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BOARD OF EDUCATION

Working Meeting - August 24, 2020 - 4:00 PM
Zoom Teleconference

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AGENDA

1. **CALL TO ORDER/ROLL CALL**
2. Back to School Update
3. Facilities Discussion



SCHOOL BOARD INTERNAL WORKING DOCUMENT

DRAFT: BOND ELECTION TIMELINES Considerations

	<u>August 2021 Election</u>	<u>November 2021 Election</u>
Board Establish Task Force	November 2020	December 2020
Community Survey #1 (<i>Test Climate/Needs/Awareness</i>)	November 2020	December 2020
Community Taskforce (3 Months)	December-February 2020	January-March 2021
Report from Taskforce (Board Meeting)	January 2021	March 2021
Community Survey #2 (<i>Test Tolerance/Priorities</i>)	February 2021	April 2021
Board Work Session(s)	February-March 2021	May-June 2021
Board Finalize Proposal	March (April (latest))	June (July (latest))
Submit Review and Comment	May 9, 2021	August 8, 2021
Community Survey #3 (<i>Optional: Test Messaging</i>)	Mid-July 2020	Mid-October 2021
Special Election	August 10, 2021	November 9, 2021

Timing Considerations

Benefits:

- Capacity Relief by Fall 2024

Challenges:

- Volunteers Needed in Summer for Information Campaigns
- Evolving Pandemic Considerations

Benefits:

- Concurrent with an existing election.

Challenges:

- Sometimes Other Elections on Ballot
- Capacity Relief Comes Later by Fall 2025
- Evolving Pandemic Considerations

4. School Resource Officer (SRO) Agreements



Board of Education

Regular Meeting – September 14, 2020

AGENDA SECTION: Administrative Reports and Recommendations

ITEM: Finance and Business Services Recommendations

COMMENTS BY: Jim Westrum, Executive Director of Finance and Business Services

The City and the School District desire to partner within West Middle School by engaging the services of Wayzata Police Department's peace officers to serve as school resource officers;

The Safe School Levy in Minnesota Statutes section 126C.44 provides monetary funds to school districts to hire school resource officers to address safety related issues within schools by authorizing school districts to levy for an appropriate portion of the costs cities incur in providing wages, benefits, and transportation to peace officers assigned as school resource officers; and

To that end, the City and the School District desire to collaboratively provide safe school and school resource officer services.

Recommended Action: Approve the School Resource Officer Agreement between Independent School District 284 and the City of Wayzata for the 2020-2021 school year.

Motion by: _____

ROLL CALL

Passed: _____

Second by: _____

Failed: _____

Abstentions: _____,



Board of Education

Regular Meeting – September 14, 2020

AGENDA SECTION: Administrative Reports and Recommendations

ITEM: Finance and Business Services Recommendations

COMMENTS BY: Jim Westrum, Executive Director of Finance and Business Services

The City and the School District desire to partner within Central Middle School, East Middle School, and Wayzata High School by engaging the services of Plymouth Police Department's peace officers to serve as school resource officers;

The Safe School Levy in Minnesota Statutes section 126C.44 provides monetary funds to school districts to hire school resource officers to address safety related issues within schools by authorizing school districts to levy for an appropriate portion of the costs cities incur in providing wages, benefits, and transportation to peace officers assigned as school resource officers; and

To that end, the City and the School District desire to collaboratively provide safe school and school resource officer services.

Recommended Action: Approve the School Resource Officer Agreement between Independent School District 284 and the City of Plymouth for the 2020-2021 school year.

Motion by: _____

ROLL CALL

Passed: _____

Second by: _____

Failed: _____

Abstentions: _____,

**SCHOOL RESOURCE OFFICER AGREEMENT
BY AND BETWEEN
INDEPENDENT SCHOOL DISTRICT 284 AND THE CITY OF PLYMOUTH**

THIS SCHOOL RESOURCE OFFICER AGREEMENT (“Agreement”) made this 1th day of July, 2020, by and between INDEPENDENT SCHOOL DISTRICT 284, (hereinafter “School District”) and the CITY OF PLYMOUTH, a public corporation and political subdivision of the State of Minnesota (hereinafter “City”).

RECITALS

1. The City and the School District desire to deter and prevent crime and violence within the Central Middle School, East Middle School, and Wayzata High School by engaging the services of Plymouth Police Department’s peace officers to serve as school resource officers;
2. The Safe School Levy in Minnesota Statutes section 126C.44 provides monetary funds to school districts to hire school resource officers to address violence, crime, and safety related issues within schools by authorizing school districts to levy for an appropriate portion of the costs cities incur in providing wages, benefits, and transportation to peace officers assigned as school resource officers; and
3. To that end, the City and the School District desire to collaboratively provide safe school and school resource officer services.

