SOUTH WASHINGTON COUNTY SCHOOLS
SCHOOL BOARD
7362 East Point Douglas Rd S.
Cottage Grove, MN 55016

ADMINISTRATIVE REPORT

DATE:	August 17, 2021
TOPIC:	5.10 – Approval of SRO Agreement with City of Cottage Grove
PRESENTER:	Dan Pyan – Director of Finance and Operations
REFERENCE TO POLICY/STATUTE:	701 School District Budget

A. **PURPOSE OF REPORT**

a. South Washington County Schools utilized School Resource Officers at its three High Schools and four Middle Schools. The SRO's are police officers in the cities of Cottage Grove and Woodbury.

b. During the budget adjustment process, the Board approved the reduction of one SRO who served Cottage Grove Middle School and Oltman Middle School, as well as another SRO at Lake Middle School and Woodbury Middle School in Woodbury.

c. The change in services requested necessitated the need for a new contract with the City of Cottage Grove, which is attached.

B. **RECOMMENDATION**

a. Approve the agreement with the City of Cottage Grove to provide for school resource officer programs at public schools within the city.

AGREEMENT BETWEEN THE CITY OF COTTAGE GROVE
AND INDEPENDENT SCHOOL DISTRICT No. 833
TO PROVIDE FOR SCHOOL RESOURCE OFFICER PROGRAMS
AT PUBLIC SCHOOLS WITHIN THE CITY

THIS AGREEMENT, entered into this _____, 2021, ("Execution Date") by and between the CITY OF COTTAGE GROVE, a Minnesota municipal corporation ("City") and the INDEPENDENT SCHOOL DISTRICT No. 833, a political subdivision of the State of Minnesota ("District"), is made in light of the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Minnesota.

B. District is a political subdivision of the State of Minnesota located in Washington County, Minnesota, and is organized and exists pursuant to the laws of the State of Minnesota and is authorized to enter into this Agreement pursuant to the laws of the State of Minnesota.

C. District desires certain police officer services available through the Cottage Grove Public Safety Department (the identified Services are described in Exhibit A and are referred to collectively as the "Services").

D. City employs sworn peace officers specially trained, experienced and competent to provide the Services and City is willing to provide Services to District on the terms and in the manner provided in this Agreement.

AGREEMENT

NOW THEREFORE, City and District agree as follows:

1. TERM

The term of this Agreement shall commence on September 1, 2021, and terminate on December 31, 2025, unless terminated as specified in Section 7.

2. CITY SERVICES

a. Services - General. City will provide sworn peace officers from the Cottage Grove Public Safety Department to serve the function as School Resource Officers ("Officers"). The Officers shall perform Services under the supervision and control of the City Public Safety Director. The type and manner of performance of the Services, materials used for education, and programming shall be as authorized by the City Public Safety Department.

b. Services - Specific City shall perform those Services outlined in the attached Exhibit A at the schools identified therein. In addition:

i. City shall establish and maintain a liaison between District personnel, Cottage Grove Public Safety Department personnel, and elements of the juvenile justice system.

ii. The Officers shall serve as a resource to District employees such as administrators, faculty and security personnel as well as students and their guardian(s) on all law enforcement-related issues including crime prevention and investigations.

c. Services - Discretionary. City may, in the sole discretion of the Officer and/or his/her supervisor, perform the following services:

i. Conduct patrol activity in and around the designated schools.

ii. Conduct preliminary and follow-up investigations of crimes that occur on or near the designated schools.

d. Services - Security. The Services performed by Officers pursuant to this Agreement are not intended to be a substitute for or replace those security services needed or provided by existing District security personnel.

3. DISTRICT DUTIES

In addition to other duties specified in this Agreement, District shall do the following:

a. Staff Liaison. District will designate a staff member to serve as liaison to the Cottage Grove Public Safety Department to facilitate communication between District personnel and the Officers and coordinate the Officers' activities with District activities and events.

b. District Personnel - Cooperation. District personnel shall cooperate with the Officers to facilitate his/her performance of Services pursuant to this Agreement.

4. OPERATIONAL PROCEDURES

City shall provide Officers to District for the Services outlined in Exhibit A as follows: one Officer at Park High School for 40 hours per week during the school year. City shall use its best efforts to ensure that the same person provides Services to the same school except when he/she is on paid leave or otherwise absent. Subject to provisions of relevant City personnel policies or labor agreement, City shall use its best efforts to schedule Officers so that at least one (1) of the Officers is on duty each day that school is in session.

