

SCHOOL RESOURCE OFFICER SERVICES AGREEMENT

This School Resource Officer Services Agreement (“Agreement”) is entered into by and between the City of West St. Paul (“City”) and Independent School District No. 197 (“District”).

WHEREAS, the District and the City desire to maintain a cooperative and coordinated approach to deterring and addressing criminal activity on school property and at District sponsored events and activities;

WHEREAS, the District and the City engaged in a School Resources Officer agreement in September of 2022 and mutually agree that this agreement replaces that agreement in its entirety; and

WHEREAS, Minnesota Statutes section 126C.44 authorizes the District to contract with the City to have peace officers provide police liaison services; and

WHEREAS, Minnesota Statutes section 126C.44 further authorizes the District to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for peace officers who are assigned to perform police liaison officer duties in the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the District and the City agree as follows:

1. Duration and Termination of Agreement. This Agreement is effective on the date of the last signature and will automatically renew each year for successive one (1) year terms beginning July 1 and ending June 30 (each a “Renewal Term”), unless terminated as provided below.

Either party may terminate this Agreement at the end of any Renewal Term by providing the other party written notice at least sixty (60) days before the term ends. If neither party provides timely notice, the Agreement will automatically renew for the next Renewal Term.

2. Definitions. The following definitions apply to this Agreement:

a. **“Exigent circumstances”** mean circumstances under which the courts permit police officers to execute a warrantless search or seizure; circumstances under which a reasonable police officer would believe that a person presents an immediate and substantial risk of harm to self or others; circumstances under which urgent action is reasonably necessary in order to prevent the destruction of evidence of a serious crime; and circumstances in which a police officer is in hot pursuit of a suspect who is believed to have committed or to have attempted to commit a crime and is in the process of fleeing.

b. **“School Resource Officer”** or **“SRO”** means a licensed peace officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.

c. **“SRO duties”** include, but are not necessarily limited to, the following:

- fostering a positive school climate through relationship building and open communication;
- protecting students, staff, and visitors to the school grounds from criminal activity;
- serving as a liaison from law enforcement to school officials;
- providing advice on safety drills;
- identifying vulnerabilities in school facilities and safety protocols;
- educating and advising students and staff on law enforcement topics;
- enforcement of criminal laws;
- conducting searches of students, student lockers, student backpacks, school property, and student vehicles as authorized by law;
- recovering lost or stolen property;
- apprehending and prosecuting criminals, including suspected criminals;
- responding to emergencies including, but not limited to, medical emergencies within his or her capabilities and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
- attending trainings provided by the District;
- meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals;
- use confidential student records only with the approval of a principal and in accordance with applicable laws;
- making referrals to community agencies which offer assistance to youths and their families with mental health, addiction, etc.;
- assist and testify in student discipline hearings as requested by District administrators where the SRO has direct knowledge of the incident and applicable laws; and
- other tasks as assigned by the City.

d. **“School day”** means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the District calendar, which is published on the District’s website. Days on which students attend summer school are not school days. For purposes of this Agreement, the “school day” begins at 7:45 a.m. and ends at 3:45 p.m. The SRO is generally expected to be performing SRO duties during the school day; however, the SRO may flex his or her hours in order to avoid working more than forty hours in any workweek while still providing coverage, at the District’s request,

for school sponsored events or activities that occur outside the school day. The SRO will notify the District's superintendent by email when the SRO finds it necessary to flex his or her hours in response to a request to provide coverage for school sponsored events or activities that occur outside the school day.

e. **"School property"** means: (1) any property owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or co-curricular activities are regularly provided; (2) the public areas surrounding school property as described in the first clause of this paragraph to a distance of 300 feet or one city block, whichever distance is greater, beyond the school property; and (3) the area within a school bus or other school vehicle when the bus or vehicle is being used to transport one or more elementary or secondary school students.

3. Financial Considerations. The School District will compensate the City for SRO services in accordance with the following:

- The total cost for salary, wages and employer paid taxes for a police officer with three years' experience in accordance with the City's wage scale as of July 1 of each year multiplied by 0.6 (60%) plus,
- The actual cost of the assigned officer's fringe benefits including but not limited to employer provided insurances, contributions to retirement and workers compensation times 0.6 (60%) plus,
- Up to \$1,000 per school year (August – June) for incidental expenses, mileage or SRO specific training incurred by the assigned SRO.
- Overtime requested or incurred by the School District shall be paid at 100% of actual cost by the School District.

The City will notify the School District of the total cost of services for the year on or about August 1 of each year. The City will bill the school district 50% on or about September 1 and February 1 of each year.

4. Services. The City will provide the services of a police officer to serve as SRO in accordance with this Agreement and a separate memorandum of understanding (MOU) attached to this Agreement as reference. Changes to this MOU may be made from time to time upon agreement by the Superintendent of the School District and the City Manager.

