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*Independent School District 625*

360 Colborne Street  
Saint Paul, MN 55102-3299

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March 1, 2019

Rebecca Lucero, Commissioner  
MN Dept. of Human Rights  
Freeman Building  
625 Robert Street North  
Saint Paul, MN 55155

Dear Commissioner Lucero,

This is Independent School District No. 625's first semi-annual report to the Minnesota Department of Human Rights (MDHR) pursuant to the Collaboration Agreement entered into by the parties on June 14, 2018. This report provides information concerning District No. 625's progress implementing the District's Educational Plan ("Plan"). Summary discipline data, as agreed to in the Collaboration Agreement, is attached to this report.<sup>1</sup>

Through the implementation of this Plan, in alignment with the District's Strategic Plan, SPPS Achieves, the District intends to reduce suspensions and expulsions for students of color, American Indian students, and students with disabilities. The effectiveness of the District's Plan will be measured, in part, by its suspension data. The District has identified Positive Behavioral Interventions and Supports ("PBIS")/Multi-Tiered System of Supports ("MTSS") framework as the structure to organize and operationalize evidence-based practices that serve to reduce rates of suspensions and expulsions for students of color, American Indian students, and students with disabilities. Social Emotional Learning ("SEL") programs, Restorative Practices, and Trauma Informed practices are included in the District-wide multi-tiered framework of support.

SPPS Achieves includes the objective of creating inclusive school cultures where students are supported to show up as their full selves and thrive as individual learners in a global society. Achievement of this objective includes implementation of PBIS at every school, integrating social-emotional learning support, in alignment with the District's Plan.

In furtherance of its goal of District-wide implementation of PBIS, the District has communicated with its Principals on multiple occasions about the action steps necessary for District-wide implementation of PBIS. Assistant Superintendents have provided one-on-one support to buildings seeking assistance in implementation of PBIS and its individual action steps and the Office of School Climate and Support (OSCS) has provided numerous incidences of one-on-one support to buildings to assist in implementation of PBIS and its individual action steps. OSCS has

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<sup>1</sup> The summary data is separated by quarter 1 and quarter 2 of the 2018-19 academic year. When the resolutions are disaggregated by school site or when the events are disaggregated, an asterisk (\*) is used when fewer than 20 of each event or resolution had occurred during the quarter, so as to avoid the risk of identifying any particular student, incident, or resolution.

also provided numerous formalized trainings regarding PBIS during the 2018-19 academic year to staff throughout the District, including, but not limited to: training for all 400 newly hired licensed staff; training for approximately 300-360 licensed staff as part of the District's Achievement of Tenure series; workshops for PBIS Implementation Teams; training for all new SWIS users; and additional trainings for principals, assistant principals, and PBIS representatives. Further, given the importance of accurate data analysis in the implementation of PBIS, all individuals who are authorized to enter ODR data, including suspension data, into the District's information system must complete a training course before entering any such data. A senior leadership team has reviewed, and will continue to review, ODR data on a quarterly basis. Assistant Superintendents have received and reviewed office discipline referral ("ODR") data for each of the schools that they supervise.

In furtherance of its commitment to include Restorative Practices within the District's multi-tiered framework of support, the District sought and obtained a federal grant to begin implementation of Restorative Practices at eight (8) schools. This is in addition to the current Restorative Practices sites in the District.

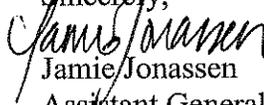
In furtherance of the District's commitment to include SEL within the District's multi-tiered framework of support, the District has committed to contracting with the Collaborative for Academic, Social, and Emotional Learning ("CASEL") to conduct a systemic Social and Emotional Learning Readiness and Engagement Analysis. CASEL will prepare a report and preliminary action plan for the District.

Additionally, with the goal of engaging its families and staff in PBIS, the District has developed a seminar regarding PBIS for its Parent Academy series. That seminar is currently scheduled to be offered for the first time in April 2019. The District has also created the attached one-page resource of research regarding PBIS. *See attached.* This one-page resource is provided to all new staff in the District that complete the District's onboarding process. In addition, time permitting, an introduction video to PBIS is shown during the onboarding process.

Furthermore, the District has revised its contract with the City of Saint Paul for the provision of School Resource Officers ("SROs") in District schools. *See attached.* In alignment with the Collaboration Agreement, Appendix B to that Contract now says that "School Resources Officers will not be involved in recommending or determining student discipline and will not be involved in investigating incidents of student discipline that do not involve a possible crime." *See attached.* SROs are also required to participate in racial equity training each calendar year. *See attached.*

Finally, the District has consistently participated in the statewide Diversion Committee.

