

School Resource Officer Services Agreement

This Agreement (“Agreement”) shall be effective after execution by and between INDEPENDENT SCHOOL DISTRICT NO. 191, a Minnesota municipal corporation (“ISD 191”) and CITY OF BURNSVILLE, a Minnesota municipal corporation (“City”).

Recitals

- A. The goal of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. This will be demonstrated by SRO’s through;
- 1) Seeking to reduce crime committed by and against youth in our community;
 - 2) Supporting safe, secure, and orderly learning environments for students, teachers and staff.
 - 3) Establishing a trusting channel of communication with students, parents, teachers, staff and administrators and establish regular feedback opportunities.
 - 4) Serving as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community.
 - 5) Providing information on community resources available to students and parents.
 - 6) Establishing goals and objectives to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.
- B. ISD 191 desires to obtain school resource officer (“SRO”) services from City for the Burnsville High School.
- C. The parties enter into this Agreement pursuant to Minnesota Statutes §126C.44 and §626.8482.

Terms

- A. **Recitals incorporated.** The above recitals are incorporated into and made a part of this Agreement.
- B. **Term.** This Agreement has a term of two school years, commencing July 1, 2025 and terminating on June 30, 2028. This Agreement shall automatically terminate on June 30, 2028, but may be renewed and renegotiated by the Parties as they determine. Either party may terminate this Agreement without cause, effective upon July 1 of any year of this Agreement, by providing written notice to the other party no later than April 1 of the preceding year. Either party may terminate this Agreement effective immediately upon written notice to the other Party due to a material breach of this Agreement. All payments due pursuant to this Agreement shall be prorated in the event of termination, and any overpayment to the City shall be remitted to the School District within 30 days after termination.

- C. Payment for Basic Services. The District agrees to pay the City the following flat rate amounts toward two SRO's assigned to the School District:

2025-2026: \$107,250

2026-2027: \$110,500

2027-2028: \$113,850

- D. Invoices. City will provide a written invoice for Basic Services provided to ISD 191 each year on June 1st. City will provide an itemized invoice to ISD 191 for Additional Services within 30 days after providing the Additional services. ISD 191 agrees to pay each invoice within thirty (30) days of the invoice date.

Services

- A. Basic SRO Services. The services as described in this section are referred to as "Basic SRO Services." City agrees to provide two state-licensed police officers during the standard school year, who must be members of the Burnsville Police Department, to perform the duties of a school resources officer as described in Minnesota Statutes §626.8482, which include:

- 1) fostering a positive school climate through relationship building and open communication;
 - i. Officers may engage in various activities, in consultation with school administration, teachers, and students.
 - ii. SROs will strive to build open communication and trust between and among students and adults through accessibility and engagement.
 - iii. SROs will serve as a role model
- 2) protecting students, staff, and visitors to the school grounds from criminal activity;
 - i. Activities may include supervising students in common areas, monitoring previous crime locations, analyzing possible crime patterns, property and patrolling the parking lots.
- 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 violated.
 - i. When reasonably practicable, School administration should be notified prior to and/or present during the custodial arrest of a student.
 - ii. When a criminal incident also involves a violation of school rules, SROs should consider referral of the matter to school authorities in lieu of formal criminal referral, as appropriate for the incident. Custodial arrests in school should be avoided if reasonably practical. If a custodial arrest is necessary because of exigency or public safety considerations, the arrest should be made in a non-communal area away from the view of other students if practicable.
 - iii. The parent, guardian, or custodian of the juvenile shall be notified as soon as possible when a juvenile offender is taken into custody.

- 8) Each of the SROs will be assigned to work an average of 40 hours per week of SRO services at Burnsville High School, with a focus on coverage during student contact time. The City agrees to provide vehicle, fuel, maintenance and equipment as deemed necessary by the City's chief of police for the SROs.
- 9) The City may not enter into any subcontract for performance of any services contemplated under this Agreement without the prior approval of ISD 191 and subject to such conditions and provisions as ISD 191 may deem necessary.

B. **Additional services.** City agrees to provide ISD 191 with police services for special events as requested by ISD 191 ("Additional Services"). This Agreement defines special events as the following:

- Home football, basketball, and hockey games (as needed)
 - Dances or other large school sponsored events
 - Other events as determined by school administration, SROs, and BPD.
- 1) Coverage for Additional Services will be determined operationally by the city based upon the needs of the event. Based upon availability, one of the assigned officers will be a current SRO.
 - 2) **Payment for Additional Services.** Overtime costs for SROs, or SRO substitute, to provide police services at these events will be split evenly between the Parties. ISD 191 will reimburse the City for the SRO services for a minimum of 3 hours at the current contracted overtime rate as published in the annual Fees and Charges Schedule.

