

# 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 124.912, Subdivision 6, 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" 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.

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

a. Strive to develop a better understanding within the school system of the law enforcement process.

b. Confer with parents, students, neighbors, school personnel and other members of the community regarding pre-delinquent behavior.

c. Identify problems focused on children by inspecting the school area, grounds and property while being watchful for loiterers and suspicious persons or

automobiles; by frequently visiting high-delinquency areas for law violators; and by observing matters conflicting with the best interests of the students.

d. 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.

e. 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.

f. 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.

g. 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 school resource officer shall not have disciplinary authority within the school.

## ARTICLE II

### FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM

2. The parties agree that during the life of this Agreement the number of school resource officers actually employed pursuant to this contract may be adjusted upward or downward by mutual consent of the parties. The parties agree to meet on an annual basis on or before April 1 of each year of this agreement to review the number of officers to be employed for the next upcoming school year.

2.1 School resource officers shall spend approximately sixty-two (62%) percent of their time (annually) working directly on school district issues as identified in Paragraphs 1.2 a,b,c, above. (This represents 36 weeks with approximately 90 percent availability which equals 32.4 weeks).

2.2 School District agrees to pay to the City per school resource officer for a total of four (4) school resource officers during each year of this two-year agreement in accordance with the following schedule:

\* Year 2018-2019 rate per officer is \$ 61,142.41 and/or \$244,569.64 total reimbursement.

\* Year 2019-2020 rate per officer is \$ 62,976.68 and/or \$251,906.72 total reimbursement.

a. Fifty percent (50%) of the total amount to be paid during any year of this agreement is due and owing on June 15<sup>th</sup> of each year of the agreement.

b. Fifty percent (50%) of the total amount to be paid during any year of this agreement is due and owing on December 15<sup>th</sup> of each year of the agreement.

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.

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 shall be at the discretion of the Chief of Police or the Chief'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.

ARTICLE V  
INDEMNITY AND HOLD HARMLESS

5. 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.

5.1 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.

5.2 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.

5.3 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.

5.4 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.

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

## ARTICLE VI GENERAL PROVISIONS

6. Regardless of the date of attestation, this Agreement shall commence on June 7, 2018 and be in effect for two years commencing on June 7, 2018 and ending on June 6, 2020. Either party may terminate this Agreement by providing six months written notice to the other of its intention to terminate this Agreement.

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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, 215 N 1<sup>st</sup> Ave East, Duluth Minnesota 55802 or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

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

6.8 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.

6.9 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.

6.10 The understandings of Paragraph 6.9 above shall also extend to any uncommunicated expectations the parties may have and not specifically mentioned in this Agreement.

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