Please reach out to me with any questions or concerns.

Sincerely,  
  
Jamie Jonassen  
Assistant General Counsel  
Attachments

**QUARTER 1**

<b>Event Name</b>	<b>Dismissal, less than one half day</b>	<b>Dismissal, more than one half day</b>	<b>In School Suspension (4 hours or more)</b>	<b>Suspension</b>
Absence, Chronic Truancy	23	73	*	*
Absence, Tardiness	*	*		*
Absence, Unexcused	*	*		*
ALCOHOL		*		*
Assault	*	*		29
Assault Aggravated (firearm, dangerous weapon, or other weapon)				*
Assault on Staff	*			*
Assault on Staff, Aggravated (substantial or great bodily harm)				*
Assault, Aggravated (substantial or great bodily harm)				*
Bullying	*	*	*	*
Bullying Using Technology	*	*		
Criminal Act				*
Damage to Property of Others		*		
Damage to School Property	*	*	*	*
Defiance of Authority	30	116	*	34
Discrimination			*	
Disorderly Conduct		*		
Disruptive Behavior	55	132	*	54
Disruptive Behavior to/from School		*		*
Disruptive Behavior, Severe	23	45	*	78
DRUGS OR CONTROLLED SUBSTANCES	*	25		51
Fighting	30	143	*	362
Firearm				*
Fires and False Fire Alarms			*	*
Gambling		*		
Gang Activity		*		*
HARASSMENT BASED ON PROTECTED S	*	*	*	*
Incapacitation Device, Possession, without use or intent to use		*		*
Interference/Obstruction	*	*		*
Language, Abusive	*	50		21
Language, Inappropriate	*	21	*	*
Leaving School Grounds	*	*		*
Physical Aggression to Staff	32	87	*	87
Physical Aggression, Bodily Harm	*	56	*	74
Physical Aggression, Sub Bodily Harm	*	23	*	22
Physical Contact, No Bodily Harm	38	82	*	47

Poss Dangerous Weapon, not Firearm	*	*		24
Poss Other Weapon, no intent, not Dangerous		*		*
Poss Other Weapon, with intent, not Dangerous	*			*
Possession, Other Prohibited Items	*	*		*
Sexual Behavior	*	*	*	*
Sexual Harassment		*		*
Sexual Violence				*
Student Dress	*	*		
Technology - Unauthorized, Inappropriate Use	*	*		*
Technology Misuse/Violation	*	*		*
Theft, Major	*			*
Theft, Minor		*		*
Threats	*	*	*	39
Threats, Aggravated				*
Tobacco and Tobacco Related Devices	*	*		
Trespassing		*		
Unauthorized Use of School Property	*	*		

**QUARTER 1**

<b>School</b>	<b>Dismissal, less than one half day</b>	<b>Dismissal, more than one half day</b>	<b>In School Suspension (4 hours or more)</b>	<b>Suspension</b>
006 Agape		*		*
210 Central Sr	*	28		69
211 Creative A	*	*		*
212 Como Park	31	41	*	84
215 Harding Sr	*	47		39
220 Highland P		31	*	25
225 Humboldt S	*	56	*	82
230 Johnson Sr	26	59		44
250 Open World		*		*
252 Washington	30	96		56
310 Battle Cre	*	39		78
315 Farnsworth	*	20		*
330 Highland P	*	34	*	*
342 Murray Mid	*	21	*	70
344 Parkway Mi	*	*	*	72
345 Ramsey Mid	*	36		24
410 Adams Elem	*	*	*	*
415 John A Joh				*
422 Battle Cre	*			*
424 Benjamin M	*	20		*
425 Chelsea Ht		*		
428 Cherokee H	*	38		*
431 Como Park	*	*	*	*
433 Daytons Bl	*	52		*
435 Expo Elem	*	*	*	
449 Bruce Vent	*	26	*	*
452 Eastern Ht		*		*
458 Farnsworth	*	*		
460 Four Seaso	*	*	*	*
462 LEtoile Du			*	
463 LEtoile Du	*		*	
464 Frost Lake	*	*	*	*
465 Crossroads	*	*	*	*
466 Crossroads	*	*	*	*
467 Galtier El	*	*		*
476 Groveland	*			
482 Hamline El	*		*	22
483 Jie Ming E	*			
488 Heights El	*	25	*	*
489 Hazel Park	*	79	*	98
491 Highland P	*	*		
493 JJ Hill Mo	*	*	*	*

