

**SCHOOL RESOURCE OFFICER SERVICE AGREEMENT BETWEEN THE CITY OF
SPRING LAKE PARK AND INDEPENDENT SCHOOL DISTRICT NO. 16**

This service agreement (this “Agreement”) is made by and between the City of Spring Lake Park (the “City”) and Independent School District No. 16 (the “District”). The City and the District are sometimes referred to collectively as the “Parties” or each a “Party”. This Agreement shall be effective after execution by the Parties and upon approval by the Spring Lake Park City Council and the District School Board.

1. **PURPOSE:** The City and the District wish to participate in a School Resource Officer Program. The purpose of this Agreement is to set forth, in writing, the terms and conditions of the mutual duties and obligations to implement and maintain the position of School Resource Officer (the “SRO”).

2. **FUNDING:** For and in consideration of providing a SRO to the District, in accordance with the terms of this Agreement, the District shall compensate the City as follows:
 - a. As compensation for services to be provided during the 2024-2025 school year:

The District shall pay the City the sum of \$97,281.57 (the “Base Payment”). This Base Payment shall fund approximately 170 days of SRO services, during days in which school is in session, with each day of service not to exceed eight hours of work performed by the SRO. The Base Payment shall also fund a total of 104.75 compensatory work hours which can be utilized by the District to fund SRO overtime compensation reimbursements (the “credited compensatory work hours”). The credited compensatory work hours shall expire at the end of each school year, if not used, and the District shall not be entitled to any reimbursement or other compensation for any unused credited compensatory work hours.

The District may request that the SRO perform services for the District in excess of the SRO’s regular eight hour per day shift (such services “overtime” services). Overtime requests must be approved by the Chief of Police and are subject to Spring Lake Park Police Department policies. The SRO shall be compensated by the City for overtime services performed for the District, by the SRO. The District shall reimburse the City for the costs incurred by the City due to the SRO’s performance of overtime services for the District after the 104.75 hours in the compensatory work credit is exhausted. This reimbursement obligation shall prevail regardless of whether the SRO is compensated by the City with overtime cash payment or compensatory hours. The District shall use the above-referenced credited compensatory work hours to fund any reimbursement obligation it incurs at a rate of one and one half hours of credited compensatory work hours to cover each hour of overtime worked by the SRO. Upon exhaustion of this credit, the City shall invoice the District on a quarterly basis for the costs of any SRO overtime incurred by the District at a rate of \$68.49 per hour, if the overtime was performed

in 2024, and \$70.71 per hour, if the overtime was performed in 2025.

3. **PAYMENT:** The District will remit payment to the City as follows:
 - a. The District shall remit payment to the City in an amount equal to one-third of the total Base Payment on December 1, March 1, and June 1; and
 - b. The District shall reimburse the City for the costs of any overtime incurred by the SRO in providing services to the District after exhaustion of the compensatory work credit (104.75 hours) set forth in Section 2 supra, on December 1, March 1, and June 1.

4. **TERM:** The term of this Agreement shall be from September 3, 2024 to June 6, 2025. This Agreement shall automatically terminate upon expiration at the end of the 2024-2025 school year, but may be renewed and renegotiated by the Parties, as they determine. Either Party may terminate this Agreement during its term upon 30 days' written notice of such termination. Also, the Parties may terminate this Agreement effective immediately upon written notice to the other Party due to a material breach of this Agreement. All payments due hereunder shall be prorated in the event of termination.

5. **GENERAL PROVISIONS:** It is expressly agreed that the SRO is a City employee and shall **NOT** be considered an employee of the District for any purpose including, but not limited to, officers' wages, fringe benefits, workers' compensation, unemployment compensation, P.E.R.A., Social Security, liability insurance, keeping of personnel records, termination of employment, individual contracts or other contractual rights.

Further, the Parties agree that the SRO shall **NOT** be considered an "employee or agent" of the District as defined by Minn. Stat. §121A.58, subd. 1(b) and the SRO shall be considered a "School resource officer" as defined by Minn. Stat. §626.8482, subd. 1(c).

The SRO is part of, and covered under, the local law enforcement labor agreement between the City and Law Enforcement Labor Services. The City shall assume all liability for the actions taken by the SRO in the performance of his/her duties as a peace officer. The SRO will report to, and be directed by, the City of Spring Lake Park Police Chief or his/her designee, and is subject to all Police Department policies and procedures, including but not limited to, the School Resource Officer Policy as required by §626.8482, subd. 6. The SRO will work closely with District Administration and keep them informed of his/her activities and duties. The SRO

will keep daily activity logs and monthly summary reports, as directed, which shall be turned in to the Chief of Police and District Administration for their review.

Representatives of the District and the Police Chief or his/her designee shall attempt to negotiate resolution of unforeseen problems arising in the SRO program, however, both parties reserve the rights of termination pursuant to Section 4 of this Agreement.

6. **SERVICES:** The City shall provide services of one licensed police officer and related administrative support services as needed to assist the District in maintaining a School Resource Officer Program. The SRO will provide specialized law enforcement services specifically for faculty, students, and school administrators at Spring Lake Park High School and other District locations assigned by the Chief of Police. These services include:

- a. fostering a positive school climate through relationship building and open communication; and
- b. protecting students, staff, and visitors to the school grounds from criminal activity; and
- c. serving as a liaison from law enforcement to school officials; and
- d. providing advice on safety drills; and
- e. identifying vulnerabilities in school facilities and safety protocols; and
- f. educating and advising students and staff on law enforcement topics; and
- g. enforcement of criminal laws.

