

**AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES  
BY AND BETWEEN  
OSSEO AREA SCHOOLS, ISD 279  
AND  
CITY OF MAPLE GROVE**

This Agreement by and between the City of Maple Grove (“City”) and Osseo Area Schools-Independent School District Number 279 (“District”) is entered into under Minnesota law.

**PURPOSE:**

The purpose of this agreement is to address the need for the presence of licensed peace officers to provide specific services/roles to Osseo Area Schools and establish a mutually beneficial framework that both schools and law enforcement can work within to achieve shared goals. The intent is to establish and delineate the mission of the School Resource Officer program as a joint cooperative effort between the District and the City of Maple Grove. The partnership is intended to facilitate effective, timely communication and coordination of effort for both the District and the City to promote a safe and positive work and learning environment and to decrease the number of youth formally referred to the juvenile justice system. Additionally, it clarifies the roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between officer, school administrators, school staff and students.

1. **ROLE OF SCHOOL RESOURCE OFFICER (“SRO”).** The SRO program is designed to fulfill three roles:
  1. Provide law enforcement, promote crime prevention, and ensure safety within District schools and property;
  2. Foster a positive school environment; and
  3. Provide instruction/guidance to students in law enforcement and justice.

**Provide law enforcement, promote crime prevention, and ensure safety within District schools and property**

SROs are responsible for law enforcement incidents occurring in the school. Parents/caregivers, students, teachers and other school personnel should bring complaints about student misbehavior to school administration rather than the SRO. A determination of whether an incident raises to the level of a law enforcement activity, when reasonable, should be made in consultation with a school administrator. While law enforcement is one of the roles of an SRO, officers responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. However, the SROs discretion to act remains the same as that of any other peace officer. SROs may also serve as members of school threat assessment teams and assist in monitoring students as well as determining the need, if any, for law enforcement action. Crime prevention activities include foot patrols, monitoring areas known for criminal activity, speaking with staff on reducing opportunities for crime, analyzing crime patterns, investigating crimes, and general patrol efforts. SROs are critical members of the school Building Crisis Response Team (BCRT) for emergency preparation, planning, and response.

**Foster a positive school environment**

SROs are expected to foster a positive school environment through relationship building. SROs will engage in various activities, in consultation with school administration, teachers, and students. SROs will strive to build a school culture of open communication and trust between and among students, families, and staff. SROs will focus on getting to know students, act as a role model, and to work with staff and administration to identify students that may be facing challenges and in need of additional resources to be successful.

**Provide instruction/guidance to students in law enforcement and justice**

SROs should participate in the school community by becoming a member of the educational team where appropriate and by representing the law enforcement community to build positive relationships with youth, their families, and school staff. Whether talking to students in the hallways to build positive relationships or delivering a presentation in the classroom, SROs are embedded within the fabric of the school. SROs are to be proactive in seeking and creating opportunities within the educational setting. School administrators are encouraged to leverage this resource.

2. **SRO EMPLOYED BY CITY.** Each SRO is and shall remain an employee of the City. Nothing in this Agreement is intended or should be construed as creating or establishing an employment relationship between the District and an SRO. The City shall employ, in accordance with applicable state statutes, a police officer or officers to serve as an SRO(s) in District school(s). The selection and assignment of such officer(s) shall be at the discretion of the City and in consultation with the District. The City shall assume all obligations and payments with regard to such officers' salaries and benefits including worker's compensation, PERA, and withholding taxes. The District will compensate the City for these services as provided in this Agreement. The City will pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. The City acknowledges that it and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise from the District. Through this agreement, the City and its employees have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. The City will be solely responsible for the acts of its employees and agents.
  
3. **TERM OF CONTRACT.** The term of this contract shall be from July 1, 2023 to June 30, 2026, unless terminated by either party in accordance with Paragraph 19 of this Agreement.
  
4. **FUNDING.** For and in consideration of the provision of an SRO(s) service in accordance with the terms of this Agreement, the District agrees to pay the following amounts per SRO to the City by September 15 of each year of this Agreement. A 4% inflationary increase is included in year two and three of the contract.
  - 2023-2024 school year rate per officer: \$75,553
  - 2024-2025 school year rate per officer: \$78,575.10
  - 2025-2026 school year rate per officer: \$81,718.10