494 Capitol Hi	*	*		*
496 Highwood H	*	*	*	*
500 Jackson El		*		*
510 Linwood Lo				*
518 Horace Man	*	*		
524 Maxfield E	*	*		*
527 Mississipp	*	*		*
528 Linwood Up	*	*	*	*
533 Nokomis No	*			*
541 Phalen Lak	*	*		*
545 Randolph H		*		
551 Riverview	*	*		*
552 Wellstone	*	*	*	*
557 St Anthony	*	*		*
558 St Paul Mu	*	*		*
578 Obama Elem	*	*		*
579 American I	*	*		58
607 River East	*	30		28
695 Journeys S		*		*
710 Gordon Par	*	*		*
718 Gateway to		*		*

**QUARTER 1**Dismissal, less than one half  
day

American Indian	3.15%
Asian	4.10%
Hispanic	10.41%
Black	72.56%
White	9.78%
not SPED	62.15%
SPED	37.85%

Dismissal, more than one half  
day

American Indian	2.98%
Asian	3.67%
Hispanic	11.51%
Black	71.63%
White	10.22%
not SPED	65.28%
SPED	34.72%

In School Suspension (4 hours  
or more)

American Indian	1.09%
Asian	4.35%
Hispanic	11.96%
Black	70.65%
White	11.96%
not SPED	70.65%
SPED	29.35%

Suspension

American Indian	4.81%
Asian	4.08%
Hispanic	9.52%
Black	72.80%
White	8.79%
not SPED	56.03%
SPED	43.97%

	Dismissal, less than one half day	Dismissal, more than one half day	In School Suspension (4 hours or more)	Suspension
<b>QUARTER 2</b>				
Absence, Chronic Truancy	42	152	*	24
Absence, Tardiness	*	21		*
Absence, Unexcused	*	*		*
ALCOHOL		*		*
Assault	*	*	*	54
Assault Aggravated (firearm, dangerous weapon, or other weapon)				*
Assault on Staff	*			*
Assault on Staff, Aggravated (substantial or great bodily harm)				*
Assault, Aggravated (substantial or great bodily harm)				*
Bullying	*	*	*	*
Bullying Using Technology	*	*		*
Criminal Act				*
Damage to Property of Others		*	*	*
Damage to School Property	*	22	*	22
Damage to Technology Resources, Intentional				*
Defiance of Authority	80	245	20	56
Discrimination		*	*	
Disorderly Conduct		*		
Disruptive Behavior	97	269	22	104
Disruptive Behavior to/from School	*	*		20
Disruptive Behavior, Severe	58	123	*	147
DRUGS OR CONTROLLED SUBSTANCES	*	61	*	90
Fighting	64	278	27	670
Firearm				*
Fires and False Fire Alarms			*	*
Gambling		*		*
Gang Activity		*		*
HARASSMENT BASED ON PROTECTED STATUS	*	*	*	*
Incapacitation Device, Possession, without use or intent to use				*
Interference/Obstruction	*	*		*
Language, Abusive	*	89		44
Language, Inappropriate	*	31	*	*
Leaving School Grounds	*	27		*
Physical Aggression to Staff	51	159	*	164
Physical Aggression, Bodily Harm	26	113	*	123
Physical Aggression, Sub Bodily Harm	*	39	*	38
Physical Contact, No Bodily Harm	73	180	32	99

Poss Dangerous Weapon, not Firearm	*	*		41
Poss Other Weapon, no intent, not Dangerous		*	*	20
Poss Other Weapon, with intent, not Dangerous	*			*
Possession, Other Prohibited Items	*	*		*
Racial or Religious Violence				*
Record and Identification Falsification		*		
Sexual Behavior	*	*	*	*
Sexual Harassment	*	*		*
Sexual Violence				*
Student Dress	*	*		
Technology - Unauthorized, Inappropriate Use	*	*	*	*
Technology Misuse/Violation	*	*		*
Technology, Repeated Misuse of District Resources				*
Theft, Major	*	*		*
Theft, Minor	*	*		*
Threats	*	45	*	98
Threats, Aggravated		*		*
Tobacco and Tobacco Related Devices	*	*	*	*
Trespassing		*		*
Unauthorized Use of School Property	*	*		*

