

MARSHALL PUBLIC SCHOOLS

AND

CITY OF MARSHALL

SCHOOL RESOURCE OFFICERS AGREEMENT

2025-2026 School Year

THIS AGREEMENT, made and entered into by and between the City of Marshall (hereinafter "City") and the Marshall Public School District. Independent School District No. 413 (hereinafter "School District").

WHEREAS, the City and School District intend to cooperate in the joint use of School Resource Officer(s) to assist in the establishment and coordination of a cooperative community approach between the School District, its parents, the City, and other community members to meet the special needs and problems of School District students and City residents; and

WHEREAS, the City and School District desire to have a School Resource Officer assigned to certain Marshall Public Schools, including the Marshall High School, Marshall Middle School, and other schools as a liaison between the School District and the City; and

WHEREAS, by this Agreement the parties desire to establish a framework of cooperating to work jointly to develop rapport among the youth of the School District and the law enforcement community, and the site of this City/School District community partnership will be at designated Marshall Public Schools as agreed to by the parties; and

WHEREAS, the City and the School District will both contribute to the costs associated with this School Resource Officers program, both the City and the School District will be granted certain rights pertaining to the School Resource Officer program;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Contributions to the School Resource Officer Program by the City:
 - A. The City will employ one School Resource Officer. The City will be responsible for any claims and other liability as would normally apply to a City employee. This Agreement in no way constitutes a waiver or alteration by the City of relevant liability limits established under Minnesota Statutes Chapter 466. The City expressly declares that it in no way intends to be subject to any measure of liability beyond the limits of Minnesota Statutes Chapter 466 by way of entering into this Agreement.
 - B. The City will provide overall supervision and the School Resource Officers shall be responsible to the Marshall Chief of Police or his/her designee. The City directs the job responsibilities of the School Resource Officers.

- C. The School Resource Officers shall perform the duties and responsibilities identified on the position responsibility write-up attached to the Agreement as Exhibit A. The position responsibility write-up will be reviewed and updated periodically by the Marshall Police Chief and the Marshall Public Schools Administration.
2. Contribution to the School Resource Officer Program by the School District:
- A. The School District will pay the City 50 percent of the total costs associated with the payment of salary and benefits of each individual assigned School Resource Officer and cell phone expenses. The position will be filled by a police officer paid according to the current police officer union contract.
 - B. The School District will pay the City 50 percent of the training costs for trainings mutually agreed upon by the parties as necessary for the assigned officer(s) to work in the schools effectively.
 - C. The School Resource Officer is expected to be on duty during the school calendar year and additional staff days as determined by the School District, the principal of the assigned school or their designee. When there is a need for the School Resource Officer to be absent for more than five (5) consecutive student days, the Principal and the Chief of Police will arrange for a substitute Officer(s).
 - D. The School Resource Officers' primary work locations will be at the Marshall High School or the Marshall Middle Schools, as determined by the parties ("Assigned School"). The School Resource Officer also will provide dedicated service hours at various elementary school buildings within the School District, as assigned by the School District Superintendent or their designee.
 - E. The School District will provide office space and basic office furnishings for the School Resource Officers at Marshall Public School sites at no cost to the City, and in a manner consistent with the policies and practices of the School District.
 - F. The School District will provide a reserved parking space in the proximity of the School Resource Officer's office. The School District will assume the full cost of snowplowing, maintenance, and repairs to the parking space for the term of the joint venture.
 - G. The Assigned School Principal or their designee will provide regular onsite supervisory support, consistent with the policies and practices of the School District, while being fully aware that the School Resource Officer is an employee of the City.
 - H. The School District and assigned School Principal are responsible for training School District staff on the terms of this agreement, including but not limited to the responsibilities

and limits of School Resource Officer intervention in student behavioral incidents or disciplinary situations and enforcement of school policies.

3. Selection and Duties:

A. The Chief of Police of the City of Marshall in collaboration with the Superintendent/designee shall appoint the School Resource Officer(s). Duties assigned to an individual School Resource Officer, distinct from those outlined herein, shall be mutually agreed to by the Marshall Public Schools administration and the Police Chief, or their respective designees.

B. Duties:

- On Site Duty Day: 7:45 a.m. - 3:15 p.m.
- Occasionally the Principal may make a request of the Chief of Police that the School Resource Officer attend a school event outside normal duty hours.
- The School Resource Officer will notify the School Principal's Secretary when he/she will be absent.
- Proactive patrols of school campuses, including parking lots, school grounds, and interior areas.
- Annually review safety-related practices and recommend improvements prior to October 1.
- Meet weekly with Administrative Teams.
- Participate in School Safety Committee meetings.
- Assist Principals with lunchroom supervision, investigation of incidents, and other duties as mutually agreed upon by parties.
- Proactive relationship building such as educational classroom visits, guest speaking, attending family engagement activities and events at school buildings.
- Create opportunities to build relationships within the community.
- For assigned school sites outside of the City's law enforcement jurisdiction, coordinate as necessary, with local law enforcement.
- Additional responsibilities as mutually agreed upon by parties.

