

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached
 2 amendment to city contract agreement #02-15732-I, which includes an indemnification clause with
 3 Independent School District #625 to provide the School Resource Officer (SRO) Program to extend the
 4 SRO overtime shift by one hour each day during the period of September 7, 2010 through June 30, 2011, a
 5 result of an estimated increase of 180 hours paid costs. A copy of said agreement is to be kept on file and
 6 on record in the Office of Financial Services.

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of: _____

By: De Sade

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

SCHOOL RESOURCE OFFICER (SRO) PROGRAM AGREEMENT # 02-15732-I - FIRST ADDENDUM

THIS AGREEMENT, made this March, day of twenty three, 2010, by and between INDEPENDENT SCHOOL DISTRICT NO. 625, hereinafter referred to as "District", and CITY OF SAINT PAUL POLICE DEPARTMENT, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, the Board of Education of Independent School District No. 625 has by virtue of Board File No. _____, and the City Council, City of Saint Paul has by virtue of Council Resolution No. _____, authorized an agreement providing School Resource Officer (SRO) services to the District;

WHEREAS, the District wishes to extend by the SRO overtime shift by one hour,

Now, therefore, IT IS HEREBY AGREED, by and between the parties, as follows:

1. **General.** All terms and conditions of the original Agreement, Agreement # 02-15732-1, (attached) remain the same except the identified below amendments to include extension by one hour the overtime shift, each day, during the period of September 7, 2010 through June 30, 2011, a result of an estimated increase of 180 hours paid costs. The District agrees to pay City as specified herein to permit the assignment of School Resource Officers and Supervisor(s), all sworn police officers, for law enforcement and educational duties and services to be performed on behalf of the District during the period of July 1, 2010 through June 30, 2011. The Scope of Services for this Agreement is as listed below.
2. **Scope of Services.** The SRO Program has two components:
 - a. *Assignment of Officers:* The City will provide seven (7) School Resource Officers. These personnel will be dedicated to the duties of their school assignments. These personnel will not be removed from the schools, except pursuant to section 6. The City retains the discretion to assign or remove its personnel as SROs and to train, supervise, evaluate, discipline and direct the work of the officers with input from the District SEM Director and the SRO Sergeant. The District shall be included in the interview, selection and assignment process as stated in Appendix A.
 - b. *Basic Services:* The duties performed by School Resource Officers are described in attached Appendix B. SROs are responsible for performance of the duties in accordance with "post orders" as stated in Appendix B. The City will provide each School Resource Officer with a police vehicle, gasoline, and vehicle maintenance. The City will provide a Sergeant that is responsible for the supervision of School Resource Officers and maintaining a working relationship between the City and the School District's Security staff.
3. **Term of Agreement.** This Agreement will cover the period of July 1, 2010 through June 30, 2011 inclusive. Addendum will cover the period of September 7, 2010 through June 30, 2011.
4. **Condition of Employment.** All services and duties performed by the assigned Officers will be within the course of employment by the City. Officers, as City employees assigned under the Agreement, will remain employees of the City and, therefore, are covered by the City's Workers Compensation Program, will be paid by the City, and are entitled to all benefits provided by their employer. Officers assigned under the Agreement will be expected to abide by and are governed by the rules and regulations of the City.

Work Schedule: The City shall establish the hours of work and the days of work for the SRO. However, the City shall schedule officers to work on days and hours on which classes are in session as per the District school calendar. The City agrees to limit vacations to no more than five consecutive school days

during each school year. The City will make every attempt to schedule mandatory Police Officers Standards and Training (POST) certification training during school breaks and/or release days.

