

Document A

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 hereinafter referred to as the “School District”, and the CITY OF DULUTH, hereinafter referred to as “City”.

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 126C.44, a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

ARTICLE I

SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES

1. For the purpose of this Agreement, the term “school resource officer” (SRO) shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.1. The school resource officer will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children’s and the community’s needs and problems. The SRO will emphasize the importance of building relationships with students, staff, and parents in order to create a safe learning environment for all.

1.2. The duties of the school resource officer include the following:

a. SROs will not have responsibility for enforcement of school discipline.

b. Actively promote the goals and mission statement of the Duluth Police Department as well as ISD 709 provided they don’t conflict.

- c. Promote and participate in the Department's community policing efforts.
- d. Conduct preliminary and follow-up investigations, to include interviews, collection of evidence, prepare and serve warrants, and submit cases to the St. Louis County Attorney's Office for juvenile prosecution.
- e. Work in cooperation with agencies that serve juvenile justice needs, to include government and supportive service agencies.
- f. Work with entities outside the school to resolve issues involving juvenile behavior.
- g. Serve as a resource to staff, administration, parents and students regarding juvenile justice issues. Be a resource for students who may need help for any reason. This may include speaking or presenting to a class or other venues on topics relating to school safety and student welfare.
- h. Participate in student and family orientation programs, School conferences, and other events mutually beneficial to fostering relationships in the school environment.
- i. Meet or participate in student-focused teams in school.
- j. Respond to requests to present in classrooms.
- k. Participate as a school staff member in school meetings and trainings.
- l. Make referrals to the appropriate community service agencies or school personnel when the SRO is made aware of information or observes conditions that jeopardize the welfare of students.
- m. When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family, consulting with probation, social services, Juvenile Detention Alternatives Initiatives (JDAI) community coaches, or other appropriate organizations. Other courses of action to punitive measures may also include school, or community-based restorative programs.
- n. Establish a close association with youth who have committed delinquent acts to reduce recidivism.

- o. Monitor runaway reports, and take action when appropriate. Make referrals to the appropriate human service agencies.
- p. Conduct investigations within the school and surrounding community, both criminal and other, as deemed necessary by the Police Department or between the Police Department and school personnel by mutual agreement.
- q. Investigate cases as assigned by the Police Department. These cases will vary in number and complexity thereby requiring flexibility in the hours that the officer works and requiring a freedom to leave the school building at various times.
- r. In the instance of law violations, serve in the normal police officer capacity. That is, the officer has the obligation to protect life, limb and property; to prevent crime; to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing, to orient activities toward rehabilitation and correction.
- s. Continue as a member and employee of the Police Department of the City of Duluth and will operate under the direct administration and supervision of the Police Department. Work in cooperation with school administrators towards mutually agreed upon goals involving the Police Department, the School District, and the students. The SRO shall not have disciplinary authority within the school.

ARTICLE II

FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM

2. The parties agree that, notwithstanding the date of execution, this Agreement shall commence on the Friday before certified staff return to school at the beginning of the 2022-2023 school year and will continue through the end of the 2022-2023 school year, terminating on Thursday, June 8, 2023. The parties further agree that during the life of this Agreement the number of school resource officers employed pursuant to this contract may be adjusted upward or downward by mutual consent of the parties.

2.1 During the term of this Agreement, school resource officers shall be made available to the School District on student contact days based on the approved school calendar, plus four (4) days as designated by the building Principal before or during the school year. In the event of an individual absence, backup SRO officers from other

buildings will be utilized as mutually agreed upon by DPD and Secondary School Principals. In the event of a snow day declared by the School District, the SRO does not have to report to the designated building.

2.2 School District agrees to pay to City for a total of four (4) school resource officers in the amounts set forth below during the term of this Agreement in accordance with the following schedule:

*Year 2022-2023 rate per officer is \$74,097.50 and \$296,390.00 total reimbursement.

a. Fifty (50) percent of the total amount is due and owing on September 1, 2022; and

b. Fifty (50) percent of the total amount is due and owing on February 15, 2023.

c. The City agrees to provide an invoice for payments specified in this Article. All payments received under Paragraph 2.2 above shall be deposited in City Fund Number 110-160-1610-4261.

ARTICLE III

RESPONSIBILITY OF SCHOOL DISTRICT

3. The School District shall be responsible for the following duties and/or services:

a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff and student body.

b. Provide a private office, desk, telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis.

c. Require its principals to coordinate the efforts of the school resource officer within the schools.

d. Provide time/opportunities for SRO interaction at the elementary level.

e. Provide advance notice of after-school events the SRO is requested to attend in order to flex the SRO schedule.

f. Provide opportunities for educational-specific training that would

benefit the SRO in a school setting.

- g. Participate in the interview process for new SROs.

