

ADMINISTRATIVE REPORT

DATE: March 27, 2025
TOPIC: 6.12 - City of Cottage Grove School Resource Officer Agreement
PRESENTER: Kristine Schaefer, Assistant Superintendent
REFERENCE TO POLICY/STATUTE: Minnesota Statute section 626.8482

A. PURPOSE OF REPORT

- a. Updates to the agreement are required due to Minnesota Statute section 626.8482.

B. RECOMMENDATION

- a. Approval

C. CONNECTION TO STRATEGIC PRIORITY

- a. Student Experience
- b. Operations, Staffing, and Finance
- c. Engagement and Partnerships



**SCHOOL RESOURCE OFFICER SERVICES AGREEMENT:
CITY OF COTTAGE GROVE**

This School Resource Officer Services Agreement (“Agreement”) is entered into by and between the City of Cottage Grove (“City”), a municipal corporation, and Independent School District No. 833 (“District”), a political subdivision of the State of Minnesota.

WHEREAS, the City and the District entered into a School Resource Officer Services Agreement on August 26, 2021, which does not terminate until December 31, 2025 (“2021 Agreement”); and

WHEREAS, certain changes in Minnesota Statutes section 626.8482 require additional services that must be provided by school resources officers, necessitating modifications to the 2021 Agreement; and

WHEREAS, the parties mutually agree to certain other modifications and to terminate the 2021 Agreement and enter into a new agreement; and

WHEREAS, the District and the City desire to maintain a cooperative and coordinated approach building positive relationships with students, deterring criminal activity, and addressing criminal activity on school property and at District sponsored events and activities; and

WHEREAS, Minnesota Statutes sections 126C.44, subdivision 4(a)(1) and 626.8482 authorizes the District to contract with the City to have licensed peace officers provide police liaison services in the District’s schools; and

WHEREAS, Minnesota Statutes section 126C.44 further authorizes the District to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for peace officers who are assigned to perform police liaison officer duties in the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the District and the City agree as follows:

1. **Duration and Termination of Agreement.** This Agreement will take effect upon the last date the Agreement is executed by both parties and will remain in effect until June 30, 2026, unless either party terminates the Agreement earlier. This Agreement shall automatically renew thereafter on an annual basis until one or both parties terminates the Agreement. Either party may terminate this Agreement for any reason by providing written notice to the other party at least sixty calendar days before the effective date of termination.
2. **Definitions.** The following definitions apply to this Agreement:
 - a. **“Exigent Circumstances”** mean circumstances under which the courts permit police officers to execute a warrantless search or seizure; circumstances under which a reasonable police officer would have reasonable suspicion that a person

presents an immediate and substantial risk of harm to self or others; circumstances under which urgent action is reasonably necessary in order to prevent the destruction of evidence of a crime; and circumstances in which a police officer is in hot pursuit of a suspect who is believed to have committed or to have attempted to commit a crime and is in the process of fleeing.

- b. **“School Resource Officer” or “SRO”** means a licensed peace officer who is employed by the City and is assigned to provide SRO Duties pursuant to this Agreement and as set forth in Minnesota Statutes section 626.8482. The District and the City may further set forth additional policies or procedures for the SRO’s performance in a separate policy manual, but to the extent of any conflicting terms, then this Agreement and the provisions of Minnesota Statutes section 626.8482 shall control and supersede any other policies or procedures.
 - c. **“School Day”** means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School Days are identified on the District calendar, which is published on the District’s website. Days on which students attend summer school are not School Days. For purposes of this Agreement, the “school day” begins at 8:00 a.m. and ends at 4:00 p.m. The SRO is generally expected to be performing SRO Duties when students are typically present.
 - d. **“School Property”** means: (1) any property owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or co-curricular activities are regularly provided; (2) the public areas surrounding School Property as described in the first clause of this paragraph to a distance of 300 feet or one city block, whichever distance is greater, beyond the School Property; and (3) the area within a school bus or other school vehicle when the bus or vehicle is being used to transport one or more elementary or secondary school students.
3. **Assignment of SRO.** The City will assign one full-time licensed peace officer to Park High School to perform SRO Duties forty hours each week during the school year, as designed by the school calendar, with the majority of the services being provided during the “School Day,” as defined in this Agreement. To foster the building of positive relationships between the SRO and students, the City must use its best efforts to ensure that the same licensed peace officer regularly provides SRO services.
- a. **Absences.** The SRO shall be entitled to utilize their regular city-issued PTO/vacation time during School Days each year in conformance with City policies for use of PTO/vacation. Unless an absence is caused by an emergency, the SRO will provide reasonable notice to the Principal or Principal’s designee if the SRO will be absent from the District. The City will make reasonable attempts to schedule activities to minimize the SRO’s absences from the School Property during a

