Memorandum of Agreement

This AGREEMENT, made this ___ day of _____**, 2024,** by and between Independent School District No. 203 (HAYFIELD), hereinafter referred to as "SCHOOL DISTRICT" and Dodge County, herein after referred to as "COUNTY".

WITNESSETH:

Because the SCHOOL DISTRICT and the COUNTY desire to join in a mutual effort to provide for a safe learning environment, to curb delinquency and crime in the community, and to develop better community understanding of law enforcement;

THEREFORE, in consideration of the mutual agreements and provisions herein set forth, the SCHOOL DISTRICT and the COUNTY agree as follows:

I. SCHOOL RESOURCE OFFICER

For the purpose of the AGREEMENT, the term School Resource Officer shall have the meaning and duties described by this Article, as defined in the attached job description.

A. School Resource Officer. The School Resource Officer shall be considered a juvenile officer of the Dodge County Sheriff's Office who will assist in the establishment and coordination of a cooperative community approach among the school district, parents, law enforcement, and other resources in addressing the children's and community's needs and problems.

B. General duties of the School Resource Officer. The School Resource Officer will:

1. At all times and for all purposes, remain an employee of the Dodge County Sheriff's Office and shall not be considered an employee or independent contractor of the SCHOOL DISTRICT. However, the School Resource Officer shall be considered an ad hoc member of the various staffs of the individual schools and shall be included in all staff meetings. As an ad hoc member of the various school staffs, the School Resource Officer shall have access to student records and information.

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

3. Meet regularly with the special education and pupil personnel teams of the SCHOOL DISTRICT where the School Resource Officer will serves as a resource person for law enforcement and juvenile court procedures,

impact knowledge of families, neighborhoods, individuals, statistics, and trends when requested.

4. Confer with parents, schools, neighbors, school personnel, and other members of the community regarding pre-delinquency and delinquent behaviors.

5. Conduct investigations within the school and surrounding community, both criminal and other, as deemed necessary by the Dodge County Sheriff's Office or between the Sheriff's Office and school personnel by mutual agreement.

6. Identify problems focused on children by inspecting school areas, grounds, and property being watchful for loiterers and suspicious persons or automobiles; frequently visiting high delinquency areas for law violators; and by observing matters conflicting with the best interests of the students.

7. Take part in school district functions and community projects as deemed necessary by mutual agreement, to become acquainted with parents, businesspersons, and community leaders to assist in the social and cultural development of students.

8. Have the opportunity to organize law enforcement or related educational programs within the framework of existing programs in the school.

9. In the instance of law violations, serve in the normal law enforcement capacity.

10. Continue as a member and employee of the Dodge County Sheriff's Office and operate under the direct administration and supervision of the Sheriff or his designee. Work in cooperation with the school administrators and staff towards mutually agreed upon goals involving the Sheriff's Office, the school districts, and students. The School Resource Officer shall not have disciplinary authority within the school districts.

11. Investigate cases as assigned by the Sheriff's Office. These cases will vary in number and complexity thereby requiring flexibility in the hours that the officer works and requiring the freedom to leave school buildings at various times.

11. RESPONSIBILITY OF SCHOOL DISTRICT

It shall be the responsibility of the SCHOOL DISTRICT to:

A. Organize and assign school personnel teams concerned with the students in order to work and meet with the School Resource Officer.

B. Provide guidance and assistance to the School Resource Officer through principals, teachers, administrative staff, and students.

C. Provide a private space for the School Resource Officer to meet with student and staff on both a public and private meeting basis.

D. Require the principals of the various school buildings within the school district to coordinate the efforts of the School Resource Officer within the schools.

E. Provide clerical help and assistance to the School Resource Officer when needed within any school building at which the School Resource Officer is working.

F. Consider the School Resource Officer to be an ad hoc member of the school staff and to provide the opportunity for the School Resource Officer to act in the capacity of a full staff member.

Ill. RESPONSIBILITY OF COUNTY

It is the intention of the COUNTY to provide a School Resource Officer to the SCHOOL DISTRICT, and it shall be the responsibility of the COUNTY to:

A. Assign one School Resource Officer to cover school buildings within the school district during each school year from the beginning day in September to the end of the regular school year.

B. The Sheriff's Office will have authority to hire and assign a School Resource Officer for duties as contemplated in the AGREEMENT. The Sheriff's Office will seek and consider recommendations of the school districts in the selection and assignment of the School Resource Officer.

C. Provide Sheriff's Office equipment needed by the School Resource Officer in order to provide necessary functions.

D. Provide training and education within the scope of the Sheriff's Office.

E. Provide temporary replacement for the School Resource Officer as deemed necessary by the Sheriff's Office.

F. Provide fully equipped law enforcement vehicle.

G. Provide information to the School Resource Officer regarding any significant event involving a student.

IV. SHARED DUTIES OF THE COUNTY AND SCHOOL DISTRICT

A. Meet biannually in the fall and spring, or as needed, to evaluate the School Resource Officer program and determine any changes in program requirements.

V. GENERAL

A. The term of this AGREEMENT **is September 3rd 2024 through May 22nd 2025.**

A. SCHOOL DISTRICT agrees to pay the cost of the School Resource Officer, which amounts to approximately **$15,171.*90 (reflects a 3% increase from 2023/24 agreement)*** **plus $7,956.90** ***(reflecting the 30 full weeks on the school calendar where the school requested the SRO be present all 5 days)*** **totaling $23,128.80.** COUNTY will bill SCHOOL DISTRICT $7,709.60 on December 31/2024, $7,709.60 on March 31/2025, and $7,709.60 on June 15/2025.

C. Indemnity and Hold Harmless.

1. The COUNTY shall defend, indemnify, and hold harmless the SCHOOL DISTRICTS, its officials, employees and agents, from any and all claims, attorney fees, arising out of or resulting from the County's performance of claim, damages, loss, or expenses attributed to bodily injury, sickness, disease or death or injury or destruction of property including the loss of use resulting from and is cause in whole or part by and negligent act or omission or willful misconduct of the COUNTY. The parties hereto agree to cooperate with one another in defense of any claim, demand, or rights of action within the terms of this agreement.

2 The SCHOOL DISTRICT shall defend, indemnify, and hold harmless the COUNTY, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including Attorney fees, arising out of or resulting from the SCHOOL DISTRICTs performance of duties required under this AGREEMENT, provided that any such claim, damages, loss, or expense is attributed to bodily injury, sickness, disease or death or to injury to or destruction of property including the loss of use resulting from and is caused in whole or part by any negligent act or omission or willful misconduct of the SCHOOL DISTRICT. The parties hereto agree to cooperate with one another in defense of any claim, demand, or rights of actions within the terms of this AGREEMENT.

D. The COUNTY and the SCHOOL DISTRICT shall comply with any and all applicable state, federal, and local laws, rules, and regulations.

E. The COUNTY and the SCHOOL DISTRICT shall comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13, and with all applicable provisions of the Juvenile Code, Chapter 260 of the Minnesota statutes.

F. This AGREEMENT represents the entire AGREEMENT between SCHOOL DISTRICT and COUNTY and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; any amendments, addenda alterations, or modifications to the terms and conditions of this AGREEMENT shall be in writing and signed by both parties.

The Parties hereto agree to cooperate with one another in defense of any claim, demand, or rights of actions within the terms of this AGREEMENT.

DODGE COUNTY

By:_____
County Board Chair

SCHOOL DISTRICT NO. 203

By: _____
Superintendent