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

TERMS

1. TERM AND TERMINATION. The term of this agreement shall be for a twelve month period from July 1, 2020 to June 30, 2021. This Agreement will automatically renew for a period of twelve calendar months (July 1 to June 30) unless either party provides written notice of termination to the other party on or before May 1. Either Party may terminate this agreement at any time for any reason upon a sixty (60) day written notice to the other party of such termination. In the event of an early termination, any payments due shall be prorated based on the daily rate set forth in section 4.

2. DEFINITIONS. The following definitions and terms apply to this Agreement.

- a. **“Additional services”** mean services that a peace officer provides, at the School District’s request, outside the “school day,” as defined in this Agreement. By way of example, but without limitation, a SRO performs additional services if, at the request of a school administrator or District administrator, the SRO attends a school board meeting, an extracurricular activity, or a community function that is held in the evening.
- b. **“Exigent circumstances”** mean circumstances under which the courts permit peace officers to execute a warrantless search or seizure; circumstances under which a reasonable peace officer would believe 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 serious crime; and circumstances in which a peace 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.

- c. **“School Resource Officer” or “SRO”** means a licensed peace officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.
- d. **“SRO duties”** include, but are not necessarily limited to, the following:
- protecting persons who are present on school property or at a school sponsored event or activity;
 - protecting real and personal property;
 - serving as a role model for students, parents, and community members;
 - conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
 - identifying and advising on security vulnerabilities in the School District’s schools within the SRO’s knowledge;
 - visiting and inspecting high delinquency areas on school property;
 - being present and visible on school property;
 - deterring all forms of criminal activity on school property and at school sponsored events and activities;
 - serving as a resource for school officials regarding the prevention of criminal activity on school property and at school sponsored events and activities;
 - serving as a mentor and resource for students;
 - giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address drug use or other potential criminal activity by students;
 - investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
 - conducting searches of students, student lockers, student backpacks, school property, and student vehicles as authorized by law;
 - recovering lost or stolen property;
 - enforcing all criminal laws on school property and at school sponsored events and activities;
 - apprehending and prosecuting criminals, including suspected criminals;
 - responding to emergencies including, but not limited to, medical emergencies within his capabilities and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
 - attending trainings provided by the School District;
 - meeting and collaborating with school administrators and School District administrators to develop and work toward mutually agreed upon goals;

- use confidential student records only with the approval of a principal and in accordance with applicable laws;
 - making referrals to community agencies which offer assistance to youths and their families with mental health, addiction, etc.
 - assist and testify in student discipline hearings as requested by School District administrators where the SRO has direct knowledge of the incident and applicable laws; and
 - other tasks as assigned by the Plymouth Police Department.
- e. **“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 School District calendar, which is published on the School District’s website. Days on which students attend summer school are not school days. For purposes of this Agreement, the “school day” begins at 8:20 a.m. at the high school and 9:10 a.m. at the middle schools and ends at 3:10 p.m. at the high school and 4:00 p.m. at the middle schools. The SRO is generally expected to be performing SRO duties during the school day; however, the SRO may flex his or her hours in order to avoid working more than forty (40) hours in any workweek while still providing coverage, at the School District’s request, for school sponsored events or activities that occur outside the school day. The SRO will notify the District’s superintendent or his/her designee by email when the SRO finds it necessary to flex his or her hours in response to a request to provide coverage for school sponsored events or activities that occur outside the school day.
- f. **“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.

PAYMENT. The School District will pay the City a total sum of money for the SRO services covered during the term of this Agreement. The total sum of money will be based on the City’s Master Police Contract, but it shall not exceed eighty-four thousand dollars (\$84,000) for any given year inclusive of benefits, per officer. The School District will pay this sum to the City in two equal installments. The City will invoice the School District for the first installment on January 1 and the second installment on June 30. The School District must pay each installment within 30 days of receiving each invoice. If this Agreement or any renewal of it is terminated early, the School District’s total payment to the City will be a prorated amount based on a rate based on the current Plymouth police master contract of for each day the Agreement was in effect.

INVOICE FOR ADDITIONAL SERVICES. School District administrators may request that the City assign one or more peace officers to provide “additional services” as defined in this Agreement. The City will make reasonable efforts to accommodate such requests. When the City assigns an officer to provide additional services, the District will be responsible for paying the officer’s wages for the hours worked while

providing additional services, any resulting overtime costs, a prorated portion of the officer's benefits for the hours worked while providing additional services, and the officer's transportation costs directly associated with providing additional services. The City will submit an itemized invoice to the School District describing the additional services that were provided, the location where the additional services were provided, and the costs the City incurred in providing the additional services. Within thirty (30) calendar days after receipt of the invoice, the School District will pay the City for the amount of the additional services stated on the invoice. If the School District disputes the amount of an invoice for additional services, the School District will pay the undisputed amount within thirty (30) calendar days.

