

SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

This Agreement is made, this _____ day of _____, 2019, by and between the Southern Plains Education Cooperative (hereinafter "Cooperative"), and the CITY OF FAIRMONT POLICE DEPARTMENT (hereinafter "Police Department") as follows:

WHEREAS, the Police Department agrees to provide the Cooperative a School Resource Officer (SRO) Program in the Cooperative; and

WHEREAS, the Cooperative and the Police Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SRO for the Cooperative;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Cost of the SRO Program.**

- A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. The summary of the costs will be approximately 680 hours of service during the academic calendar year provided by the Police Department to the Cooperative. The cost of those hours will be paid by the Cooperative at the current yearly full time officer rate plus the cost of benefits including PERA. The hourly full time officer rate of pay for 2019 is \$35.16 per hour. The hourly full time officer rate of pay for 2020 is \$36.39 per hour. The hourly fulltime officer rate with benefits and PERA for **2019 is \$54.65**. The hourly fulltime officer rate with benefits and PERA for **2020 is \$56.05**. The hourly rate will be increased yearly to be consistent with the Police Department LELS Local 176 contract.

2. **Employment of School Resource Officers.**

- A. The SRO will be a Fairmont Police Department employee and will be subject to the administration, supervision and control of the Police Department. The SRO will be a full-time licensed peace officer employed by the Police Department. The Police Department may utilize a full-time licensed peace officer working part-time hours to satisfy the SRO position with the Cooperative.

- B. The SRO will be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. The Police Department, in its sole discretion, will have the power and authority to hire, discharge, and discipline the SRO.
- D. A joint committee composed of representatives of the Police Department and the Cooperative will make recommendations for the SRO position to the Chief of Police who will assign such officer. If the Cooperative is dissatisfied with the SRO who has been assigned to the school district, then they may request that the Chief of Police assign a different officer as the SRO.

3. **Duty Hours.**

- A. SRO duty hours will be flexible shifts to total 20 hours per week on a Monday through Friday basis. Any Police Department approved overtime incurred from school related calls will be paid to the SRO by the Police Department and reduced from future service time for the Cooperative.
- B. It is understood and agreed that time spent by the SRO attending district court, juvenile court, training, and/or criminal cases arising from and/or out of their employment as an SRO will be considered as hours worked under this Agreement.
- C. The SRO's primary assignment during SRO duty hours will be to the Cooperative. However the SRO will have discretion to leave the school district to assist other officers for officer safety, to work traffic enforcement applicable to general school traffic safety or in the event of an emergency as needed to protect the community. If ordered by the Police Department, the SRO will leave the school during normal duty hours to perform other services for the Police Department as directed by the Police Department when needed on a reasonable basis.
- D. In the event the SRO is unable to meet an assigned duty shift, the SRO will notify his or her supervisor in the Police Department and the designated administrator at the Cooperative. For an extended absence, the Police Department will assign another officer to meet the agreed upon schedule. In other instances of absence a day shift patrol officer will respond to the school on an as needed basis.

4. **Term of Agreement.**

The initial term of this Agreement is three years commencing on the ____ day of _____, 2019, and ending on the ____ day of _____, 2022, however, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty-day notice to the other. Following the initial 3 year term, this agreement will be automatically renewed for successive one year periods unless either party requests termination or modification of this agreement. This request will be made in writing with a sixty day notice.

5. **Duties of School Resource Officers.**

The responsibilities of the SRO will include but are not limited to:

- A. Protect the students, staff and public at large against criminal activity. Investigate crimes committed on campus. Establish rapport between SRO and student population. Establish rapport between SRO, parents, faculty, staff, and administrators. To establish rapport, the SRO will be in the hallways before and after school between classes, on the playground and during meals. The SRO will also address student issues in the area surrounding campus. The SRO will build relationships with students and participate in their reward activities. The SRO will not act as the school disciplinarian.
- B. To be a visible, active law enforcement figure on campus dealing with public safety, law enforcement matters and school code violations. As to school code violations, the SRO will take the student to the school office for discipline to be meted out by school officials.
- C. The SRO will notify school personnel and/or parents of a student when the SRO takes any direct law enforcement action and/or school code action involving a student, on-campus or off-campus during school hours.
- D. To provide a classroom resource for law enforcement related education using approved materials when requested and feasible.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of child protection and substance abuse issues.
- G. To make appearances before the school board, parent groups, teacher groups and other groups associated with the school as a speaker on a variety of requested law enforcement and public safety topics.