5. FUNDING

a. Funding of Personnel. For the Services, District shall pay the City seventy five percent (75%) of the total compensation paid to each Officer during the school year, approximately nine (9) months, from the first day of the school year until the last day of the school year. City shall train, equip, provide transportation, and all materials for Services under this Agreement. The term "total compensation" includes salary, benefits and overhead as those exist on the Effective Date and as modified from time to time during the Term of this Agreement. These amounts shall be annually adjusted to take into consideration wage rates and overhead adjustments for Public Safety Department's services implemented by the City. The City shall notify District on or before December 31st of each year as to the increases to be implemented for the following year's services.

b. District Payments. District shall pay the City in one (1) annual installment, which shall be billed by the City in June of every year for the preceding school year's Services. Such invoice shall be due and payable within thirty (30) days after receipt of the invoice. The first invoice shall be issued in June 2022 and shall continue in June each year thereafter for the Term of the Agreement.

6. SPECIAL PROVISIONS

a. Selection of Officer(s). The Public Safety Director will determine those individuals best suited for the assignment and advise the District of the assigned Officers. The Public Safety Director shall consider input from the District as to the selection of the Officers, but the Public Safety Director's decision shall be final.

b. Special Events. The School Resource Officer Program shall not supplant or alter any existing District practice of hiring Cottage Grove Public Safety Department personnel for the purpose of policing special events. However, if the District has requested the Officer's presence at an event or requested supplemental services to be provided by the Officer, he/she may be used as one officer hired to police a special event at his/her assigned school. Such use shall not be considered as Services pursuant to this Agreement, unless otherwise agreed to by the Parties.

7. TERMINATION

Either party may terminate this Agreement upon ninety (90) days advanced written notice of such termination. Termination of this Agreement shall not void the provisions of Paragraph 8 herein which shall remain effective.

8. INDEMNIFICATION

a. District Obligations. District agrees to defend, indemnify and hold City, its elected and appointed officials, officers, and employees harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with the District's negligent performance of this Agreement. District assumes workers'

compensation liability for injury or death of its officers, agents, employees and volunteers, and assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the City.

b. City's Obligations. City agrees to defend, indemnify and hold District, its officer, agents, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with City's negligent performance of this Agreement. City assumes worker's compensation liability for injury or death of elected and appointed officials, officers and employees and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of the District.

c. Limit of Liability. Nothing contained herein shall be deemed a waiver by the City or District of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by a third party shall be subject to any governmental immunity defenses of the City and District and the maximum liability limits provided by Minnesota Statute, Chapter 466.

9. AMENDMENT; ASSIGNMENT

This Agreement may not be amended, assigned or transferred by either Party without the express written consent of the other Party.

10. NOTICE; REPRESENTATIVES.

The City and District have designated the following representatives to receive notices and act in their agency's behalf in the administration of this Agreement.

City: City of Cottage Grove
Attn: Public Safety Director
12800 Ravine Parkway S.
Cottage Grove Minnesota 5.5016

District: Independent School District No. 833
Attn: Superintendent
7362 E. Point Douglas Road
Cottage Grove, MN 55016

11. NO THIRD-PARTY BENEFICIARY

This Agreement, including, but not limited to the indemnification provisions, is for the benefit of the Parties only and does not create, no is it intended to create, any benefit or liability to third parties.

12. SCOPE.

It is agreed that the entire agreement of the parties is contained herein and this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may not be altered, changed, or amended except by an instrument in writing, signed by all parties.

13. BINDING AGREEMENT.

The parties mutually recognize and agree that all terms and conditions of this Agreement shall be binding upon the parties and the successors and assigns of the parties.

14. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed.