3. SCHOOLS TO RECEIVE SERVICES. The City will provide SRO services under this Agreement to the following schools in Independent School District 284:

- a. Wayzata High School, 4955 Peony Lane, Plymouth, MN 55446;
- b. Wayzata East Middle School, 12000 Ridgemount Ave. W, Plymouth, MN 55441; and
- c. Central Middle School, 305 Vicksburg Lane N, Plymouth, MN 5547.

4. ASSIGNMENT OF SCHOOL RESOURCE OFFICERS. The City will employ or assign 2 full-time (1.0 FTE) licensed peace officers to Wayzata High School, 1 full-time (1.0 FTE) licensed peace officers to Wayzata East Middle School, and 1 full-time (1.0 FTE) licensed peace officers to Central Middle School to perform SRO duties on a full-time basis during each "school day," as is defined in this Agreement, during the regular school year (approximately 170-180 school days) covered by the term of this Agreement. The number of officers serving in the SRO position at any of the three schools may be modified at any time by written agreement between the City and the School District.

- a. **Absences.** 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 School District due to illness, vacation, training, or any other non-emergency reason. The City will make reasonable attempts to schedule activities in a manner that minimizes the SRO's absences from the School District during school hours.
- b. **Extended Absences.** If an SRO is absent for more than ten (10) 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. **Vehicles, Equipment, and Training.** The City is responsible for providing, at its own expense, each SRO with a vehicle or mileage reimbursement and all necessary law enforcement equipment, including but not limited to clothing, uniforms, and electronic devices, within the City's law enforcement budget to perform the SRO duties. The City is also responsible for providing training and education to all peace officers who are assigned to provide SRO services pursuant to this Agreement.
- d. **Objections to Personnel.** The City will undertake reasonable efforts to assign peace officers who are acceptable to the District. The District's Superintendent will notify the Chief of Police in writing of any concerns related to the performance of an SRO. Any request for reassignment of an SRO that is based on work-related concerns must be made in writing to the Chief of Police. The City will have thirty (30) calendar days to demonstrate to the District's satisfaction that the concern has been addressed. If the concern has not been addressed to the District's satisfaction after thirty (30) calendar days, the City will assign a different licensed

peace officer to serve as the regular SRO under this Agreement. If the City refuses, the School District may immediately terminate this Agreement without notice and the School District's payment to the City will be prorated as set forth in section 4.

5. SCHOOL DISTRICT RESPONSIBILITIES. In addition to making the payments described in this Agreement, the School District will have the following responsibilities:

- a. **Levy & SRO Funds.** The School District is responsible for levying the maximum amount permitted by law to the property tax payers in the Wayzata Public School District to help fund the SRO positions. By May 1 of each year, the School District will meet with the Public Safety Director or designee to allocate available funds to support the cost for the SROs for the next school year.
- b. **Office Space.** The School District will provide office space for the SRO at the assigned school. At a minimum, the office space will be furnished with a desk, chair, filing cabinet that can be locked, landline telephone, computer sufficient to handle the software needs related to the SRO's duties, keyboard, monitor, and internet access at the School District's expense. Any additional supplies and equipment shall be provided by the City at the City's expense.
- c. **Guidance.** Through its administrators, the School District will provide guidance to the SRO as needed or requested.
- d. **SRO Program Information.** The School District will provide the SRO with reasonable opportunities to address students, teachers, school administrators, and parents about the SRO program goals and objections. By way of example, but not limitation, the SRO will facilitate the "DARE" program.
- e. **Notice of Illegal Activity.** Through its principals, the School District will inform the SRO, as soon as reasonably possible, of any suspected illegal activity. In the event the SRO is not immediately available, a principal or staff member may contact the City's Police Department. Any Principal or staff member in the School District who locates a dangerous weapon or illegal drug in the course of a search will turn it over to the SRO or other licensed peace officer. In the event no criminal or juvenile charges are filed, the SRO and City shall dispose of the contraband in the manner prescribed by City policy.
- f. **Notice of Trespassers and Safety Concerns.** Through its administrators, the School District will inform the SRO, as soon as reasonably possible, of the names of specific individuals who are not permitted on School District property, as well as any anticipated safety concerns involving parents, students, or other individuals
- g. **Notice of Disciplinary Hearings.** The School District will provide the SRO with reasonable advance notice of any disciplinary hearing that will require the SRO's attendance.
- h. **Copy of School Regulations.** The School District will provide the City with a copy of applicable school regulations applying to students and District employees.
- i. **Presence at School.** The School District will not assign the SRO to regularly assigned lunchroom or hallway monitoring duties. However, the SRO is highly encouraged to eat lunch

with students and be present in the hallways as part of the School District and City's goal of developing positive relationships between the SRO and the school community

6. PROPERTY AND EQUIPMENT. Each party will maintain ownership of all property and equipment provided to the SRO or other party for and in furtherance of the purposes of this Agreement. Upon termination or expiration without renewal of this Agreement, any property and equipment so provided shall be returned to the party that owns and provided the property and equipment. Each party shall be responsible for damage to or loss of any property or equipment furnished thereby in furtherance of the purpose of this Agreement. Except for willful misconduct, each party waives the right to sue the other party for any damages to or loss of its property or equipment, even if the damages were cause wholly or partially by the negligence of the other party, its officers, agents, or employees. Neither party shall be liable or responsible to the other party for depreciation of any property or equipment.