School Day. The City reserves the right to remove an SRO from performance of SRO duties in the event of an emergency or extenuating circumstances that necessitate the SRO to perform other police activities for the City outside of School Property. If an SRO is absent from performing SRO Duties as a result of the city's other extenuating law enforcement needs, and the SRO is unable to provide 40 hours of services during a given week of School Days, then the payments owed from District to City will be adjusted accordingly on a pro rata basis to account for the missed SRO services.

- b. **Extended Absences.** If an SRO is absent for more than two consecutive school days, the City will undertake reasonable efforts to assign another licensed peace officer to serve as a temporary replacement and perform the regular SRO's duties during any additional absences.
- c. **Objections to Personnel.** The City will undertake reasonable efforts to assign SROs who are acceptable to the District. The District's Superintendent will notify the City's Public Safety Director in writing and with specificity of any concerns related to the SRO's performance of SRO Duties. Any request for reassignment of a peace officer who is working as an SRO must be made to the Public Safety Director. The City will have fifteen calendar days to demonstrate to the District's satisfaction that the concern has been addressed. If the concern has been objectively verified and has not been addressed to the District's satisfaction after fifteen calendar days, the City will assign a different licensed peace officer to serve as the regular SRO under this Agreement.

4. **Payment for SRO Services.**

- a. The District will pay the City seventy-five percent (75%) of the total annual compensation that the City pays to a licensed peace officer who is assigned to perform SRO services during the school year. "Total compensation" includes the fully burdened rate of salary and benefits. The City will annually adjust the amount of "total compensation" to include changes to wages and benefits. On or before December 31 of each year, the City will notify the District of the amount of any increase in total compensation. In January of each year covered by this Agreement, the City will bill the District for the pro rata share of the SRO services provided during the prior fall semester from August to December of the previous year. In June of each year covered by this Agreement, the City will bill the District for the pro rata share of the SRO services that were provided during the spring semester from January to June of that year, unless the District has already paid for those services, in which case the invoice will be for the amount of the unpaid services. Within thirty calendar days after receipt of an invoice from the City for the compensation, the District will pay the City for the amount stated on the invoice, unless the District disputes the amount. If the District disputes the amount of an invoice, the District will pay the undisputed amount within the thirty calendar days.

- b. The District shall pay one hundred percent (100%) of the cost of items outlined in Section 5 herein, and District shall either directly pay such costs or reimburse the City for such costs if incurred by the City.

5. **Responsibilities of the District.** The District will provide the following for the SRO:

- a. Access to a secure office including a desk, chairs, filing space;
- b. Access to a computer terminal or internet connection which may be wired or wireless;
- c. Incidental office supplies;
- d. Occasional access to conference and/or meeting space;
- e. Equipment, and Training. The District shall provide an additional annualized payment to the City in the amount of \$2,250 toward the cost of equipment and training for the SRO. Half of this payment shall be added to the January invoice and half of this payment shall be added to the June invoice, as outlined in Section 3.a. This annualized payment shall be increased by 3% each year of this Agreement.
- f. Designated parking space.

6. **Responsibilities of the City.** The City will provide the following:

- a. A sworn police officer employed by the City for up to 40 hours a week (excluding City holidays) starting up to two weeks before the first day of school each year until one week after the last day of the school year;
- b. Computer, monitor and other peripheral technology items necessary;
- c. A vehicle and all necessary law enforcement equipment, electronic devices, and materials specific to police operations;
- d. General Police training for the SRO position, in accordance with the City's training policies;
- e. Specific SRO training that complies with Minnesota Statutes section 626.8482, including but not limited to:
 - 1) Fostering a positive school climate through relationship building and open communication;
 - 2) Protecting students, staff and visitors to School Property or at a school-sponsored event or activity from criminal activity;
 - 3) Serving as a liaison between law enforcement and school officials;
 - 4) Providing advice on safety drills;

- 5) Identifying vulnerabilities in school facilities and safety procedures;
- 6) Educating and advising students and staff on law enforcement topics;
- 7) Enforcing criminal laws;
- 8) Other duties requested by the District.

f. Squad car and/or vehicle as needed.