ARTICLE IV

RESPONSIBILITY OF CITY

- 4. The City shall be responsible for the following duties and/or services:
 - a. Provide school resource officers to the school district in the middle and secondary schools in the numbers as agreed to in Paragraph 2, above.
 - b. Assign each of the school resource officers using a team approach which allows for better coverage during each school year. Assignments and hiring shall be at the discretion of the Chief of Police or the Chief's designee, in collaboration with the building Principal and/or the Principal's designee.
 - c. Provide Police Department equipment needed by the school resource officer to perform necessary functions.
 - d. Provide training and education within the scope of the Police Department of the City.
 - e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department or in the event a school resource officer's absence extends beyond five consecutive days.
 - f. The City will collaborate with the building Principal and/or the Principal's designee on the annual performance review of assigned SROs.
 - g. Newly assigned SROs will attend SRO-specific training such as NASRO Basic SRO Course.

ARTICLE V

JOINT RESPONSIBILITIES

- 5. The City and ISD shall both be responsible for the following:
 - a. Conduct yearly performance evaluations of the SROs with input from school administrators.
 - b. Annual evaluation of the SRO program. SROs will have a flexible

schedule during the school day to attend after-school events.

c. Establish process between school administrator and the police department to address concerns and complaints.

d. Each SRO will participate in monthly or quarterly meetings at their site to review data about criminal acts to the extent the data are accessible to the schools in accordance with applicable law, including but not limited to delinquency provisions of the Juvenile Court Act and the Minnesota Government Data Practices Act.

ARTICLE VI

INDEMNITY AND HOLD HARMLESS

6. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved, modified, altered, or developed by the City or otherwise) or any activities sponsored by the City taking place on any such property, structures or equipment.

6.1 The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the School District taking place on any such property, structures or equipment.

6.2 The indemnity provisions of Paragraph 5 shall not apply to any liability incurred by the School District as a result of any wrongful or tortious acts of the School District, its officers, agents or employees.

6.3 The indemnity provisions of Paragraph 5.1 hereof shall not apply to any liability

or expenses incurred by the City as a result of any wrongful or tortious acts of the City, its officers, agents or employees.

6.4 The parties hereto agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.

6.5 In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

ARTICLE VII

GENERAL PROVISIONS

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

7.1 This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

7.2 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

7.3 This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

7.4 The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

7.5 Notice to City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to Duluth Chief of Police, 2030 N. Arlington Avenue, Duluth, Minnesota 55811. Notices to School District shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to ISD 709, Director of

Business Services, 4316 Rice Lake Road, Duluth Minnesota 55811 or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

7.6 This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement.

7.7 For purposes of this Agreement, a telecopy or facsimile document and signature shall be deemed as, and shall serve as, an original Agreement and signature.

7.8 This Agreement, along with any attached exhibits, embodies the entire understanding of the parties and there are no further or other agreements, permits, or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

7.9 The understandings of Paragraph 6.8 above shall also extend to any uncommunicated expectations the parties may have and not specifically mentioned in this Agreement.

[Remainder of this page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO.
709

By: _____
Mayor

By _____
Chairman

ATTEST: _____
City Clerk

ATTEST: _____
Clerk

DATE:

Countersigned:

City Auditor

Approved as to form:

City Attorney



EXHIBIT A

DULUTH POLICE DEPARTMENT

JOB SPECIFICATIONS

SCHOOL RESOURCE OFFICER

I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people and to develop and maintain a cooperative relationship with the Duluth School District.

II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Juvenile Services Unit Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs

III. DUTIES AND RESPONSIBILITIES:

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

- Actively promote and support the goals and mission statement of the Duluth Police Department;
- Promote and participate in the Department Community Policing effort;
- Operate under the direct administration and supervision of the Duluth Police Department;
- Conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:
 - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
 - collect and preserve evidence and provide for its identification and analysis;
 - prepare and serve search warrants and arrest warrants when needed;
 - complete written reports; and
 - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department

- Work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe School Healthy Students Partners, detention and shelter facilities;
- Process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;
- Work with residents, businesses, students, and staff to identify and resolve unique neighborhood/school problems and issues;
- Serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.
- When available, respond to teachers' requests to speak to classes;
- Perform public relations activities as requested by the Duluth Police Department and the Duluth School District;
- Serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;
- Meet or participate in student focused teams at the school;
- Check school grounds for loiterers and take appropriate action;
- Make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;
- When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family members, consulting with probation, social services or other appropriately responsible organizations.
- Work with school staff, offenders, victims and parents to resolve conflicts and help students develop conflict resolution skills.
- Speak with classes to educate them about what your responsibilities are to help them understand police can provide other services other than arrests.
- Establish a close association with youth who have committed delinquent acts to decrease recidivism;
- Identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- Monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.
- Assist with the School Safety Patrol and DARE Programs.