**QUARTER 2**

	Dismissal, less than one half day	Dismissal, more than one half day	In School Suspension (4 hours or more)	Suspension
006 Agape	*	*		*
210 Central Sr	*	62		131
211 Creative A	37	33		45
212 Como Park	40	83	*	133
215 Harding Sr	*	97		89
220 Highland P		51	*	51
225 Humboldt S	*	115	*	190
230 Johnson Sr	52	94		82
250 Open World		*		*
252 Washington	76	252		115
310 Battle Cre	*	88	*	93
315 Farnsworth	*	43	*	38
330 Highland P	*	72	*	22
342 Murray Mid	45	58	*	122
344 Parkway Mi	*	30	*	126
345 Ramsey Mid	*	67		48
410 Adams Elem	*	39	*	*
415 John A Joh	*	*	*	*
422 Battle Cre	*	*		*
424 Benjamin M	*	31		*
425 Chelsea Ht	*	*		
428 Cherokee H	21	59	*	23
431 Como Park	*	24	*	20
433 Daytons Bl	20	67	*	*
435 Expo Elem	*	*	*	*
449 Bruce Vent	21	53	*	*
452 Eastern Ht	*	*		*
458 Farnsworth	*	*		
460 Four Seaso	*	*	*	*
462 LEtoile Du		*	*	
463 LEtoile Du	*	*	*	
464 Frost Lake	*	*	*	*
465 Crossroads	*	*	*	*
466 Crossroads	*	*	*	*
467 Galtier El	*	*		*
476 Groveland	*	*		*
482 Hamline El	*		*	45
483 Jie Ming E	*			
488 Heights El	*	49	*	*
489 Hazel Park	*	140	*	147
491 Highland P	*	*		*
493 JJ Hill Mo	*	*	*	*
494 Capitol Hi	*	53		39
496 Highwood H	*	*	*	*

500 Jackson El	*	*		*
510 Linwood Lo		*		*
518 Horace Man	*	*		
524 Maxfield E	*	*		23
527 Mississipp	*	*	*	*
528 Linwood Up	*	*	33	32
533 Nokomis No	*			*
534 Nokomis So		*		
541 Phalen Lak	*	*	*	*
545 Randolph H	*	*		*
551 Riverview	*	23		*
552 Wellstone	*	*	*	24
557 St Anthony	*	*		*
558 St Paul Mu	*	22		*
578 Obama Elem	*	29		*
579 American I	*	*	*	110
607 River East	*	58		62
608 Focus Beyo				*
695 Journeys S		*		*
710 Gordon Par	*	*		*
718 Gateway to		*		

**QUARTER 2**Dismissal, less than one half  
day

American Indian	2.95%
Asian	4.43%
Hispanic	11.15%
Black	71.48%
White	10.00%
not SPED	62.46%
SPED	37.54%

Dismissal, more than one half  
day

American Indian	2.66%
Asian	4.48%
Hispanic	11.58%
Black	72.06%
White	9.22%
not SPED	66.24%
SPED	33.76%

In School Suspension (4 hours  
or more)

American Indian	2.21%
Asian	4.42%
Hispanic	13.81%
Black	66.30%
White	13.26%
not SPED	69.06%
SPED	30.94%

Suspension

American Indian	4.45%
Asian	4.26%
Hispanic	9.35%
Black	72.49%
White	9.45%
not SPED	57.17%
SPED	42.83%

# Positive Behavior Interventions and Supports (PBIS) – Fact Sheet



Saint Paul Public Schools (SPPS) recognizes the importance of positive school culture and providing quality supports to students and staff across the district. PBIS is a framework for all schools to create and sustain positive, effective, and culturally inclusive environments that support academic and social success for all students. PBIS emphasizes pro-actively preventing problem behaviors and increasing the opportunity for student learning and time in the classroom. There is overwhelming evidence that it is more effective to teach and reinforce positive behaviors than punish misbehavior.

PBIS started in the 1980's delivering effective behavioral interventions for students with developmental disabilities. Due to the positive impact, PBIS became widely used for all students by the 1990's. Currently 25,911 schools are implementing PBIS across all 50 states and in urban, suburban and rural schools (pbis.org website, retrieved 9/4/2018).