7. **Duties of SRO. Liability and Indemnification.** Each party is solely responsible for any and all acts and omissions of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorney fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents, or representatives. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing stated in this Agreement may be deemed to constitute a waiver of those limits.
8. **Execution of Arrest Warrants.** When executing an arrest warrant for a student on School Property, the SRO must make reasonable efforts to protect other students and staff members who are present and to avoid undue disruption of school operations if possible. This paragraph is not intended to prevent an SRO from taking immediate action to arrest a student who is engaged in criminal activity, fleeing, or who presents an imminent and substantial risk of harm to self, others, or property.
9. **Notices.** The District must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the City's Public Safety Director, at the City's official address. The City must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the District's Superintendent at 7362 East Point Douglas Road South, Cottage Grove, MN 55016. Either party may designate a different addressee or address at any time by giving written notice to the other party. Notice that it is delivered by mail is effective upon mailing. Notice that is delivered by email is effective upon transmission.
10. **Data Practices.** All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act ("MGDPA"). Data collected by an SRO are classified in accordance with the MGDPA. Educational data that are maintained by the District are protected under the MGDPA and the Family Educational Rights Privacy Act ("FERPA"), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless the District is reporting a suspected crime or another statutory exception applies, the District may not disclose private educational data to the SRO without the written consent of the student's parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the District's responsibilities under FERPA.

11. **Background Checks.** The City must request, or must have previously obtained, a criminal history background check from the Bureau of Criminal Apprehension on the SROs assigned pursuant to this Agreement. The background check must be completed before the peace officer provides any service pursuant to this Agreement. A criminal history background check performed at the time the SRO originally commenced employment with the City shall satisfy this requirement.
12. **Relationship of the Parties.** Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. Each party is considered to be an independent contractor relative to the other party.
13. **City's Authority.** Although the SRO is anticipated to work collaboratively with the District's Superintendent, Principals, and their designees, the SRO will be supervised by the City and, more specifically, the Public Safety Director. The Public Safety Director is responsible for determining the SRO's work assignment and ensuring compliance with the Police Department's directives.
14. **SRO Employment Status.** At all times and for all purposes, the City is and will remain the exclusive employer of the SROs who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.
15. **Prohibited Actions.** An SRO may not formally interview a student on School Property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of minor investigation; (b) the crime has occurred, is alleged to have occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on School Property or at a school sponsored event or activity; (c) the officer has obtained prior permission from the building principal, from the student's parent or guardian, or from the student, if the student is eighteen (18) years of age or older; or (d) Exigent Circumstances exist. In addition, the SRO will not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity. The SRO may not give a statement or participate in any interviews with news media regarding incidents that occur on District property.
16. **No Unlawful Discrimination.** The District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual orientation, gender identity, HIV status, public

assistance status, creed, or national origin. In addition, the District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual orientation, gender identity, HIV status, public assistance status, creed, or national origin.

17. **Parties in Interest.** This Agreement is for the sole benefit of the City and District and no third party is intended to be a beneficiary of or have the right to enforce this Agreement.
18. **Waiver and Enforcement.** The failure to insist on compliance with any term, promise, or condition contained in this Agreement must not be deemed to be a waiver of that term, promise, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time.
19. **Equal Drafting.** In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties. Both parties have had the opportunity for administrative and legal review of this Agreement.
20. **Dispute Resolution.** In the event of any dispute arising under this Agreement, the parties shall first engage in good faith discussions and negotiations to resolve the dispute. Upon request of either party, the parties shall retain a mediator and engage in mediation to attempt to resolve the dispute. In the event that the dispute cannot be resolved by the parties, then the matter shall be subject to court action and jurisdiction in the state District Court of Washington County, Minnesota. In any dispute arising under this Agreement, the prevailing party will be entitled to an award against the non-prevailing party of all costs, disbursements, and reasonable attorneys' fees incurred in any action for damages, specific performance, or equitable relief.
21. **Choice of Law, Forum, and Severability.** This Agreement shall be governed by the laws of the State of Minnesota. This Agreement is intended to comply with all requirements upon SROs within Minn. Stat. Chapter 121A and related laws as amended, and to the extent any inconsistency exists, the statutory requirements shall apply. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
22. **Entire Agreement, Changes, and Copies.** This Agreement reflects the entire agreement between the District and the City regarding SRO Duties and Additional Services. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing agreements or contracts regarding the same or any similar subject matter. Neither party has relied upon any statements, promises, agreements, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by both parties. A copy of this Agreement has the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates recorded by their signature. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 833

By: _____
Katie Schwartz, School Board Chair

By: _____
Simi Patnaik, School Board Vice Chair

Date: _____