7. DUTIES AND WORK SCHEDULE OF THE OFFICER. The peace officers serving as SROs pursuant to this Agreement shall perform SRO duties and services during regular school days and during other events, activities, and meetings as agreed upon by the parties. The School District and City may develop and agree to a modified or different work schedule and new or additional SRO duties. Time spent by a SRO on SRO duties in excess of eight (8) hours in one day or forty (40) hours in one week will be on a specific, case-by-case basis and will require the advance approval of the City and the School District.

8. ADDITIONAL OFFICER DUTIES. The peace officers serving as SROs will respond to emergency calls, attend police training, and perform any other special duties as assigned by the City while fulfilling the SRO requirements under this Agreement.

9. CITY'S AUTHORITY. Although the SRO will work collaboratively with the District's Superintendent, Principals, and their designees, the SRO will be supervised by the Chief of Police. The Chief of Police is responsible for determining the SRO's work assignment and ensuring compliance with the Police Department's directives. The City will retain its authority over officer standards of performance, conduct and discipline of officers, performance reviews, and other internal matters related to enforcement services. The School District shall provide the City with a written appraisal of the services rendered by the SRO at the end of each contract term. The School District shall immediately notify the City in writing of any performance deficiencies or inappropriate conduct of the SRO. All disciplinary action shall be under authority of the City. If the SRO's performance is deficient or the SRO engages in inappropriate conduct, the School District may request that a new officer be assigned by the City to the SRO position pursuant to the procedures set forth in paragraph 7(d) of this Agreement.

10. BACKGROUND CHECKS. The City must conduct, or have conducted, a criminal background check on all peace officers who will provide any services pursuant to this Agreement. The background check must be completed before the peace officer begins performing any services or the SRO position under this Agreement.

11. PROHIBITED ACTIONS. In the absence of exigent circumstances, a peace officer who is employed by the City, including the SRO, may not 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; or (c) the officer has obtained prior written 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. 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, with the exception that a SRO who witnesses an incident or otherwise has information related to a non-criminal incident may be a witness in an investigation or hearing related to the incident. The SRO may not participate in any interviews with news media regarding incidents that occur on District property without the prior written permission of the Superintendent.

12. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement may be construed to create a partnership or joint venture between the School District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the Minnesota Government Data Practices Act, each party is considered to be an independent contractor relative to the other party.

13. SRO EMPLOYMENT STATUS. At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers 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 School District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs, including those assigned as SROs, and is solely responsible for all employment and administrative functions related to SROs and 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), PERA, FICA, other compensation and benefits, maintaining personnel records, and any labor disputes or grievances.

14. LIABILITY AND INDEMNIFICATION. Except for claims arising out of the willful misconduct or gross negligence of the other party, its officers, employees, officials, agents or representatives, each party shall be 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, hold harmless, and defend the other party and its officers, agents, and employees against any and all damages, losses, judgments, costs, claims, expenses, liabilities, and actions, including reasonable attorney fees, arising out of or resulting from any act or omission of the party or its officers, agents, or employees in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and neither party waives any defenses or immunities available under Chapter 466.

15. NOTICES. Any notice, demand, request, or other communication that may or shall be given or served by the parties, shall be deemed to have been given or served three (3) business days after the same is deposited in the U.S. mail, registered or certified postage prepaid, and addressed as follows:

a. To the City:

Attn: Police Chief, Plymouth Police Department,
3400 Plymouth Boulevard
Plymouth, MN 55447

b. To the School District:

Attn: Executive Director of Business Services, Business Office
220 County Road 101 N
Wayzata, MN 55391

Either party may designate a different addressee or address at any time by giving written notice to the other party.

16. 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”). The parties recognize that educational data maintained by the School District are protected under the MGDPA and under the Family Educational Rights Privacy Act (“FERPA”), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless the School District is reporting a crime or another statutory exception applies, the School District may not disclose private educational data to a 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 School District’s responsibilities under FERPA.