Safety and Wellness

The parties agree that school officials and police department staff play important and distinct roles in ensuring school safety, wellness and achieving the desired outcomes. Accordingly, the parties agree the goals and objectives of the SRO program are to provide a safe learning environment, provide valuable resources to school staff members, foster positive relationship with students, and develop strategies to resolve problems. Methods to achieve these goals and objectives include but are not limited to the following under this Agreement:

- A. Collaborating on the development and implementation of a school safety plan.
- B. Reviewing security measures to enhance safety and reduce risk, including collaborating in threat assessments and after-action reviews.
- C. Enhancing communication and understanding between students, their families, district staff, and the police department.
- D. Referring students to school or community-based accountability programs or services, including but not limited to peer mediation, restorative justice, and provision of mental health services, whenever prudent.

- E. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest.
- F. The SRO shall follow all applicable laws related to use of force.

SRO Officers

- A. Selection and Retention. Assigned SROs must meet the minimum criteria required by the Minnesota Board of Peace Officer Standards and Training (POST). While the School District recognizes, the City's chief of police is solely responsible for assigning SROs pursuant to this Agreement. The District and the police department will collaborate to ensure District input on the process. The School District may request the replacement of an assigned officer for any reason related to the officer's performance or fitness for the assignment. Complaints against the SRO shall follow the normal complaint process of the Burnsville Police Department. When the complaint is related to student safety or where it would be prudent for both parties to partner in communication on an issue of significant public interest notice should include the appropriate school district administrators.
- B. Training. Effective September 1, 2025, all assigned officers must have received instruction and training consistent with Minnesota Statute 626.8482, subd. 3. Training records and certificates for assigned officers shall be made available to the School District upon request.
- C. Supervision. The parties agree and acknowledge that the police officers who are assigned to provide SRO services in the schools or assigned to provide Additional Services are, and will continue to be, members and employees of the City and its police department. The police officers shall not become an agent or employee of the School District by virtue of this Agreement and shall not make any representations to the contrary. The officers shall operate under the direct administration and supervision of the police department but will work in cooperation with school administrators to further mutually agreed upon goals involving the police department, schools and students, including the goals described in this Agreement.
- D. School Regulations. SROs shall not have school disciplinary authority or be considered educational service providers, but shall be limited to their police function, which shall include law enforcement duties, but may also include opportunities to build positive relationships with students and the school community. An assigned 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. Nothing in this paragraph 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 assigned officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.
- E. SROs may be asked to assist in the School District searches of a student's person, possessions, locker, or vehicle when the School District personnel have a reasonable suspicion that the student has violated School District policies, rules or regulations, and the search is related to possible student discipline. If the SRO intends to conduct a search as part of a criminal investigation, the SRO must seek a court order or subpoena, unless an

emergency exists, and the search is necessary to protect students or other individuals in the school from immediate physical harm or another health or safety emergency.

- F. SROs will not ask a school employee to conduct a search for law enforcement purposes.
- G. Strip searches of students by SROs are prohibited.
- H. Uniform. SROs will normally wear modified uniforms while performing SRO services.
- I. Scheduling. The duty hours of the SROs are flexible and will be determined by the City's police department and in consultation with ISD 191's school administrators. SROs are expected to notify ISD 191's school administration if they are unable to report to the school on a given day. Whenever possible only one officer will be away from the school when school is in session.
- J. School Resources. ISD 191 agrees to provide the SROs with the following:
 - 1) Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
 - 2) A location for files and records which can be properly locked and secured.
 - 3) A desk with drawers, chair, work table, filing cabinet, and office supplies.

Data Sharing and Data Practices.

- A. Data Practices. The City shall comply with the Minnesota Government Data Practices Act ("MGDPA"). Law enforcement records created by SROS on ISD 191 students shall be maintained by the City.
- B. The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO depends on the classification of the data under the Minnesota Government Data Practices Act or other applicable law.
- C. If the SRO is aware of information concerning a student that is officially obtained by the Burnsville Police Department which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.
- D. Access to Education Data. Educational data maintained by ISD 191 are protected under the 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 ISD 191 is reporting a suspected crime or another statutory exception applies, ISD 191 may not disclose private educational data to the 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 ISD 191's

responsibilities under FERPA.

- E. Video Security. Burnsville High School is equipped with a video security system. The content of school security video may be classified as private data under the MGDPA and/or FERPA. Therefore, except in emergency situations, the SRO will not have access to pre-recorded security system video. If the SRO or another law enforcement officer notifies ISD 191 District that they intend to seek a court order or subpoena for video potentially relevant to a criminal investigation, ISD 191 will, to the extent possible, preserve the video. The SRO may have access to live stream video, at the discretion of the School District, only when necessary for the safety of students and staff. Personally identifiable information on students obtained from viewing the live cameras are to be used for the purposes of promoting school safety and the physical security of students and other individuals in the school. Nothing in this paragraph shall exempt the SRO from any applicable provisions or prohibitions within FERPA or the MGDPA pertaining to the disclosure of educational records or personally identifiable information by an SRO which the SRO may obtain by viewing the live stream video. The SRO may not disclose information regarding what they viewed on live stream video to their department or other law enforcement agencies, unless redisclosure fits into one of the exceptions to the consent requirements under FERPA and the MGDPA such as an emergency situation, or a determination is made by mutual agreement with an ISD 191 administrator to pursue criminal charges.