CITY OF COTTAGE GROVE

_____
Myron Bailey, Mayor

_____
Joseph Fischbach, City Clerk

INDEPENDENT SCHOOL DISTRICT No. 833

_____
Name:
Chair

_____
Name:
Clerk

EXHIBIT A

COTTAGE GROVE POLICE DEPARTMENT
POSITION DESCRIPTION

Position Title: School Resource Officer

Department: Police

Reports To: Detective Sergeant and Captain

Revised: May 2021

Primary Purpose of the Position:

The School Resource Officer (SRO) assists in carrying out the mission of the Police Department (Department) by employing community policing strategies to foster effective working relationships with educational staff, students, parents and other community members in order to help provide a safer and more orderly school environment in which educators are free to devote their time to teaching and students have greater opportunities to learn. As an on-site public safety specialist trained to not only provide an immediate response to life-threatening situations but also to ensure that laws are enforced when illegal activities occur, the SRO helps provide for the day-to-day safety and security of the school community. The SRO addresses crime and disorder problems and focuses attention on gangs and drug activities occurring in and around the schools. The SRO takes action with students, intruders and unwanted visitors to maintain safety and order.

Major Position Functions:

- Works in partnership with District and school staff to address student, parent, visitor, staff, and safety issues that may arise.
- Responds on or off duty to police calls and emergencies as directed.
- The School Resource Officer is an employee of the City of Cottage Grove and acts in accordance with all police department policies and procedures. The SRO reports to a police department supervisor and is subject to the Department's chain of command.
- Participate in ISD833's threat assessment process as requested by the District and contribute to improvements in that process.
- The SRO is first and foremost a police officer and as such assumes primary responsibility for handling all calls for service at his/her assigned school and coordinates the response of other police resources to the school.

- Investigates and takes enforcement action on crimes and disorder problems, gangs, and drug activities affecting or occurring in and around his/her assigned school and the surrounding neighborhood.

- Works to assure a safe and orderly school climate by also paying attention to and targeting lower profile issues such as “put-downs”, “trash talk”, bullying, insults and other forms of intimidation.

- Acts as a liaison between the school and the Department providing information to students and school personnel about law enforcement matters. Provides information to the appropriate investigative units about crimes or leads that come to his or her attention.

- Works closely with school officials to foster a solid working relationship and maintains a regular line of communication with the designated on-site school official having authority over the SRO on non-law enforcement issues.

- Supports, encourages and participates in activities already in existence in the school community including.

- Works closely with Washington County Community Corrections on supervision and truancy concerns to ensure that troubled youth get the kind of intensive supervision they need.

- Responsible for working closely with school officials on the development and maintenance of school crisis and emergency management plans.

- Since the SRO is likely to be a first responder in the case of critical incidents occurring at his/her assigned school and has knowledge of the operation and layout of the school, he or she is expected to play a central role in the development and coordination of interagency plans for critical incident management involving law enforcement, fire, rescue and EMS.

- Uses crime prevention strategies to identify factors in the physical environment of the school that may contribute to crime or disruptive behavior and suggests and develops plans to deal with those factors.

- Develops and implements crime and violence prevention programs and strategies for students and staff.

- Develops and expands crime prevention efforts for students. Provides students with opportunities to get involved in crime prevention activities and take a meaningful role in addressing problems in their community and school.

- Collaborates with teachers to develop a wide variety of classroom presentations that support the educational mission and provide opportunities for the SRO to interact with a broad spectrum of students in a setting conducive to building positive relationships.

- Serves as a resource and referral point between students, parents, teachers and staff and the criminal justice system.

- As the Department's representative in his/her assigned school, the SRO maintains high visibility in the school and is aware of his or her standing as a role model. The SRO seeks opportunities for positive interactions with students and is available as a mentor and counselor.

- Becomes involved in school and outside youth activities in order to understand special problems of youth and how they may be positively addressed. The SRO participates in community events, as requested and authorized by the Department, and is available for presentations to school and community groups.

- Provides services to other schools in the district as requested and authorized by the Department.

- Checks in daily with his or her Department supervisor and keeps superior officers advised of developments and of all unusual or sensitive occurrences.

- Improves and maintains individual police skills, including physical conditioning. Stays current with all required training and maintains all required certifications (e.g. firearms qualification, first aid, use of force, etc.) Stays abreast of developments in the police fields and changes in related statutes, ordinances and case law.

- Conducts and carries himself or herself in a professional manner. Maintains a neat and well-groomed appearance. Copes with difficult situations in a courteous and tactful manner.

- When school is not in session the SRO is assigned to the Detective Division as a juvenile detective.

- Performs the duties of the Police Officer Position assigned to patrol as needed.

- Must be able to act appropriately in threatening situations and must be prepared to use force, including deadly force, when justified.