The School District and the City agree that any use of body worn cameras by SROs must be subject to and in compliance with federal, state, and local laws and regulations and with Plymouth Police Department Policy 422 Body Worn Cameras. Any video recording or audio recording captured by an SRO’s body worn camera and maintained by the Plymouth Police Department constitutes a record of a law enforcement unit and does not constitute educational data under the MGDPA or FERPA. All recordings captured on an SRO’s body worn camera will be the property of the Plymouth Police Department and the School District shall not be responsible for their storage, maintenance, release, or disposal. The Plymouth Police Department is responsible for the storage, maintenance, release, and disposal of any recordings captured on an SRO’s body worn camera and is responsible for any misuse of such recordings. The City agrees to indemnify, hold harmless, and defend the School District and its officers, agents, and employees against any and all damages, losses, judgments, costs, claims, expenses, liabilities, and actions, including reasonable attorney fees, arising out of or resulting from any recordings captured by an SRO’s body worn camera.

17. NO UNLAWFUL DISCRIMINATION. The School 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 preference, HIV status, public assistance status, creed, or national origin. In addition, the School 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 preference, HIV status, public assistance status, creed, or national origin.

18. WAIVER AND ENFORCEMENT. The failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of that term, covenant, 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. Each party is responsible for its own costs, expenses, and any attorneys’ fees associated with this Agreement and any related matters, including enforcement of this Agreement.

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.

20. CHOICE OF LAW, FORUM, AND SEVERABILITY. This Agreement is governed by the laws of the State of Minnesota. 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.

21. ENTIRE AGREEMENT, AMENDMENTS, AND EFFECT. This Agreement constitutes the entire agreement between the parties regarding the SRO position and duties and any additional services or responsibilities related thereto, and no other agreement prior to this agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. 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 on any statements, promises, agreements, or representations that are not stated in this Agreement. No amendments or changes to this Agreement are valid and effective unless set forth in writing and signed by both parties. A copy of this Agreement has the same legal effect as the original

IN WITNESS WHEREOF, the City of Plymouth and the Independent School District #284 have caused this Agreement to be executed by their respective duly authorized officers. 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 PLYMOUTH

DocuSigned by:
By: Jeff Wosje
9C27C1387B6B457...

Mayor

DocuSigned by:
By: Dave Callister
79113C87025D447...

City Manager

Date: 8/3/2020

INDEPENDENT SCHOOL DISTRICT 284

By: _____

Board Chair

By: _____

Superintendent

Date: _____

**SCHOOL RESOURCE OFFICER AGREEMENT
BY AND BETWEEN
INDEPENDENT SCHOOL DISTRICT 284 AND THE CITY OF WAYZATA**

THIS SCHOOL RESOURCE OFFICER AGREEMENT ("Agreement") made this 20th day of January , 2020, by and between INDEPENDENT SCHOOL DISTRICT 284, (hereinafter "School District") and the CITY OF WAYZATA, a public corporation and political subdivision of the State of Minnesota (hereinafter "City").

RECITALS

1. The City and the School District desire to deter and prevent crime and violence within the West Middle School by engaging the services of Wayzata Police Department's peace officers to serve as school resource officers;
2. The Safe School Levy in Minnesota Statutes section 126C.44 provides monetary funds to school districts to hire school resource officers to address violence, crime, and safety related issues within schools by authorizing school districts to levy for an appropriate portion of the costs cities incur in providing wages, benefits, and transportation to peace officers assigned as school resource officers; and
3. To that end, the City and the School District desire to collaboratively provide safe school and school resource officer services.

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

TERMS

1. TERM AND TERMINATION. The term of this agreement shall be for a twelve month period from July 1, 2019 to June 30, 2020. This Agreement will automatically renew for a period of twelve calendar months (July 1 to June 30) unless either party provides written notice of termination to the other party on or before May 1. Either Party may terminate this agreement at any time for any reason upon a sixty (60) day written notice to the other party of such termination. In the event of an early termination, any payments due shall be prorated based on the daily rate set forth in section 4.

2. DEFINITIONS. The following definitions and terms apply to this Agreement.

- a. **"Additional services"** mean services that a peace officer provides, at the School District's request, outside the "school day," as defined in this Agreement. By way of example, but without limitation, a SRO performs additional services if, at the request of a school administrator or District administrator, the SRO attends a school board meeting, an extracurricular activity, or a community function that is held in the evening.
- b. **"Exigent circumstances"** mean circumstances under which the courts permit peace officers to execute a warrantless search or seizure; circumstances under which a reasonable peace officer would believe 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 serious crime; and circumstances in which a peace 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.