5. **INVOICING.** The police department shall provide the Assistant Director of Risk Management one invoice per school year itemized for each school building. The District shall receive this invoice no later than August 15.
6. **ADMINISTRATION RESPONSIBILITIES.** Law enforcement services rendered to the District shall be at the sole direction of the City. Standards of performance, discipline of the assigned officer, and other internal matters shall be under the authority of the City. If requested by the City, the District shall provide the City with an appraisal of the City's services.
7. **SCHOOL YEAR REPORTING.** An SRO must report monthly to the school principal and District risk management on school-based arrests, referrals to law enforcement and diversions. The District and the City shall collaborate on the criteria to be reported prior to the start of each school year.
8. **PROGRAM ASSESSMENT.** The SRO Program will be assessed annually, and the evaluation will be conducted jointly between the police department and the District. By June 30 of every year, the police department shall provide the District a report from the previous school year. The following areas, at a minimum, will be used to evaluate the program:
  - Overview of the police department's school resource officer unit
  - Training attended
  - Training conducted
  - Meetings attended
  - Statistics, arrests/referrals
  - Highlights and accomplishments

Each officer's effectiveness in the program will be discussed at the end of each school year in a joint meeting between the police department and the school District. The District and the police department will discuss program effectiveness. This may include a recommendation by the District to the City Chief of Police that an officer maintains their current school assignment, an officer is moved to another District school determined to be a better fit for both officer and the District or that an officer not be assigned to any District school. If during the school year there is a concern with the effectiveness of the SRO program, the District, Chief of Police, and site principal/administrator shall meet and confer to determine the best course of action. This may include any of the actions described above.

9. **SELECTION OF SCHOOL RESOURCE OFFICER.** When an SRO position becomes open at a District school, District officials are required to participate in a formal interview process conducted by the police department, regardless of the number of candidates. At a minimum, an administrator from the school/site the SRO is to be placed, as well as a representative(s) from the District Risk Management department, shall attend the interview to provide feedback to the police department. Additional selection criteria (police department bargaining contract, seniority, etc.) will be established by the police department. The police department may temporarily assign an investigator or police officer as an SRO in the absence of the assigned SRO for up to 30 school days.
10. **TRAINING OF SCHOOL RESOURCE OFFICERS.** All officers assigned as SROs will complete training as required by their department as well as the Minnesota P.O.S.T. In addition, all SROs shall complete training specific to their role as a SRO within one-year of

appointment to the role. The District's preferred SRO training is the basic school resource officer course offered by the National Association of School Resource Officer (NASRO). Training costs will be covered by the police department. When a new SRO is placed in a school, the district will provide training on district owned systems the SRO will use. The District will also provide SROs additional appropriate training and opportunities to participate in professional development on topics relevant to the school setting and working with students. Such topics may include (but are not limited to); restorative processes; equity foundational training; trauma informed practices; working with students with disabilities and special needs; and social emotional learning and positive behavioral intervention supports (PBIS). The District will cover any costs associated with school provided training. Principals and assistant principals at schools where SROs are assigned must complete one hour of training each year on the role of school administrators as it relates to the role of the SRO. The school District is responsible to ensure that principals are trained.

11. **SRO SCHEDULING.** By August 15 of each year, the District Assistant Director of Risk Management, school administration, in collaboration with the department's SRO supervisor, will determine the hours of SRO coverage at each school. A coverage schedule will be provided to the District, site administration, the SRO, and their supervisor each school year.

Time spent on emergency calls and police training not associated with the school District shall not be considered to be time spent as an SRO. Time in excess of eight hours per day shall be paid by the City according to the officer's employment contract with the City, providing such additional time has been approved in advance by the City. Blanket approvals will not be accepted. District requests for police services outside of the school day (athletic events, school dances, commencement, etc.) will be requested by submitting a police department contract police service agreement.

In the event the SRO is absent from work, the SRO or SROs supervisor will notify the school principal and the Assistant Director of Risk Management as well as enter this information on a shared calendar that can be accessed and viewed by the District, site administration, the SRO, and their supervisor. In the event of any SRO absence, the District and the department will collaboratively determine if the temporary placement of another officer assigned as an SRO to a school is warranted. In the event an SRO is physically absent from their school duties for five (5) or more consecutive days, the department will work with the District to, as soon as practical, but no more than ten (10) days after the first day of absence, provide a replacement officer to fill the role of the absent SRO until such time as the SRO returns to their assignment or is replaced by another SRO. If the department is unable to provide a replacement SRO in this timeframe, the District will deduct the prorated cost based on the number of days over five (5) the SRO is absent.

12. **DUTIES OF OFFICER.** The list of basic duties and work schedule of each SRO shall be cooperatively developed between the District and the City. The District Assistant Director of Risk Management may request, on behalf of the District, assignments of SROs to specific District buildings and the City will use its best efforts to comply with such requests.

