

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

- 1 RESOLVED, that the City of Saint Paul, Police Department requests authorization to enter into the attached agreement with
- 2 Independent School District #625 to provide the School Resource Officer Program to schools in the City of Saint Paul from July
- 3 1, 2011 through June 30, 2014. A copy of said agreement is to be kept on file and on record in the Office of Financial Services.

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of:
Thomas Smith, KAD

By: _____

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

THIS AGREEMENT, made this 21, day of June, 2011, 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;

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

1. **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 duties and services to be performed on behalf of the District during the period of July 1, 2011 through June 30, 2014. 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 ten (10) 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 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, 2011 through June 30, 2014 inclusive.
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. 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 FY12 – FY14 have been identified in attached Appendix C with the District share not to exceed \$ 932,747 for FY12, \$914,763 for FY13, and \$917,736 for FY14. 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.

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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

Approved as to Form:

By _____
Mayor

Assistant City Attorney

By _____
Director, Department of Finance
And Management Services

By _____
Director, Human Rights

By _____
Police Chief

INDEPENDENT SCHOOL DISTRICT NUMBER 625

Approved as to Form:

By *Elena Stewart-Stewart*
Chairperson

[Signature]
School Board Attorney

By *Keith J. Hardy*
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 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.
6. The District Director of Security and Emergency Management will meet monthly with the SRO Sergeant to increase situational awareness to issues affecting both the City and the Schools.

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 and actively intervene when she/he observes criminal behavior.
5. School Resource Officers are assigned primarily to the Secondary Schools, but will respond to elementary schools and bus emergencies as directed by the SRO supervisor.
6. School Resource Officers may be assigned to respond to criminal behavior on SPPS school buses during the days and hours buses are transporting students to and from the schools.
7. 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, cyberbullying, 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.

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. On days when school is not in session, 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. The SRO supervisor can provide a separate report, highlighting significant events involving the school to the District's Director of Security and Emergency Management. 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. 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, 2011 through June 30, 2014

<u>Police Officers Salary</u>	<u>FY12</u>	<u>FY13</u>	<u>FY14</u>
Diaz, Ruby	72,516	72,516	72,516
Kraus, William	73,780	73,780	75,935
Ross, Mark	72,516	72,516	72,516
Rost, Cindy	68,477	70,541	70,541
Simmons, Vernon	77,514	77,514	77,514
Tharalson, Michael	73,780	73,780	73,780
Thomas, John	77,514	77,514	77,514
Estimate Officer #8	72,516	72,516	72,516
Estimate Officer #9	72,516	72,516	72,516
Estimate Officer #10	72,516	72,516	72,516
Total Salary			
10 Police Officer FTEs	733,645	735,709	737,864
Police Officer Fringe Benefits 37.93%	<u>278,272</u>	<u>279,054</u>	<u>279,872</u>
Total Salaries, Fringe Benefits			
NOT TO EXCEED:	1,011,917	1,014,763	1,017,736
City of Saint Paul Share	<u>79,168**</u>	<u>100,000</u>	<u>100,000</u>
ISD 625 Share	932,747	914,763	917,736

***SPPS agrees to pay a one-time cost of \$20,832 for the 3 additional squads put in service for the SRO program. This one-time cost covers maintenance and fuel. This cost will be deducted from the SPPD share for FY12. The SPPD has agreed to contribute the full City share \$100,000 for FY 13 and FY 14.*