- c. **“School Resource Officer” or “SRO”** means a licensed peace officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.
- d. **“SRO duties”** include, but are not necessarily limited to, the following:
- protecting persons who are present on school property or at a school sponsored event or activity;
 - protecting real and personal property;
 - serving as a role model for students, parents, and community members;
 - conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
 - identifying and advising on security vulnerabilities in the School District’s schools within the SRO’s knowledge;
 - visiting and inspecting high delinquency areas on school property;
 - being present and visible on school property;
 - deterring all forms of criminal activity on school property and at school sponsored events and activities;
 - serving as a resource for school officials regarding the prevention of criminal activity on school property and at school sponsored events and activities;
 - serving as a mentor and resource for students;
 - giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address drug use or other potential criminal activity by students;
 - investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
 - conducting searches of students, student lockers, student backpacks, school property, and student vehicles as authorized by law;
 - recovering lost or stolen property;
 - enforcing all criminal laws on school property and at school sponsored events and activities;
 - apprehending and prosecuting criminals, including suspected criminals;
 - responding to emergencies including, but not limited to, medical emergencies within his capabilities and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
 - attending trainings provided by the School District;
 - meeting and collaborating with school administrators and School District administrators to develop and work toward mutually agreed upon goals;

- use confidential student records only with the approval of a principal and in accordance with applicable laws;
 - making referrals to community agencies which offer assistance to youths and their families with mental health, addiction, etc.
 - assist and testify in student discipline hearings as requested by School District administrators where the SRO has direct knowledge of the incident and applicable laws; and
 - other tasks as assigned by the Wayzata Police Department.
- e. **“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 School District calendar, which is published on the School District’s website. Days on which students attend summer school are not school days. For purposes of this Agreement, the “school day” begins at 8:20 a.m. at the high school and 9:10 a.m. at the middle schools and ends at 3:10 p.m. at the high school and 4:00 p.m. at the middle schools. The SRO is generally expected to be performing SRO duties during the school day; however, the SRO may flex his or her hours in order to avoid working more than forty (40) hours in any workweek while still providing coverage, at the School District’s request, for school sponsored events or activities that occur outside the school day. The SRO will notify the District’s superintendent or his/her designee by email when the SRO finds it necessary to flex his or her hours in response to a request to provide coverage for school sponsored events or activities that occur outside the school day.
- f. **“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.

PAYMENT. The School District will pay the City a total sum of money for the SRO services covered during the term of this Agreement. The total sum of money will be based on the City’s Master Police Contract, but it shall not exceed eighty-four thousand dollars (\$84,000) for any given year inclusive of benefits, per officer. The School District will pay this sum to the City in two equal installments. The City will invoice the School District for the first installment on January 1 and the second installment on June 30. The School District must pay each installment within 30 days of receiving each invoice. If this Agreement or any renewal of it is terminated early, the School District’s total payment to the City will be a prorated amount based on a rate based on the current Wayzata police master contract of for each day the Agreement was in effect.

INVOICE FOR ADDITIONAL SERVICES. School District administrators may request that the City assign one or more peace officers to provide “additional services” as defined in this Agreement. The City will make reasonable efforts to accommodate such requests. When the City assigns an officer to provide additional services, the District will be responsible for paying the officer’s wages for the hours worked while

providing additional services, any resulting overtime costs, a prorated portion of the officer's benefits for the hours worked while providing additional services, and the officer's transportation costs directly associated with providing additional services. The City will submit an itemized invoice to the School District describing the additional services that were provided, the location where the additional services were provided, and the costs the City incurred in providing the additional services. Within thirty (30) calendar days after receipt of the invoice, the School District will pay the City for the amount of the additional services stated on the invoice. If the School District disputes the amount of an invoice for additional services, the School District will pay the undisputed amount within thirty (30) calendar days.

3. SCHOOLS TO RECEIVE SERVICES. The City will provide SRO services under this Agreement to the following schools in Independent School District 284:

- a. West Middle School, 149 Barry Avenue, Wayzata, MN 55391

4. ASSIGNMENT OF SCHOOL RESOURCE OFFICERS. The City will employ or assign 1 full-time (1.0 FTE) licensed peace officers to West Middle School to perform SRO duties on a full-time basis during each "school day," as is defined in this Agreement, during the regular school year (approximately 170-180 school days) covered by the term of this Agreement. The number of officers serving in the SRO position at any of the three schools may be modified at any time by written agreement between the City and the School District.

- a. **Absences.** 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 School District due to illness, vacation, training, or any other non-emergency reason. The City will make reasonable attempts to schedule activities in a manner that minimizes the SRO's absences from the School District during school hours.
- b. **Extended Absences.** If an SRO is absent for more than ten (10) 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. **Vehicles, Equipment, and Training.** The City is responsible for providing, at its own expense, each SRO with a vehicle or mileage reimbursement and all necessary law enforcement equipment, including but not limited to clothing, uniforms, and electronic devices, within the City's law enforcement budget to perform the SRO duties. The City is also responsible for providing training and education to all peace officers who are assigned to provide SRO services pursuant to this Agreement.
- d. **Objections to Personnel.** The City will undertake reasonable efforts to assign peace officers who are acceptable to the District. The District's Superintendent will notify the Chief of Police in writing of any concerns related to the performance of an SRO. Any request for reassignment of an SRO that is based on work-related concerns must be made in writing to the Chief of Police. The City will have thirty (30) calendar days to demonstrate to the District's satisfaction that the concern has been addressed. If the concern has not been addressed to the District's satisfaction after thirty (30) calendar days, the City will assign a different licensed peace officer to serve as the regular SRO under this Agreement. If the City refuses, the School District may immediately terminate this Agreement without notice and the School District's payment to the City will be prorated as set forth in section 4.