5. **Indemnification and Hold Harmless.** Each party will indemnify and hold harmless the other party for actions and representations made by its own employees, officials, agents and representatives, which occur in the performance of the terms of this Agreement or their employment duties and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party or that party's employees, officials, agents or representatives and the results thereof. The liability of the parties shall be limited and governed by provision of the Minnesota Torts Claim Act, Minnesota Statutes Chapter 466, et seq., and other applicable law.
6. **Performance.** Both parties accept full responsibility for performance of the duties outlined herein but neither the City nor the District shall be held responsible for non-performance of its duties or responsibilities under this Agreement if the party's performance was prevented by acts or events beyond the party's reasonable control, including but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil or military emergencies, or acts of legislative, judicial, executive, or administrative authorities. Additionally, each SRO will remain under the City's direction and control, and will be subject to police emergency recalls for service, activation of any Tactical Alert throughout the City, and/or as officer necessities arise elsewhere in the City. Emergency recall/tactical alert/officer necessity decisions are within the City's discretion and are not subject to question or liability under this Agreement.
7. **Data Privacy.** The City and District agree to abide by Minnesota Statutes (Minnesota Government Data Practices Act) as well as any other applicable federal, state, and local laws and ordinances. SROs who provide services to the District pursuant to a contract with the City within the definition of school employee promote the states articulated policy of making schools a safe place for learning. As such the SROs and their immediate supervisor shall have access to the following Campus information: see Appendix A.
8. **Changes.**
 - a. The City or District may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and methods must be agreed to and authorized in writing in advance by the District and City. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly executed by the parties.
 - b. It is understood and agreed that this entire Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter herein.
 - c. If the School District wishes to increase the number of officers, the City may honor such a request at its sole discretion. The School District will fund the total program costs of the additional officers, unless otherwise agreed to in writing by the parties.
9. **Payments and Billings.**
 - a. The District shall make payment to the City in two installments representing 50% of the total amount due. The first payment, for the first half of the fiscal year, will be made on or before December 31, upon receipt of an invoice submitted by the City's police department. The second payment, for the second half of the fiscal year, will be made on or before June 30 of each school year, upon receipt of an invoice submitted by the City's police department.
 - b. The estimated costs for 2010-2011 have been identified in attached Appendix C with the District share not to exceed \$622,338. In all cases, actual costs and not a budget estimate will form the

basis for reimbursement billings to the School District. If at any time during the period of this contract, the City estimates, or has reason to believe, that the final contract billing will exceed \$622,338, they shall promptly notify the District in writing. The District or City shall have the option of suspending this program for the balance of the 2010-2011 school year.

10. **Termination.**

- a. In the event that the SRO program is eliminated for any reason, this agreement will automatically terminate. At that point, services will be billed and paid for using the formula as stated in Section 9. A new agreement must be executed prior to the resumption of the SRO program.
- b. If either party wishes to terminate this agreement, it may do so by providing 30-day written notice to the other party, unless otherwise provided herein. Termination may occur according to a schedule mutually agreed upon in writing by both parties.

11. **Miscellaneous.**

- a. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions of this Agreement.
- b. If a court or government agency with proper jurisdiction determines that any provision of this Agreement is unlawful and rules such provision void, the balance of this Agreement shall remain intact and in full force and effect.
- c. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be the venue of the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.
- d. The assignment of School Resource Officers to the District does not relieve the City of its obligation to provide standard police services to the District nor shall the assignment of SROs to the District be used as a valid reason for Patrol units to refuse to take calls and provide services for the District.

12. **Notices.** Written notices required by this agreement are to be addressed to the following representatives of each party:

City:
City of Saint Paul
Police Department
Commander, Youth Services Section
367 Grove Street
Saint Paul, MN. 55101

District:
Saint Paul Public Schools
Chief Operations Officer
360 Colborne Street
Saint Paul, MN. 55102

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

CITY OF SAINT PAUL

By _____
Mayor

By _____
Director, Department of Finance
And Management Services

By _____
Director, Human Rights and Equal Economic Opportunity

By _____
Police Chief

Approved as to Form:

Assistant City Attorney

INDEPENDENT SCHOOL DISTRICT NUMBER 625

By _____
Chairperson

By _____
Clerk

Approved as to Form:

School Board Attorney

Appendix A

School Resource Officer Program

1. The District shall provide School Resource Officers with office space, telephone, portable radios, and computers. The office space is located inside the senior high schools and shall be suitable for conducting private interviews.
2. The District provide annual in-service training with regard to school policies, practices, procedures, school security plans, emergency operation plans, and expectations of School Resource Officers through instruction and written guidelines.
3. The District shall provide access to student information through "Campus" that includes directory information: parent/guardian, address and phone number, and class schedule. The District will also provide pertinent information to officers working jointly with the District on school related issues.
4. The District shall work with the City to develop a mutually agreeable interview and appointment process for SRO selection.
5. The District will provide a method, agreed upon by the District and the City, for officers to check in and out of their assigned building(s). The District will maintain these records for the purposes of billing and/or officer effectiveness for a period of one year. The District will designate an employee at each site assigned responsible for maintaining these records.

