



## **CITY OF MINNETRISTA**

### **REQUEST FOR CITY COUNCIL ACTION/DISCUSSION**

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**Subject:** School Resource Officer (SRO) Agreement

**Prepared By:** Craig Squires – Director of Public Safety

**Meeting Date:** August 18, 2025

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#### **Issue:**

The agreement the City has with the Westonka School District #277 has expired. The Westonka School District #277 has submitted a new agreement for the City to assign a police officer (SRO) to provide law enforcement services at the Mound Westonka High School and Hilltop Primary School at the start of the 2025-2026 school year. This agreement is for three years unless written notice is given by either party by June 30 prior to the start of the next school year. The agreement has been reviewed by the Minnetrista City Attorney's Office.

#### **Background:**

The City has a long-standing partnership with Mound Westonka High School and Hilltop Primary School through the assignment of a School Resource Officer (SRO). The SRO provides a visible law enforcement presence on campus, responds to and investigates incidents involving students, staff, and school property, and promotes safety through educational outreach. In collaboration with school personnel, the SRO plays a vital role in maintaining a secure and supportive learning environment.

#### **Fiscal Impact:**

The Westonka School District #277 has agreed to pay half of the District's 2024 payable 2025 Safe Schools Levy dollars, (\$46,290.24) for the 2025-2026 school year. The other half of the Safe Schools Levy Dollars are shared with the Orono Police Department for the Westonka schools in their jurisdiction. Payments in future years will continue to be half of the Safe Schools Levy dollars. The City is responsible for the cost of the remaining portion of the assigned officer's wages and benefits. The next SRO's wages and benefits totals \$139,893 in 2025.

#### **Mission Statement:**

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

**Recommended City Council Action:** Motion to approve agreement with the Westonka School District #277 for the city to assign a school resource officer (SRO) to cover the Mound Westonka High School and Hilltop Primary School.

Does Recommended Action meet City Mission Statement? ☒ Yes ☐ No

Does Recommended Action meet City Goals/Priorities? ☒ Yes ☐ No

Explain:

**Mission Statement:**

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

## AGREEMENT

This Agreement is entered into this 11 day of August 2025 by and between the City of Minnetrista, a municipal corporation under the laws of Minnesota, hereinafter referred to as "City" and the Westonka School District, a political subdivision of the State of Minnesota, hereinafter referred to as "District."

## WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the City and the District agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign a police officer to provide law enforcement services at Hilltop Elementary School and Westonka High School. The officer assigned is referred to as a School Resource Officer "SRO". The SRO will work with school personnel, provide a visible police presence and promote safety in the schools.
2. Term. The term of this Agreement shall be the 2025-2026 school-year and will automatically renew each school-year for 2026-2027 and 2027-2028 unless written notice is given by either party by June 30 prior to the start of the next school year. The length of the school-year may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors.
3. Termination. This Agreement may be terminated for any reason by either party upon 90 days prior written notice.
4. Relationship of Parties. The SRO assigned to the District shall remain and be considered an employee of the City and not of the District. The SRO shall be subject to the City's control and supervision. The assigned SRO will be subject to current procedures in effect for Minnetrista police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person assigned by the District to accomplish the goals of this Agreement is a City employee and that no rights under City contracts or personnel rules accrue to such person.
5. Consideration. In consideration of the assignment of the SRO, the District agrees to pay the City. Payment from the District to the City is due in full on October 15th of each year this Agreement is in effect. This payment covers the school year which includes that date. The District will not be responsible for payment of overtime, unless it is requested by the District. The SRO's weekly District schedule will be

mutually agreed upon in consultation with the principal of the school or designee and the City's public safety director. The SRO may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under this Agreement.

5.1 Payment on October 15, 2025 will cover the 2025-2026 school year and will be in the amount of one-half of the District's 2024 payable 2025 Safe Schools Levy dollars.

5.2 Payments in future years will continue to be in the amount of one-half of the District's Safe Schools Levy dollars as follows: the 2026-2027 allocation will come from the 2025 payable 2026 Safe Schools Levy dollars and the 2027-2028 allocation will come from the 2026 payable 2027 Safe Schools Levy dollars.