- F. Interviews.

Both the School District and the City agree upon the importance of creating a safe, comfortable and welcoming environment within the School District and agree on the necessity of working in honest partnership. Consistent with the provisions below, both the School District and the City agree that the SRO's primary responsibility is not to investigate crime within the school, but to build relationships and support and promote the safety of students, and be a resource if a safety concern is brought to their attention.

Student Interviews Except in extenuating circumstances, School Resource Officer (SRO) may not interview students during the school day on school property, unless granted permission to do so by the Principal, designated Associate Principal, or the parent/guardian/adult student, as documented by the Principal or designated Associate Principal, or the SRO's interview is pursuant to the Maltreatment of Minors Act. The Principal or designee will be present during student interviews and will attempt to notify the student's parent prior to the interview, unless notification is prohibited by law.

Extenuating circumstances which do not require permission from the Principal or designee and parental notification, or attendance of the Principal or designee at the interview may include circumstances in which immediate action is necessary to protect the safety of students, staff, or others, or when otherwise authorized by law, including pursuant to a judicial warrant or court order. This exception does not apply to investigations of student misconduct conducted solely for school disciplinary purposes.

School Resources

On an annual basis, ISD 191 shall provide each SRO with a written list of resources available to school staff to assist with de-escalation of conflict in the schools. ISD 191 will also provide the SRO with:

- 1) The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- 2) The opportunity to provide input regarding criminal justice problems relating to students.
- 3) The opportunity to address teachers, staff and school administrators about criminal justice problems relating to students during in-service workdays.
- 4) The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- 5) School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.

Public Notification Process

ISD 191 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.

Crisis Planning

ISD 191 and the City of Burnsville will collaborate on Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the District should be adhered to when possible.

Reviewing the Agreement and SRO Program

The Parties acknowledge that resources and needs may change during the term of this Agreement. Either party may propose amendments at any time by submitting a written request for modification to the other party. Any request shall be promptly reviewed and responded to in writing by the receiving party.

In addition, the assigned parties shall review the Agreement/SRO Program on a regular basis and make adjustments as needed. Any revisions or amendments shall be reduced to writing and signed by all parties and will be reflected in an updated Agreement.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only if and when they have been reduced to writing as an amendment, or upon the execution of a new Agreement intended to replace this Agreement.

Notices

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to City: City of Burnsville
Chief Matt Smith
100 Civic Center Parkway Burnsville, MN 55337

With copy to: Campbell Knutson, P.A.
860 Corporate Center Curve, Suite 290
Eagan, Minnesota 55121

If to ISD 191: Independent School District 191
c/o Superintendent of Schools
200 West Burnsville Parkway
Burnsville, Minnesota 55337

With copy to: Kennedy & Graven
c/o Maggie R. Wallner
150 South Fifth Street
Minneapolis, MN 55402

Indemnification

The City shall indemnify and hold ISD 191, its employees, Board members, agents and representatives harmless from any and all liability and claims for damages or injury, including attorney fees, caused by or resulting from the sole negligent or intentional acts, errors or omissions of the City, the SROs, or other City employees or agents, arising out of the services pursuant to this Agreement. ISD 191 shall indemnify and hold the City, its employees, elected officials, or agents harmless from any and all liability and claims for damages or injury, including attorney fees, caused by or resulting from the sole negligent or intentional acts, errors or omissions of ISD 191, its employees or agents, arising out of the services pursuant to this Agreement. This provision does not modify the provisions of the Municipal Tort Claims Act, Chapter 466.

Insurance.

The city shall at all times during the term of this Agreement keep in force adequate insurance for:

- a. General Liability.
- b. Professional Liability.
- c. Automobile Liability.
- d. Workers' Compensation Insurance as required by Minnesota Statute.

Problem Resolution

The Parties will endeavor to resolve any unforeseen difficulties or questions by negotiation between the Superintendent of ISD 191 and the City Manager of the City of Burnsville or their designees. However, this provision does not limit the parties' right to terminate this Agreement pursuant to section 2 above.

[signature pages follow]

Signature Page – ISD 191

INDEPENDENT SCHOOL DISTRICT NO. 191

By _____
Dr. Latanya Daniels
Its Superintendent

By _____

Its School Chair

Signature Page – City

CITY OF BURNSVILLE

By _____
Elizabeth Kautz
Its Mayor

By _____
Gregg Lindberg
Its City Manager