Appendix B

School Resource Officer Program

1. School Resource Officers (SROs) shall work with students to facilitate positive police contacts, to promote positive choices and activities, and to establish rapport and encourage open communications.
2. School Resource Officers shall contribute to maintaining a safe and secure educational environment for all students, staff and visitors in Saint Paul Public Schools.
3. School Resource Officers will conduct foot and squad patrol of the school and grounds checking for individuals loitering or acting in an inappropriate and disruptive manner, maintaining high visibility including being present in the cafeteria, halls and grounds during cafeteria hours, school arrival and dismissal times.
4. School Resource Officers will take appropriate action with regard to criminal activity, actively intervene when she/he observes criminal behavior.
5. School Resource Officers are assigned to the seven traditional senior high schools.
6. School Resource Officers are all Saint Paul police officers, assigned by the Chief of Police, in collaboration with the District. Candidates should ideally have at least 3 years of general police experience. Candidates are asked to submit a letter of interest and resume outlining past professional history including activities involving youth and any specialized youth training candidates may have completed.

Duties of the School Resource Officers:

1. The School Resource Officer will meet as needed with the administrator, teachers and staff of their assigned school, including the principal, asst. principals, counselors, social workers and nurses.
2. School Resource Officers will take part in the PPC (Problem Pupil Committee) process acting as a vital member of this team and as an information conduit. The PPC meeting should commence within the course of the regular school day.
3. The School Resource Officer will take initial offense reports including information reports requested by the school district.
4. The School Resource Officer will also assist with investigations on cases that they initiate or other cases where the suspect or victims are in schools and otherwise unavailable, in an attempt to reduce lost class time.
5. The School Resource Officer will also assist with incidents that take place on school buses, and in other instances that statute deems to be an extension of District property.
6. The School Resource Officer will conduct informational classes for staff on subjects which they have expertise in, including gangs, drugs and the criminal justice system.
7. The School Resource Officer will confer with parents, neighbors and other members of the community and provide materials and expertise as necessary. All after school speeches must be requested through the Community Service Unit's Speaker's Bureau.
8. The School Resource Officer will assist with truancy and other status offenses and recommend actions to reduce delinquency.
9. The School Resource Officer will as they move from school to school also remain cognizant of matters requiring police attention in the neighborhoods and business area near the schools.
10. The School Resource Officer may assist other officers on calls for service in and near the schools and will assist the District with juvenile problems related to the safe and successful operation of school programs by assisting in identifying the locations where students congregate and cause disturbances on and off District property.

School Resource Officers Operating Procedures:

1. School Resource Officers will work from 0700 to 1500 hours, Monday through Friday on days when school is in session as per the District calendar. On days when school is not in session, School Resource Officers will report to their SRO supervisor for assignment location.
2. School Resource Officers will provide monthly activity reports, which summarize their daily activities and include report numbers (CNs), for the SRO supervisor and the District's Security and Emergency Management Manager in a form approved by the City and the District.
3. School Resource Officers report directly to their primary school. The officers are to contact the Juvenile Unit office by phone to check in for the day and to check for messages and mail. School Resource Officers will also sign in with the principal or their designee, of their primary schools when reporting to duty.
4. School Resource Officers will check out with their primary school when they leave the school for an extended period of time. Officers shall check out with the lead clerk either verbally or using a sign out form that the school will develop. ***It is an expectation that School Resource Officers will remain within a reasonable distance of their assigned school/s when carrying out their "post orders".***
5. School Resource Officers shall make all requests for time off (holiday, sick leave and compensatory time) through the Juvenile Unit School Resource Officer Sergeant.
6. School Resource Officers will notify the school principals of any sick leave and additional planned time off.
7. School Resource Officers are not permitted to take any extended vacations while school is in session. Officers are expected to take the majority of their time off on days that school is closed including winter and spring break. Officers are expected to take the balance of their vacation time during the summer break.