- H. The SRO will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty or staff at risk of harm. The SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the school office for discipline to be meted out by school officials or make the appropriate and timely referral as reasonable.
- I. In all other cases, disciplining students is a Cooperative responsibility, and the SRO will take students who violate the code of conduct to the school office where school discipline can be meted out.
- J. It will be the responsibility of the SRO to report all crimes originating on campus like a patrol officer would while working a patrol shift. Reporting to school officials or exceptions will be done within current statute and policy.
- K. The SRO will share information with the Cooperative about persons and conditions that pertain to Cooperative safety concerns. Including facilitation of the sharing of information required by Minnesota State Statute regarding school notification forms for certain crimes committed and substance abuse violations.
- L. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, and counselors that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- M. The SRO and the Cooperative will evaluate emergency plans and strategies to prevent and/or minimize dangerous situations. The SRO will participate and serve as an advisor in lock down drills and other emergency related School District drills.
- N. The SRO will coordinate his/her activities with the principal and staff members and will seek permission, guidance, and advice prior to enacting any programs within the school.
- O. The SRO may be asked to provide community wide or within the Cooperative crime prevention presentations or assist as a member of a board or program that may include, but are not limited to:
 - Drugs (Prevention and Education) – Adult and/or Juvenile;
 - Alcohol (Prevention and Education) – Adult and/or Juvenile;
 - Safety programs – Adult and/or Juvenile;
 - Social Media Awareness- Adult and/or Juvenile;
 - Assistance in other crime prevention programs as assigned.
- P. The SRO will assist Cooperative staff with truancy visits or Cooperative initiated welfare checks if visiting the residence within the City of Fairmont

is deemed unsafe for Cooperative staff to go alone, as determined by Cooperative staff and/or the SRO on an as needed basis.

- Q. The SRO will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The expectation is that the SRO will wear his/her current Police Department uniform and associated equipment as the primary uniform in the capacity of SRO.
- R. The SRO will wear their department authorized duty weapons and duty equipment in accordance with department policy.

6. Duties of School District:

The responsibilities of the School District include but are not limited to:

- A. The Cooperative will provide the SRO with space within the school for the SRO to conduct interviews and other associated activities as needed. This may be general access to a common conference room or shared office space. The Cooperative will provide the SRO with an area for a locked filing cabinet for storage of related SRO materials.
- B. When Cooperative personnel discover weapons, drugs, alcohol, or other illegal contraband on school property, the Cooperative will notify the SRO or police department as soon as reasonably possible. The contraband will be taken into custody by the SRO or other on duty police officer and handled according to police department policy for evidence or disposal.
- C. In case of emergency, if the SRO is not immediately available, the Cooperative will call 911 for immediate assistance

7. Chain of Command.

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In relation to the duties at the Cooperative, the SRO will work with the chain of command at the Cooperative.

8. Access to Education Records.

- A. The Cooperative will allow the SRO or Police Department to inspect and copy any public records maintained by the Cooperative to the extent allowed by law.

- B. If some information in a student's record is needed to protect the health or safety of the student or other individuals, the Cooperative will disclose to the SRO or Police Department that information which is needed in accordance with the FERPA act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By: _____

By: _____

Exhibit A

School Resource Officer (SRO) Costs:

1. 680 hours to be scheduled by SRO and Coordinator.
2. Current LELS Local 176 hourly rate for full time Fairmont Police Department patrol officer plus the cost of benefits including PERA.
3. Two hours of salary paid at the overtime rate including benefits per the current LELS Local 176 contract per call for the services of the Fairmont Police K-9 unit.

The City of Fairmont will invoice the Cooperative the cost of the SRO monthly. Hours of service shall be tracked by notation on the time sheet of any Fairmont Police Officer providing services to the Cooperative.

The work schedule will be determined monthly by the SRO with input from the Cooperative. A copy of the calendar will be provided to the Cooperative and the Fairmont Police Captain.