

THIS AGREEMENT, made this _____, day of _____, 2016, by and between INDEPENDENT SCHOOL DISTRICT #625, hereinafter referred to as “**District**”, and CITY OF SAINT PAUL on behalf of its 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;

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

General. 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 services to be performed on behalf of the District during the period of July 1, 2016, through June 30, 2017. The Scope of Services for this Agreement is as listed below.

1. **Scope of Services.** The SRO Program has two components:
 - a. *Assignment of Officers:* The City will provide nine (9) School Resource Officers. These personnel will be dedicated to the duties of their School District assignments. These personnel will not be removed from the School District assignments, except pursuant to section 5. 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. 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.
2. **Term of Agreement.** This Agreement will cover the period of July 1, 2016, through June 30, 2017, inclusive.
3. **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 redline the first two weeks and last two weeks of the District student calendar. The City will make every attempt to schedule mandatory Police Officers Standards and Training (POST) certification training during school breaks and/or release days. The City will make every attempt to provide alternates to fill in the vacant shifts due to SRO absence or scheduled time off.

4. **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.

5. **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. However, with appropriate documentation, the District reserves the right to request removal of an officer from the unit for performance related issues. 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.
6. **Data Privacy.** The City and District agree to abide by Minnesota Statutes chapter 13 (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 state's 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.
7. **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.
8. **Payments and Billings.**
 - a. The District shall make payment to the City in two installments. 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 FY17 has been identified in attached Appendix C with the District share not to exceed \$884,499.47 for FY17. 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 the "Not to Exceed" amount agreed upon, 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 contract school year.

9. 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.

10. 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 venued in a court of competent jurisdiction in Ramsey County, 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.

11. 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
Superintendent
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

Approved as to Form:

By _____
Mayor

Assistant City Attorney


By _____
Director, Department of Finance
And Management Services

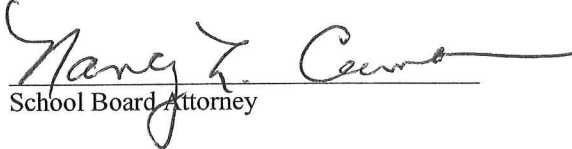
By _____
Director Human Rights and Equal
Employment Opportunity

By _____
Todd Axtell, Chief of Police

INDEPENDENT SCHOOL DISTRICT #625

Approved as to Form:

By  _____
Chairperson

 _____
School Board Attorney

By  _____
Clerk

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 shall be suitable for conducting private interviews.
2. The District in coordination with the Juvenile Unit Commander will 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. This training will occur in the week prior to the first student contact day of the school year 2016-2017. Additionally, the District will provide 16 hours of racial equity training for School Resource Officers.
3. The District shall provide access to student information through “Campus” that includes information the District has designated as “directory information” and student address, home phone number, class schedule, and parent/guardian name. 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. A representative from the school district and a SPPS student designee may submit questions to be used during the interview in the City’s discretion.
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.
6. The District Director of Security and Emergency Management will meet monthly with the Juvenile Unit Commander or designee to increase situational awareness to issues affecting both the City and the Schools.
7. The Juvenile Commander or designee, at least once annually, will conduct a performance review of SROs, which will include feedback from students and school staff. Best practices will be shared with other School Resource Officers serving the District.

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 under state and federal laws, but are not responsible for issuing student discipline under the District's "Student Behavior Handbook: Rights and Responsibilities."
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 and actively intervene when she/he observes criminal behavior. School Resource Officers will involve the school administrator whenever possible.
5. School Resource Officers are assigned to the 7 Secondary High Schools and two mobile positions.
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.
7. School Resource Officers in coordination with the school administration will hold a monthly meeting during the school day with staff and students to increase awareness of issues and concerns received from the school community in addition to updating the students and staff of previously received concerns and issues.

Duties of the School Resource Officers:

1. The School Resource Officer will meet as requested with the administrator, teachers and staff of their assigned school, including the principal, asst. principals, counselors, social workers and nurses.
2. School Resource Officers, upon request from school administration, will take part in the PPC (Problem Pupil Committee) process acting as a vital member of this team and as an information conduit. The Officer should be familiar with the SPPS Rights and Responsibilities Handbook with details about the student code of conduct and consequences for inappropriate behavior. 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, cyber bullying, sexting 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.
11. The School Resource Officer is to be present for student arrival and dismissal during the academic school day.

School Resource Officers Operating Procedures:

1. School Resource Officers will work Monday through Friday on days when school is in session as per the District calendar. School Resource Officers are encouraged to take part in District training during scheduled District professional development days. On days when school is not in session, such as winter and spring break, School Resource Officers will report to their SRO Sergeant 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. Data collected will include daily proactive work and intentional physical (i.e., "hands on") contact with students (such as action involving responses to resistance or aggression including handcuffing or hard empty hand techniques.) The SRO supervisor will provide a separate report, highlighting significant events involving the school to the District's Director of Security and Emergency Management. Reasonable efforts will be made to quantify daily interaction between the SROs and students. This report will be 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 a period of more than 30 minutes. 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. SRO Sergeant will notify the school principals and the SPPS Emergency Command Center of any SRO 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, spring, and summer break. Officers are expected to take the balance of their vacation time during the summer break.
8. School Resource Officers will attend a basic school resource officer training course when courses are available and staffing allows.
9. Juvenile Commander or designee will participate on the SPPS District Wide Task Force for Safe Schools.

Appendix C
School Resource Officer
Fee Estimate

July 1, 2016, through June 30, 2017

Fee will be based on a ten year officer average rate, \$79,273.01, plus fringe benefit, 37.99%, for 9 full time police officers.

Total Salary		
9 Police Officer FTEs		\$713,457.09
Police Officer Fringe Benefits 37.99%		\$271,042.38
Total Salaries, Fringe Benefits		
NOT TO EXCEED:		\$984,499.47
City of Saint Paul Share	\$100,000.00	
ISD 625 Share	\$884,499.47	

The District may request an additional officer at the rates specified above. The City may honor such a request in its sole discretion. The School District will fund the total program costs of the additional officer, unless otherwise agreed to in writing by the parties.