Appendix C
School Resource Officer
Fee Estimate

July 1, 2010 through June 30, 2011

<u>Police Officers Salary</u>	<u>2010-2011</u>
Diaz, Ruby	73,785
Kraus, William	75,072
Rost, Cindy	68,243
Shanley, Shawn	73,785
Simmons, Vernon	78,871
Tharalson, Michael	75,072
Thomas, John	78,871
Total Salary	
7 Police Officer FTEs	
+3.5% neg. increase	523,699
Police Officer Fringe Benefits 37.93%	198,639
Total Salaries, Fringe Benefits	
NOT TO EXCEED:	<u>722,338</u>
City of Saint Paul Share	100,000
ISD 625 Share	\$622,338

FIRST ADDENDUM AMENDMENT**September 7, 2010 through June 30, 2011**

Addendum to the 2010 -11 Budget
 For one additional hour

SRO CONTRACT DETAIL - PERSONNEL ADDITIONAL COST

Assigned to SRO	Beginning PP 19 2010 - PP 01 2011		Beginning PP 02 - PP 14 2011	
Diaz, Ruby				
Bi weekly	2,789.08		2,886.70	
Hourly	34.86		36.08	
OT Rate	52.30		54.13	
94 days	4,915.75		5,087.81	
OT Fringes	774.18		801.28	
WC	0.00		0.00	
Subtotal	5,689.94		5,889.09	

Grand Total \$11,579.02

Assumptions

The SRO will worked full week/ 80 hrs biweekly

The SRO will be paid for holiday

The fringe rate of 15.749% for 2010 remains unchanged in 2011

Worker compensation is at 4% not added as per contract

The OT rate is calculated at 1.5 times the hourly straight time rate

The OT is exactly one hr extra per day

The officer negotiated increase is assumed at 3.5%. It was added to salary in 2011 beginning PP 2

The total number OT will be worked in 188 days as per email from Gene Polyak

School Resource Officer (SRO) Program

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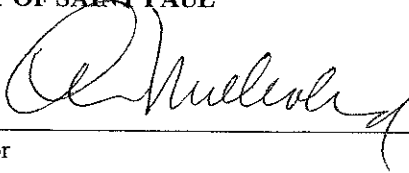
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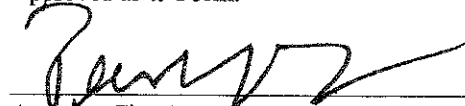
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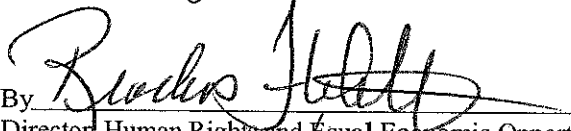
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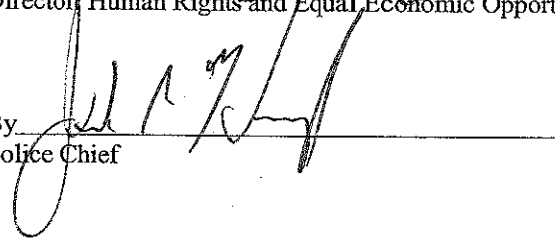
CITY OF SAINT PAUL

By 
Mayor

Approved as to Form:

Assistant City Attorney

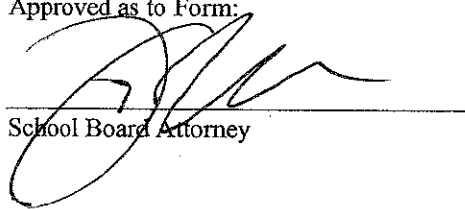
By 
Director, Financial Services

By 
Director, Human Rights and Equal Economic Opportunity

By 
Police Chief

INDEPENDENT SCHOOL DISTRICT NUMBER 625

By 
Chairperson

Approved as to Form:

School Board Attorney

By 
Clerk

Appendix A

School Resource Officer Program

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Appendix C
School Resource Officer
Fee Estimate

July 1, 2010 through June 30, 2011

<u>Police Officers Salary</u>	<u>2010-2011</u>
Diaz, Ruby	73,785
Kraus, William	75,072
Rost, Cindy	68,243
Shanley, Shawn	73,785
Simmons, Vernon	78,871
Tharalson, Michael	75,072
Thomas, John	78,871
Total Salary	
7 Police Officer FTEs	
+3.5% neg. increase	523,699
Police Officer Fringe Benefits 37.93%	198,639
Total Salaries, Fringe Benefits	
NOT TO EXCEED:	<u>722,338</u>
City of Saint Paul Share	100,000
ISD 625 Share	\$622,338