5. Responsibilities of the School District. The School District will provide the following for the SRO:

- Access to a secure office including a desk, chairs, filing space
- Access to a computer terminal or internet connection which may be wired or wireless suitable for a VPN connection and compatible with the City's information technology requirements
- Incidental office supplies

- Occasional access to conference and/or meeting space
- Designated parking space near the primary building of office/station
- Additional training specifically related to duties as an SRO as agreed upon by the Superintendent (or designee), the Police Chief and SRO. Costs for SRO specific trainings may be shared between the City and School District upon agreement.

6. Responsibilities of the City. The City will provide the following:

- A sworn police officer employed by the City for up to 40 hours a week (excluding City holidays) starting up to two weeks before the first day of school each year until one week after the last day of school.
- Computer, monitor and other peripheral technology items necessary
- Equipment specific to police operations
- Police training for the SRO, in accordance with the City's training policies and all applicable laws, including Minnesota Statutes Section 626.8482.
- Materials specific to police needs
- Squad car and/or vehicle as needed. The City is not required to provide a marked squad car or City vehicle but may do so at the City's sole discretion and cost.
- The City will determine whether the SRO will wear plain clothes, a modified uniform, or other changes to the regular attire of a licensed police officer in order to foster a positive school climate, facilitate the establishment of positive relationships with students, and promote open communication.
- City will develop, adopt, and implement a written policy regarding school resource officers that is identical or, at a minimum, substantially similar to the model policy adopted by the board under subdivision 5 of Minnesota Statutes Section 626.8482.

7. Liability and Indemnification. Each party is solely responsible for any and all acts and omissions of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorney fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents, or representatives. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing stated in this Agreement may be deemed to constitute a waiver of those limits

8. Data Practices. All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act ("MGDPA"). The parties recognize that educational data maintained by the District are protected under the MGDPA and under 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 crime or another statutory exception applies, the District may not disclose private educational data to a 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. The parties further acknowledge, however, that both MGDPA and FERPA generally allow for school officials and law enforcement (including the SRO) to discuss the specifics of a situation, including pertinent details that may otherwise be private, when an

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

9. Relationship of the Parties. Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the Minnesota Government Data Practices Act, each party is considered to be an independent contractor relative to the other party.

10. City's Authority. Although the SRO will work collaboratively with the District's Superintendent, Principals, and their designees, the SRO will be supervised by the City and, more specifically, a Sergeant and the Chief of Police. The Sergeant and Chief of Police are responsible for determining the SRO's work assignment and ensuring compliance with the Police Department's directives.

11. SRO Employment Status. At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.

12. Objections to Personnel. The City will undertake reasonable efforts to assign peace officers who are acceptable to the District. The District's Superintendent will notify the Chief of Police in writing of any concerns related to the performance of an SRO. Any request for reassignment of an SRO that is based on work-related concerns must be made in writing to the Chief of Police. The City will have thirty (30) calendar days to demonstrate to the District's satisfaction that the concern has been addressed.

13. Prohibited Actions. In the absence of exigent circumstances, a peace officer who is employed by the City may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of minor investigation; (b) the crime has occurred, is alleged to have occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal, from the student's parent or guardian, or from the student, if the student is eighteen (18) years of age or older. In addition, the SRO will not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity. The SRO may not participate in any interviews with news media regarding incidents that occur on District property.

14. No Unlawful Discrimination. The District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all

applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin. In addition, the District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.

15. Interpretation. This Agreement shall not be construed more strictly against one party than against the other by virtue of the fact that it may have been prepared by one of the parties. Both parties have had the opportunity for administrative and legal review and have contributed substantially and materially to the preparation of this Agreement.

16. Construction. The headings and sections of this agreement are for convenience and reference only and do not form a part hereof, and in no way interpret or construe such sections and subsections. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neutral shall be freely interchangeable.

17. Parties in Interest. This Agreement is for the sole benefit of the City and School District and no third party is intended to be a beneficiary of or have the right to enforce this agreement

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

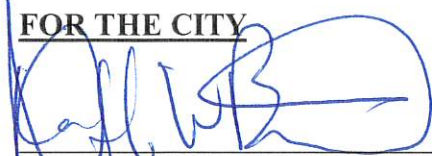
19. Choice of Law, Forum and Severability. This Agreement is governed by the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

20. Entire Agreement, Changes, and Copies. This Agreement constitutes the entire agreement between the District and the City regarding SRO duties and additional services. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing agreements or contracts regarding the same or any similar subject matter. Neither party has relied upon any statements, promises, agreements, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by both parties. A copy of this Agreement has the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates recorded by their signature. By signing below, each party specifically acknowledges that it has read this

Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

FOR THE CITY



City Manager
City of West St. Paul

3/23/2026

Date



Clerk
City of West St. Paul

3/26/20

Date

FOR THE SCHOOL DISTRICT

School Board Chair
ISD 197

Date

School Board Clerk
ISD 197

Date