SCHOOL RESOURCE OFFICER AGREEMENT BY AND BETWEEN SHAKOPEE INDEPENDENT SCHOOL DISTRICT #720 AND THE CITY OF SHAKOPEE

This agreement made and entered into this 22nd day of January, 2019, by and between the CITY OF SHAKOPEE and SHAKOPEE SCHOOL DISTRICT #720.

GOALS AND OBJECTIVES

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.

2. Maintain a safe and secure environment on campus, which will be conducive to learning.

3. Promote positive attitudes regarding the police role in society and to inform students of their rights and responsibilities as lawful citizens.

A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER

1. The City agrees to provide a total of four (4) School Resource Officers (SRO's) to the district for assignment as needed to the Junior/Senior High Schools and/or the Middle and Elementary Schools for the 2019 calendar year.

2. The City shall select the School Resource Officers and assign one to each school.

3. In the event the SRO is absent from work, the SRO is to notify both his/her police supervisor and the principal at the school to which they are assigned. The City agrees to assign a SRO alternate in case of long-term illness.

4. School Resource Officers shall remain employees of the City and shall not be employees of Shakopee School District #720. The School District and the City acknowledge that the School Resource Officers remain responsive to the command of the Shakopee Police Department.

5. The City shall provide any required clothing, uniforms, vehicles, necessary equipment and supplies for the SRO to perform law enforcement duties. The School District shall provide the School Resource Officers with an office, telephone, and other supplies necessary to perform required duties as outlined pursuant to Section C. of this agreement.

B. HOURS AND SPECIAL EVENTS

1. Each SRO is assigned to a school on a full-time basis. The SRO's shall be on duty at their assigned schools prior to school's start and at school's dismissal, except in cases when the SRO is flexing their schedule to attend a school event outside regular school hours. During regular hours, SRO's may be off campus

performing such tasks as may be required by their assignment (i.e., Court, Training, Arrest).

2. If authorized by his/her supervisor, the SRO shall be present at school special events that occur outside of normal school hours. The City shall be responsible for any overtime pay associated with the SRO's attendance at these events.

3. All School Resource Officers shall wear their duty uniform a majority of the time and carry their duty weapon while at school. A uniform will be worn when the SRO is engaged in teaching and public speaking duties.

C. DUTIES OF THE SCHOOL RESOURCE OFFICER

1. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus, and also address other issues determined important by the principal.

2. The SRO shall present programs on various topics to students. Subjects shall include a basic understanding of law, role of law enforcement, drug awareness, anger management, and the mission of law enforcement.

3. The SRO's are encouraged to interact with students on an individual basis and in small groups.

4. The SRO shall make him/herself available for conferences involving teachers, parents and faculty.

5. The SRO shall be familiar with agencies and resources that offer assistance to youth and their families, and make referrals to agencies when necessary.

6. The SRO shall take law enforcement action when necessary.

7. The SRO shall contact the principal of the school or their designee about his or her actions to make them aware of arrest or crime.

8. The SRO shall notify the principal or their designee before removing a student from school.

9. The SRO can take law enforcement action against intruders and unwanted guests who appear on school property.

10. The SRO shall conduct investigations of crimes, which occur at their assigned schools, and use other resources, if needed, for follow-up investigations.

11. The SRO will turn in a monthly summation report to the SRO supervisor at the end of every month.

12. The SRO shall not be used as a school disciplinarian. If the principal believes an incident is a violation of the law, they may contact the SRO to see if law enforcement action is needed.

13. The SRO shall follow the Shakopee Police Department's Standard Operating Procedures and General Orders when confiscating drugs from students on school property.

14. The SRO shall follow the guidelines of the Minnesota State Statutes, Case Law, School Board Policy and the Shakopee Police Department's Standard Operating Procedures and General Orders in regards to investigations, interviews and searches relating to juveniles.

D. PRIVACY OF PUPIL RECORDS

Both the City and School District agree they will be in compliance with all data privacy laws and rules.

E. RIGHTS AND DUTIES OF SHAKOPEE SCHOOL DISTRICT #720

The School District shall provide to the full-time SRO the following materials and facilities, which are deemed necessary to the performance of the SRO:

1. Access to a temperature controlled and properly lighted private office containing a telephone line to be used for general business purposes.

2. A desk with drawers, a chair and a filing cabinet, which can be locked and secured.

3. Access to a computer terminal or computer hook-up.

The City will supply the officers with the usual and customary office supplies and forms required in the performance of their duty.

F. PROGRAM FUNDING

The School District will fund 33.5% of three officers' annual salary and benefits for the school year, which totals $91,918. The School District will also fund 100% of the fourth SRO's salary and benefits, which totals $121,476. The total program funding amount for the 2019 calendar year totals $213,394 for the School District.

G. INDEMNIFICATION

Except for claims arising out of the willful or negligent act of the other party or its representatives, each party shall indemnify and defend the other party against all claims, expenses, and liabilities incurred, including reasonable attorney fees, related to claims for loss of life, personal injury, and/or damage to property arising out of any occurrence in,

upon or at the School District properties in accordance with the execution of the School Resource Officers' duties under this contract.

H. NOTICE

Any notice, demand, request, or other communication that may or shall be given or served by the parties, shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows: If to the City - Attn: Police Chief, Shakopee Police Department, 475 Gorman Street, Shakopee, Minnesota 55379; and, If to the School District - Attn: Superintendent, 1200 Town Square, Shakopee, Minnesota 55379.

I. DISMISSAL OF SRO

1. In the event the principal of the school that the SRO is assigned to feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall contact the SRO supervisor. Within a reasonable amount of time, after receiving the information from the principal, the SRO supervisor shall advise the Chief of Police of the principal's request. If the Chief of Police desires, the principal and the Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems, which may exist.

2. The Chief of Police may dismiss or reassign a SRO based upon the Shakopee Police Department's rules, Regulations and General Orders.

3. Either party may terminate this agreement upon a sixty (60) day written notice to the other of such termination. In the event of a termination, any payments due shall be prorated.

J. ENTIRE AGREEMENT; AMENDMENTS

This contract constitutes the entire agreement between the parties and no other agreement prior to this agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed and delivered in the presence of:

SHAKOPEE SCHOOL DISTRICT #720, SHAKOPEE, MINNESOTA

_____	_____
Mike Redmond, Superintendent	Chair, ISD #720 Board of Directors
_____	_____
Mayor	City Clerk
_____	
City Administrator	