Any services requested beyond those listed above as well as any duties performed outside the City limits must be approved by the Chief of Police. The City shall provide clothing, uniforms, vehicle, necessary equipment and supplies for the SRO to perform law enforcement duties. The District shall provide the SRO with a private lockable office, telephone, and supplies necessary for the SRO to perform services as required. The SRO shall not use force or the authority of the SRO's office solely to enforce school rules or policies, nor may the SRO participate in the enforcement of discipline for violation of school rules. The SRO shall be limited to his/her function as a police officer which shall include law enforcement duties, but may also include opportunities to build positive relationships with students in the school community.

7. **LEVEL OF SERVICE:** The SRO may be called upon to respond to emergency calls within the City limits and will attend police training and perform special duties as assigned by the City, during certain hours during which the SRO is posted within a District school. In the event the SRO is absent from duty at the high school or other assigned school within the District for a full day that school is in session, the District's payment obligation under Section 2 of this Agreement shall be reduced on a pro rata basis, unless the SRO's absence is for ESST leave or SRO-related training, in which case there will be no pro rata reduction. Also, there will be no pro rata reduction to the School District's payment obligation if the SRO's absence is for less than one school day. Under no circumstances will absences of less than one day be aggregated.

8. **SRO TRAINING:** The City will provide all required instruction and training to the SRO as required by Minn. Stat. §626.8482, subs. 3, 4, and 6 as may be amended from time to time. The City shall provide the District documentation that the applicable instruction and training requirements have been satisfied prior to an SRO assuming duties at the District.
9. **SCHEDULING:** The duty hours of the SRO are flexible and will be primarily coordinated with the school day and activities. The SRO will make daily contact with the Police Department for the purpose of keeping abreast of incident reports and other City activity. The SRO will restrict taking vacation during the school year, but in the event the SRO must take time off or schedule vacation during the school year, he/she will coordinate school coverage with the day shift Patrol Sergeant and keep school administrators informed of scheduling changes.

In the event the SRO is absent from duty at the high school or other assigned school within the District for a full day that school is in session, the District's payment obligation under Section 2 of this Agreement shall be reduced on a pro rata basis, unless the SRO's absence is for ESST leave or SRO-related training, in which case there will be no pro rata reduction. Also, there will be no pro rata reduction to the School District's payment obligation if the SRO's absence is for less than one school day. Under no circumstances will absences of less than one day be aggregated.

10. **SELECTION:** The selection and assignment of the SRO shall be at the sole discretion of the Police Chief. The length of assignment shall generally be three calendar years, but the Police Chief may alter this term as the Police Chief deems appropriate. The District may request replacement of an assigned officer for reasons related to the SRO's performance or fitness for the assignment and the Chief shall reasonably consider such requests. However, the Chief expressly reserves the right to decline any replacement request.
11. **POLICE ADMINISTRATION RESPONSIBILITIES:** Law enforcement services rendered to the District shall be at the sole direction of the City. Standards of performance, discipline of the SRO assigned, and other internal matters shall be under the authority of the City. The Police Chief and the High School Principal or his/her designee shall meet periodically during each school year to evaluate and assess the quality and effectiveness of the SRO position and individual assignment, making recommendations and/or adjustments, as needed.
12. **DISCRIMINATION:** The City and the District agree not to discriminate in providing services under this Agreement on the basis of race, sex, creed, national origin, age, religion, or any other protected class.
13. **INDEMNIFICATION BY THE CITY:** The SRO is a City employee. The City shall indemnify, hold harmless, and defend the District, its elected officials and employees

against any and all liability, loss, costs, damages, expenses (including reasonable attorneys' fees), claims or actions (collectively "Claims") which the District, its officers and employees may hereafter sustain, incur, or be required to pay arising out of, or by reason of, any negligent or willful act or omission of the City, its agents or employees, in the execution, performance, or failure to adequately perform the City's obligations pursuant to this Agreement. However, the obligations herein shall be limited to exclude Claims to the extent they are attributable to the negligence or willful misconduct of the District. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minn. Stat. Chapter 466. The provisions of this section shall survive termination of this Agreement.

14. **INDEMNIFICATION BY THE DISTRICT:** The District shall indemnify, hold harmless, and defend the City, its elected officials and employees against any and all liability, loss, costs, damages, expenses (including reasonable attorneys' fees), claims or actions (collectively "Claims") which the City, its officers and employees may hereafter sustain, incur, or be required to pay arising out of, or by reason of, any negligent or willful act or omission of the District, its agents or employees, in the execution, performance, or failure to adequately perform the District's obligations pursuant to this Agreement. However, the obligations herein shall be limited to exclude Claims to the extent they are attributable to the negligence or willful misconduct of the City. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minn. Stat. Chapter 466. The provisions of this section shall survive termination of this Agreement.
15. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
16. **DATA PRIVACY:** All government data maintained by the District or the City shall be handled and maintained by the Party in possession in accordance with the applicable federal, state, and local laws, rules, and regulations governing data including, but not limited to, the provisions of the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act (FERPA), including the limitations and allowance for sharing of data on students and minors.
17. **INTEGRATION:** This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties hereto with respect to such subject matter.
18. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Agreement, unless the elimination of such unenforceable or void term materially frustrates the fundamental purpose of this Agreement.

In witness whereof, the parties have executed this Agreement as of the dates set forth below.

CITY OF SPRING LAKE PARK

Date: _____

Robert Nelson, Mayor

Date: _____

Daniel Buchholtz, Administrator,
Clerk/Treasurer

**INDEPENDENT SCHOOL DISTRICT
NO. 16**

Date: _____

Jeff Ronneberg, Superintendent

Date: _____

Tony Easter, School Board Chair