5. SCHOOL DISTRICT RESPONSIBILITIES. In addition to making the payments described in this Agreement, the School District will have the following responsibilities:

- a. **Levy & SRO Funds.** The School District is responsible for levying the maximum amount permitted by law to the property tax payers in the Wayzata Public School District to help fund the SRO positions. By May 1 of each year, the School District will meet with the Public Safety Director or designee to allocate available funds to support the cost for the SROs for the next school year.
- b. **Office Space.** The School District will provide office space for the SRO at the assigned school. At a minimum, the office space will be furnished with a desk, chair, filing cabinet that can be locked, landline telephone, computer sufficient to handle the software needs related to the SRO's duties, keyboard, monitor, and internet access at the School District's expense. Any additional supplies and equipment shall be provided by the City at the City's expense.
- c. **Guidance.** Through its administrators, the School District will provide guidance to the SRO as needed or requested.
- d. **SRO Program Information.** The School District will provide the SRO with reasonable opportunities to address students, teachers, school administrators, and parents about the SRO program goals and objections. By way of example, but not limitation, the SRO will facilitate the "DARE" program.
- e. **Notice of Illegal Activity.** Through its principals, the School District will inform the SRO, as soon as reasonably possible, of any suspected illegal activity. In the event the SRO is not immediately available, a principal or staff member may contact the City's Police Department. Any Principal or staff member in the School District who locates a dangerous weapon or illegal drug in the course of a search will turn it over to the SRO or other licensed peace officer. In the event no criminal or juvenile charges are filed, the SRO and City shall dispose of the contraband in the manner prescribed by City policy.
- f. **Notice of Trespassers and Safety Concerns.** Through its administrators, the School District will inform the SRO, as soon as reasonably possible, of the names of specific individuals who are not permitted on School District property, as well as any anticipated safety concerns involving parents, students, or other individuals
- g. **Notice of Disciplinary Hearings.** The School District will provide the SRO with reasonable advance notice of any disciplinary hearing that will require the SRO's attendance.
- h. **Copy of School Regulations.** The School District will provide the City with a copy of applicable school regulations applying to students and District employees.
- i. **Presence at School.** The School District will not assign the SRO to regularly assigned lunchroom or hallway monitoring duties. However, the SRO is highly encouraged to eat lunch with students and be present in the hallways as part of the School District and City's goal of developing positive relationships between the SRO and the school community

6. PROPERTY AND EQUIPMENT. Each party will maintain ownership of all property and equipment provided to the SRO or other party for and in furtherance of the purposes of this Agreement. Upon termination or expiration without renewal of this Agreement, any property and equipment so provided shall be returned to the party that owns and provided the property and equipment. Each party shall be responsible for damage to or loss of any property or equipment furnished thereby in furtherance of the purpose of this Agreement. Except for willful misconduct, each party waives the right to sue the other party for any damages to or loss of its property or equipment, even if the damages were cause wholly or partially by the negligence of the other party, its officers, agents, or employees. Neither party shall be liable or responsible to the other party for depreciation of any property or equipment.

7. DUTIES AND WORK SCHEDULE OF THE OFFICER. The peace officers serving as SROs pursuant to this Agreement shall perform SRO duties and services during regular school days and during other events, activities, and meetings as agreed upon by the parties. The School District and City may develop and agree to a modified or different work schedule and new or additional SRO duties. Time spent by a SRO on SRO duties in excess of eight (8) hours in one day or forty (40) hours in one week will be on a specific, case-by-case basis and will require the advance approval of the City and the School District.

8. ADDITIONAL OFFICER DUTIES. The peace officers serving as SROs will respond to emergency calls, attend police training, and perform any other special duties as assigned by the City while fulfilling the SRO requirements under this Agreement.

9. CITY'S AUTHORITY. Although the SRO will work collaboratively with the District's Superintendent, Principals, and their designees, the SRO will be supervised by the Chief of Police. The Chief of Police is responsible for determining the SRO's work assignment and ensuring compliance with the Police Department's directives. The City will retain its authority over officer standards of performance, conduct and discipline of officers, performance reviews, and other internal matters related to enforcement services. The School District shall provide the City with a written appraisal of the services rendered by the SRO at the end of each contract term. The School District shall immediately notify the City in writing of any performance deficiencies or inappropriate conduct of the SRO. All disciplinary action shall be under authority of the City. If the SRO's performance is deficient or the SRO engages in inappropriate conduct, the School District may request that a new officer be assigned by the City to the SRO position pursuant to the procedures set forth in paragraph 7(d) of this Agreement.

