain exceptions, SROs will need to complete a designated training course before assuming their duties.¹⁸ Officers who complete a designated SRO course before that date may need to take supplemental training, by June 1, 2027, so that they have received instruction covering all applicable learning objectives.¹⁹ The POST Board is directed to develop a model SRO policy by December 31, 2024.²⁰ Agencies with SRO programs must implement a policy that is identical or substantially similar to the model by September 1, 2025.²¹

¹⁴ See *Pletan v. Gaines*, 494 N.W.2d 38, 40 (Minn. 1992) (official immunity protects officers exercising independent judgment and discretion); *Hyatt v. Anoka Police Department*, 700 N.W.2d 502, 507 (Minn. Ct. App. 2005) (official immunity protects discretionary decisions “involving... individual professional judgment ...”)

¹⁵ *Cracraft v. City of St. Louis Park*, 279 N.W.2d 801, 804 (explaining that the public duty doctrine is a “corollary to a basic tenant of negligence law: general duties owed to the entire public rather than a specific class of persons cannot form the basis of a negligence action.”).

¹⁶ *Dahlheimer v. Dayton*, 441 N.W.2d 534, 538 (Minn. Ct. App. 1989) (it was unreasonable for a

homeowner to take no action to safeguard his property when the fire chief represented only that the department would “attempt” to save this property from the fire).

¹⁷ 2024 Minn. Laws. Ch. 78, § 9.

¹⁸ *Id.* The courses designated for SRO training are the: (1) School Safety Center standardized Basic School Resource Officer Training, or (2) National School Resource Officer Basic School Resource Officer course.

¹⁹ *Id.* (to be codified at Minn. Stat. § 626.84582, subd. 3(b)).

²⁰ *Id.* (to be codified at Minn. Stat. § 626.8482, subd. 5).

²¹ *Id.* (to be codified at Minn. Stat. § 626.8482, subd. 6).