Basic duties of the SRO will include but are not limited to:

1. To enforce criminal law and protect students, staff and visitors from criminal activity.

2. Foster mutually respectful relationships with students, families and staff to support a positive school climate.
  3. Provide information concerning questions about law enforcement topics to students and staff.
  4. Provide classroom instruction on topics including but not limited to, law enforcement practices, conflict resolution, personal and school safety strategies, crime trends and responses.
  5. Handle initial police report of violent crimes committed at the school.
  6. Take enforcement action on criminal matters when appropriate.
  7. Coordinate investigative procedures between police and school administrators.
  8. Prepare lesson plans as necessary for instruction provided.
  9. Actively participate in emergency drills and the planning of drills.
  10. Participate in District SRO meetings and the District Risk and Emergency Management Advisory Committee as requested.
  11. Collect data on SRO activities (arrests, referrals, etc.)
13. **SRO ROLE IN SCHOOL POLICY VIOLATIONS.** School administrators and staff are responsible for school discipline. Although SROs are expected to be familiar with District and school rules and their application, SROs should not be involved with the enforcement of school rules or disciplinary infractions that are not violations of the law or that do not constitute a significant threat to health and safety. SROs should not intervene unless the situation directly affects the imminent threat to the health, safety, wellbeing of another person.
14. **PRIVACY OF PUPIL RECORDS.** In accordance with the District's Protection and Privacy of Pupil Records Policy, No. 515, and consistent with the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 C.F.R. Part 99) and the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13 and MN Rules Part 1205, the Confidentiality of Information Section of the Individuals with Disabilities Education Act (34 C.F.R Parts 300.610-.627) the Health Insurance Portability and Accountability Act (HIPPA) (45 C.F.R Parts 160, 162 and 164) and the Records Retention Act (M.S. 138.17), a police officer shall be deemed to be a school official when performing the duties and responsibilities of the SRO. As such, the SRO and the City certify and agree that all data created, collected, received, stored, used, maintained, or disseminated by the SRO must comply with the Family Education Rights and Privacy Act, the Minnesota Government Data Practices Act, the Health Insurance Portability Act and the Records Retention Act.
15. **CLOTHING, EQUIPMENT, AND SUPPLIES.** The City shall provide any required clothing, uniforms, vehicle, necessary equipment, and supplies for its officers to perform law enforcement duties provided pursuant to this Agreement.
16. **DISTRICT SUPPLIED ITEMS.** The District will provide SROs access to an office that allows for security and privacy. The office must include, but is not limited to, a telephone, desk, chair, lockable filing cabinet, a computer, and monitor(s). The District will also provide a portable two-way radio to enable the SRO to communicate directly with school administration.
17. **SCHOOL CALENDAR.** The District shall provide the City with a school calendar. The City will provide the services of its respective SROs one week prior to the start of the school year through the last day of school. On days where there is a City holiday but the school district is

in session, the City will provide a police officer in schools where an SRO is assigned at no additional cost to the District.

- 18. **TERMINATION.** Any party may terminate this Agreement upon thirty (30) days written notice to other party. All payment due hereunder shall be prorated in the event of such termination.
- 19. **SERVICE TO SCHOOLS.** The City will provide a total of five (5) SROs under the terms of this Agreement. One (1) SRO will be assigned to each of the four (4) schools and one (1) SRO will be assigned as a flex SRO to the listed schools below. The following schools shall receive SRO services in accordance with paragraph 12 herein and under the terms of this Agreement:

Maple Grove Middle School	7000 Hemlock Lane Maple Grove MN 55369	763-315-7600
Maple Grove Senior High	9800 Fernbrook Lane N Maple Grove MN 55369	763-391-8700
Osseo Middle School	10223 93rd Ave N Osseo MN 55369	763-391-8800
Osseo Senior High	317 2nd Ave NW Osseo MN 55369	763-391-8500

- 20. **COMPLIANCE WITH THE LAW.** The City and the District agree to and shall abide by, conform to, and comply with all of the laws, rules, and regulations of the United States, the State of Minnesota, and the City including specifically Minn. Stat. § 16C.05, subd. 5 governing retention of records pertaining to this contract and the Minnesota Government Data Practices Act requirements for private data on individuals.
- 21. **SCOPE.** It is agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
- 22. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute the same instrument.

The parties agree to the terms of this Agreement as evidenced by their signatures below.

CITY OF MAPLE GROVE

OSSEO AREA SCHOOLS, ISD 279

\_\_\_\_\_  
Mark Steffenson, Mayor

\_\_\_\_\_  
TBD, Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Heidi Nelson, City Administrator

\_\_\_\_\_  
TBD, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date