The School Resource Officer will not be responsible for discipline or enforcement of School policies.

4. Term of Agreement: The City and the School District shall have the right to terminate this Agreement by giving the other party sixty (60) days written notice of its intent to cancel the entire Agreement. If, for any reason, the City is unable to staff its School Resource Officer position, the City shall have the absolute right to suspend this Agreement upon five (5) days' notice until the positions can be filled. In the event of cancellation, the parties will be mutually relieved of any further obligation as set forth in this Agreement. Unless terminated earlier as provided herein, this Agreement shall

remain in effect until June 30, 2026. Thereafter, the Agreement may be renewed for 12-month periods commencing with July 1 and ending June 30 of the following year. Annually, by May 1, the School District will notify the Chief of Police for the Marshall Police Department of the School District's intent regarding renewal of this Agreement for the following school year.

5. Yearly Review: Annually before June 1, the School District and the City shall meet to review this Agreement. Adjustments and addendums to this Agreement may be made by mutual agreement.

6. Notice: All notices and demands by or from either party shall be in writing and shall be validly given or made if served either personally or if deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested. If such notice is served personally, service shall be conclusively deemed made at the time of such personal service. If such notice or demand is made by registered or certified mail in the manner herein provided, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States Mail addressed to the party whom such notice is to be given.

Any notice or demand to the City shall be addressed to the City at:

City of Marshall
Attn: Chief of Police
611 W Main St, Marshall, MN 56258

Any notice or demand to the School District shall be addressed to the School District at:

Independent School District No. 413
Attn: Superintendent
401 S. Saratoga, Marshall, MN

7. Entire Agreement: This Agreement represents the entire understanding and agreement between the parties hereto and this Agreement may not be altered, changed, or amended except by an instrument in writing, signed by all parties.

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 School District are protected under the MGDPA and under the Family Educational Rights Privacy Act ("FERPA"), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless the School District is reporting a crime or another statutory exception applies, the School District may not disclose private educational data to an 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 School District's responsibilities under FERPA.

CITY OF MARSHALL

By: _____
Robert Byrnes
Its: Mayor

By: _____
Steven Anderson
Its: City Clerk

INDEPENDENT SCHOOL DISTRICT 413

By: _____
ITS: Superintendent

EXHIBIT A

POSITION RESPONSIBILITY WRITE-UP

Position Title: School Resource Officer Date:

Department: Location: Marshall Public Schools (as assigned)

Accountable To: City of Marshall Chief of Police or Designee

Primary Objectives of Position

To assist in the coordination of a cooperative community approach between schools, families, police, and other resources to meet the needs of students and families.

MAJOR AREAS OF RESPONSIBILITY

1. Leads and creates opportunities to build and promote positive relationships amongst law enforcement and school communities.
2. Follows up on referrals made by the Police Department and administrative staff.
3. Visits with and gets acquainted with students during lunch periods, recess, between classes, at school activities and on field trips when possible.
4. Supports and works cooperatively with administrative and support staff, in cases of criminal law violation and may conduct follow-up investigation of incidents.
5. Works cooperatively with school staff to initiate prevention programs in the area of juvenile crime.
6. Educates and advises families regarding student behavior that could lead or has led to legal infractions or other matters as requested.
7. Assists the school administration in setting up procedures that would contribute to the safety and security of the building and grounds.
8. Builds and maintains rapport among youth, parents, school personnel and law enforcement officers, and services as part of a team effort to provide role models.
9. Assists, as assigned, with petitions to Juvenile Court and works with social and welfare agencies, probation personnel, and makes referrals for family counseling, for chemical health evaluation, and for other student needs.
10. Assists, as assigned, in reporting child abuse/neglect cases and in handling Children in Need of Protection or Services (CHIPS) cases.
11. During the summer months, performs duties as assigned by the sergeant in charge of police patrol or investigations.

12. Follow-up to non-school related incidents with students and families to provide support and resources.
13. Proactive relationship building such as educational classroom visits, guest speaking, attending family engagement activities and events.

Knowledge and Skills Required

Knowledge of and ability to follow School District policies, regulations and procedures.

Ability to work with other law enforcement and outside agencies where jurisdictional requirements prevail.

Ability to relate to and work with students and families of various cultural and economic backgrounds.

Ability to establish and maintain good working relationships with school administrators, teachers and staff.

Supervision

Supervised by the City of Marshall Police Department. Works directly with and under the guidance of the assigned School Principal.

Supervision of Others

None.

Responsibility for Public Contact

Continuous, requiring tact, courtesy, and good judgment.

Clothing to be worn

Because the officer assigned to the School Resource Program is working in a very visible position, the normal dress will be a law enforcement uniform, but the officer will exercise discretion depending upon the circumstances.