6. Officer Responsibilities. The SRO assigned to the District shall:

6.1 Fostering a positive school climate through visibility, relationship building and open communication.

6.2 Provide educational programs and giving advice to students and staff related to law enforcement topics.

6.3 Act as a communication liaison with law enforcement agencies, providing basic information concerning students on campuses served by the SRO.

6.4 Provide informational in-services and be a general resource for the staff on issues related to alcohol, and other drugs, crime, violence prevention, gangs, safety and security.

6.5 Identifying vulnerabilities in school facilities and safety protocols.

6.6 Providing advice on safety drills.

6.7 Serving as a liaison from law enforcement to school officials.

6.8 Protecting students, staff, and visitors to the school grounds from criminal activity.

6.9 Enforcement of criminal laws.

6.10 Present educational programs to students and school staff on topics agreed upon by both parties.

6.11 Refer students and/or their families to the appropriate agencies for assistance when a need is determined.

- 6.12 Unless in the SRO's opinion circumstances prevent it, will attempt to advise the school principal and/or assistant principal prior to taking legal action, subject to the SRO's duties under the law.
  - 6.13 Shall 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.
  - 6.14 The SRO, will as time assignments allow, assist school staff with lunchroom duties, and hall and parking lot monitoring. If there is an unusual/temporary problem in one of these areas, the SRO may assist District employees until the problem is solved.
  - 6.15 Work with school staff to plan for safety services at special events such as large athletic events or graduations.
  - 6.16 Nothing required herein is intended to nor will it constitute a relationship or duty for the assigned SRO or the City beyond the general duties that exist for law enforcement officers within the state.
7. Time and Place of Performance. The City will endeavor to have a SRO available for duty at their assigned school each day that school is in session during the regular school year. The City is not required to furnish a substitute SRO on days when the regular SRO is absent due to use of the SRO's leave time or City police department requirements. The SRO's activities will be restricted to their assigned school grounds except for:
- 7.1 Follow up home visits when needed as a result of school related student problems.
  - 7.2 School related off-campus activities when SRO participation is requested by the principal and/or assistant principal and approved by the director of public safety.
  - 7.3 In response to off-campus, but school related, criminal activity.
  - 7.4 In response to emergency police activities.
  - 7.5 Or other duties as directed by the director of public safety. In these instances the SRO will notify school administrative staff.
8. District Responsibilities.



- 8.1 The District will provide the SRO with a secure and equipped office. The equipment shall include basic furniture, a telephone, secure filing space and internet access to a secure police records website.
- 8.2 The District will identify the principal or designee who will be the primary contact person among the school staff for the SRO.
9. Indemnification. The District and the City agree to indemnify and hold harmless the other party and its agents, employees and officers from any claims, causes of action, damages and expenses arising from the performance of this Agreement to the extent they are caused by the negligent acts, omissions or breach of contract of the indemnifying party or those for whom the indemnifying party is legally responsible. Notwithstanding anything herein to the contrary, nothing herein shall be deemed a waiver of immunity available to either party under Minnesota Statutes, Chapter 466.
10. Notices. All notices required under this Agreement shall be in writing and shall be deemed delivered upon placement in the U.S. mail, postage prepaid, certified and return receipt requested or by personal delivery:

a) To the District: Westonka Public Schools ISO 277  
Educational Service Center  
5901 Sunnyfield Road East  
Minnetrista, MN 55364  
Attn: Superintendent

b) To the City: City of Minnetrista  
7651 County Road 110 West  
Minnetrista, MN 55364  
Attn: Director of Public Safety

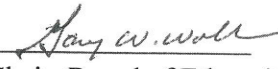
or to such other address or party as either party may notify the other pursuant to this notice requirement.

11. Miscellaneous.
- 11.1 This Agreement constitutes the entire agreement between the City and the District and supersedes any other written or oral agreements between the parties regarding the subject matter of this Agreement.
- 11.2 This Agreement shall be construed under the laws of Minnesota.
- 11.3 This Agreement may be executed simultaneously in any number of counterparts, all of which shall be an original and shall constitute one and the same instrument.

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

WESTONKA SCHOOL DISTRICT NO. 277

By:

  
Chair, Board of Education

Attested by:

  
Clerk, Board of Education

Approved as to Form:

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Board Attorney

CITY OF MINNETRISTA

By:

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Lisa Whalen, Mayor

Attested by:

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Ann Meyerhoff, City Clerk