10. BACKGROUND CHECKS. The City must conduct, or have conducted, a criminal background check on all peace officers who will provide any services pursuant to this Agreement. The background check must be completed before the peace officer begins performing any services or the SRO position under this Agreement.

11. PROHIBITED ACTIONS. In the absence of exigent circumstances, a peace officer who is employed by the City, including the SRO, may not 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; or (c) the officer has obtained prior written 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. 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, with the exception that a SRO who witnesses an incident or otherwise has information related to a non-criminal incident may be a witness in

an investigation or hearing related to the incident. The SRO may not participate in any interviews with news media regarding incidents that occur on District property without the prior written permission of the Superintendent.

12. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement may be construed to create a partnership or joint venture between the School District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the Minnesota Government Data Practices Act, each party is considered to be an independent contractor relative to the other party.

13. SRO EMPLOYMENT STATUS. At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers 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 School District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs, including those assigned as SROs, and is solely responsible for all employment and administrative functions related to SROs and 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), PERA, FICA, other compensation and benefits, maintaining personnel records, and any labor disputes or grievances.

14. LIABILITY AND INDEMNIFICATION. Except for claims arising out of the willful misconduct or gross negligence of the other party, its officers, employees, officials, agents or representatives, each party shall be 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, hold harmless, and defend the other party and its officers, agents, and employees against any and all damages, losses, judgments, costs, claims, expenses, liabilities, and actions, including reasonable attorney fees, arising out of or resulting from any act or omission of the party or its officers, agents, or employees in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and neither party waives any defenses or immunities available under Chapter 466.

15. NOTICES. Any notice, demand, request, or other communication that may or shall be given or served by the parties, shall be deemed to have been given or served three (3) business days after the same is deposited in the U.S. mail, registered or certified postage prepaid, and addressed as follows:

a. To the City:

Attn: Police Chief, Wayzata Police Department,
600 Rice Street E
Wayzata, MN 55391

b. To the School District:

Attn: Executive Director of Business Services, Business Office
220 County Road 101 N
PO Box 660
Wayzata, MN 55391

Either party may designate a different addressee or address at any time by giving written notice to the other party.

16. 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”). The parties recognize that educational data maintained by the School District are protected under the MGDPA and under the Family Educational Rights Privacy Act (“FERPA”), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless the School District is reporting a crime or another statutory exception applies, the School District may not disclose private educational data to a 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 School District’s responsibilities under FERPA.

The School District and the City agree that any use of body worn cameras by SROs must be subject to and in compliance with federal, state, and local laws and regulations and with Wayzata Police Department Policy 422 Body Worn Cameras. Any video recording or audio recording captured by an SRO’s body worn camera and maintained by the Wayzata Police Department constitutes a record of a law enforcement unit and does not constitute educational data under the MGDPA or FERPA. All recordings captured on an SRO’s body worn camera will be the property of the Wayzata Police Department and the School District shall not be responsible for their storage, maintenance, release, or disposal. The Wayzata Police Department is responsible for the storage, maintenance, release, and disposal of any recordings captured on an SRO’s body worn camera and is responsible for any misuse of such recordings. The City agrees to indemnify, hold harmless, and defend the School District and its officers, agents, and employees against any and all damages, losses, judgments, costs, claims, expenses, liabilities, and actions, including reasonable attorney fees, arising out of or resulting from any recordings captured by an SRO’s body worn camera.

17. NO UNLAWFUL DISCRIMINATION. The School 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 preference, HIV status, public assistance status, creed, or national origin. In addition, the School 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 preference, HIV status, public assistance status, creed, or national origin.

18. WAIVER AND ENFORCEMENT. The failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of that term, covenant, 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. Each party is be responsible for its own costs, expenses, and any attorneys’ fees associated with this Agreement and any related matters, including enforcement of this Agreement.

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.

20. CHOICE OF LAW, FORUM, AND SEVERABILITY. This Agreement is governed by the laws of the State of Minnesota. 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.


21. ENTIRE AGREEMENT, AMENDMENTS, AND EFFECT. This Agreement constitutes the entire agreement between the parties regarding the SRO position and duties and any additional services or responsibilities related thereto, and no other agreement prior to this agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. 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 on any statements, promises, agreements, or representations that are not stated in this Agreement. No amendments or changes to this Agreement are valid and effective unless set forth in writing and signed by both parties. A copy of this Agreement has the same legal effect as the original

IN WITNESS WHEREOF, the City of Wayzata and the Independent School District #284 have caused this Agreement to be executed by their respective duly authorized officers. 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.

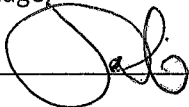
CITY OF WAYZATA

By: 

Mayor

By: 

City Manager

Date: 

INDEPENDENT SCHOOL DISTRICT 284

By: _____

Board Chair

By: _____

Superintendent

Date: _____

5. ADJOURN