- Exercises care in the use of Department and school facilities and equipment. Returns equipment to its designated location after use. Reports damage, loss or improperly
- operating equipment to an immediate supervisor. Monitors and reports on vehicle condition and appearance. Requests necessary repairs. Restocks vehicle with supplies as needed. Drives with due regard for safety and wear and damage to vehicle.

- Performs all other duties and assumes all other responsibilities as are assigned or delegated by a superior officer.

Extent Of Supervision Or Guidance Provided:

- Under the direct supervision of the Detective Sergeant but subject to the chain of command.
- Takes direction from the designated on-site school official for non-law enforcement school-related issues.

Responsibility For Public Contact:

- Daily and continuous, requiring a high degree of tact, courtesy and sound judgment.

Directly Supervises:

- No regular supervisory responsibilities.

Knowledge, Skills and Abilities:

- Able to perform the major job functions and possess the knowledge, skills and abilities required of the Police Officer assigned to patrol.
- Working knowledge of city ordinances and state and federal laws and rules of evidence as applicable to law enforcement.
- Technical knowledge and ability to perform standard operating procedures required in daily law enforcement operations.
- Familiarity with advancements, types and uses of firearms, communication and computer equipment, automotive and other types of equipment used in police work.
- Familiarity with scientific methods of crime detection, criminal identification, the use of police records and their applications.
- Familiarity with K-12 threat assessment principles and procedures.
- Ability to effectively utilize human relations skills and abilities in resolving disputes and problems through verbal and non-verbal communication.
- Ability to work professionally with other employees and to deal with the public in a courteous, tactful manner.
- Ability to communicate ideas and explanations clearly in English, both orally and in writing.
- Ability to write clear and concise reports.
- Ability to evaluate situations, innovate, improvise as necessary, and adapt rapidly to

changing circumstances.

- Ability to sit and stand for long periods of time.
- Ability to walk or run on slippery surfaces.
- Ability to chase suspects on foot over all types of ground conditions and over fences and walls.
- Ability to climb stairs and ladders and climb over or crawl under objects.
- Possess the necessary cardiovascular capability for rapid stair climbing and other strenuous activity, in all weather conditions, while wearing body armor and other equipment.
- Ability to make arrests if an offender is resisting.
- Ability to administer first aid and assist the Fire Department as necessary.
- Ability to assist in lifting and carrying a stretcher with a person on it.
- Ability to have sufficient grip strength to handle equipment, weapons and suspects.
- Ability to drive a squad car for long periods of time, at high speeds, in congested traffic, day and night, in all environmental conditions.
- Ability to enter and exit a squad car frequently during the course of a shift, often with speed of movement.
- Ability to balance self while handling weighted equipment.
- Ability to lift or carry equipment from floor to overhead.
- Ability to kneel and to crouch balanced without support.
- Ability to crawl about on hands and knees with weight on his or her back
- Ability to push and pull objects using total body movements.
- Ability to walk long distances.
- Ability to move around with a combination of weighted gear and equipment and with the weight of an injured person.
- Ability to acquire skill in the use and care of firearms sufficient to meet qualification standards.

- Ability to hear within normal hearing range with capability to hear and understand spoken English delivered at a normal conversational level.

- Ability to read road signs, house numbers, license plates, etc. day and night. Possess visual acuity correctable to read common documents and allow the accurate aiming of firearms.

- Ability to work under stress and pressure.

Working Conditions:

- Work takes place primarily in an office or classroom setting.

- Approximately 25% of the work may take place in the field.

- Subject to all of the working conditions of the Police Officer position.

Minimum Qualifications:

•Member of the Cottage Grove Police Department.

•Citizen of the United States of America.

•Possess a valid Minnesota Peace Officer License.

•Possess a driver's license valid in the State of Minnesota.

•Authorized to carry firearms while on duty.

•Able to meet all of the standards and requirements and perform all of the duties of the classification of Police Officer.

•Attend Basic SRO school during his/her first six months if course is available

•Be familiar with best practices in targeted violence prevention in schools

Desirable Qualifications:

•Ability to effectively interact with school professional staff, parents and students.

•Ability to effectively communicate with all sorts of people on a personal level and in a public speaking setting.

•Experience investigating criminal cases, particularly those dealing with juveniles

•Experience and interest in crime prevention strategies.

•Experience in Restorative Justice Process, Family Group Conferencing or similar resources.