Within each SPPS school, the following systems and practices are foundational to PBIS implementation:

- Each school creates clear and consistent expectations school-wide and in the classroom to promote positive behavior. These expectations, which reflect the school community and culture, are defined, taught, modeled, reinforced and (when necessary) retaught.
- Schools collect and use data to guide how they teach and reinforce the behavior expectations. Data is also used to identify students in need of additional support and match them to the appropriate intervention.
- Each school continually refines its systems and practices across three tiers as needed. The goal is to provide positive and equitable behavioral, social, and academic outcomes for all students.
- School staff use evidence-based best practices to teach and reinforce pro social skills.
- PBIS teams use multiple forms of data to inform school wide decision making.
- Each school completes the Tiered Fidelity Inventory (TFI) twice a year to measure PBIS implementation at Tiers 1, 2, and 3.
- Schools use the SPPS Standardized Data Collection system which includes: the School Wide Discipline Plan, the Standardized Office Discipline Referral form, and accurate data collection practices.

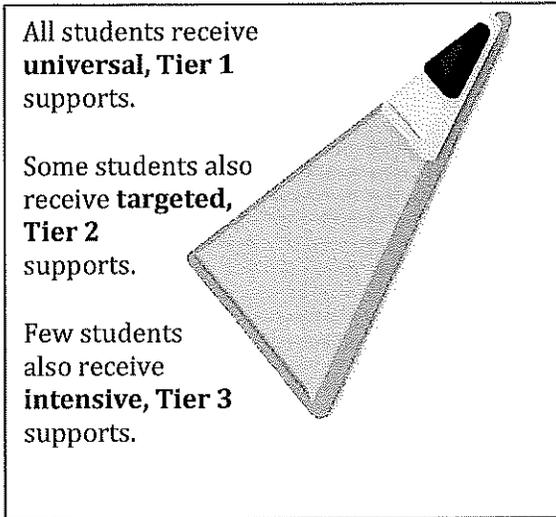
## PBIS Outcomes

With high implementation of school-wide PBIS, research reports the following effects of PBIS:

- Reduction in office discipline referrals<sup>2,4</sup>
- Reduction in out of school suspensions and expulsions<sup>2,4</sup>
- Reduction in bullying<sup>5,12</sup>
- Improved social emotional competence<sup>1,2,3,13</sup>
- Improved school's organizational health as per staff reports<sup>6,7,11</sup>
- Improved academic achievement<sup>2,6,10</sup>
- Improved perception of safety<sup>14</sup>
- Improvement in teacher ratings of classroom behavior, concentration and self-regulation<sup>5,12</sup>
- Improved teacher self-efficacy<sup>8</sup>

(<sup>1</sup>Barrett et al., 2008; <sup>2</sup>Horner et al., 2009; <sup>3</sup>Metzler et al., 2001; <sup>4</sup>Bradshaw, Mitchell, & Leaf, 2010; <sup>5</sup>Bradshaw, Waasdorp, & Leaf, 2012; <sup>6</sup>McIntosh et al., 2011; <sup>7</sup>Bradshaw, Koth, et al., 2008; <sup>8</sup>Kelm & McIntosh, 2012; <sup>9</sup>Ross & Horner, 2006; <sup>10</sup>Bradshaw et al., 2010; <sup>11</sup>Bradshaw, Koth, Thornton, & Leaf, 2009); <sup>12</sup>Waasdorp, Bradshaw & Leaf, 2012; <sup>13</sup>Sprague et al, 2001); <sup>14</sup>Schneider, Walker, & Sprague, 2000).

## Three Tiers of Support



The PBIS framework is a multi-tiered continuum of support with three different levels or tiers:

**All students** receive Tier 1 supports. Tier 1 focuses on establishing a school-wide positive social culture that includes (a) defining and teaching a small set of behavioral expectations, (b) establishing a system for reinforcing performance of these expectations, (c) implementing a consistent system for interrupting, correcting, and redirecting behavioral errors, and (d) building an efficient system to collect, summarize, and use data for decision-making. When Tier 1 is implemented with fidelity, approximately 80% of students will not require additional support.

Tier 2 supports are designed for **some students** who benefit from additional supports and interventions beyond Tier 1

systems. Tier 2 systems focus on providing moderate intensity, evidence-based interventions quickly and effectively by using data to identify and match students to appropriate interventions.

Tier 3 systems and practices are characterized by individualized support plan design, comprehensive support plan implementation, and the management of support by a team uniquely organized to meet the preferences and needs of individual students. This Tier 3 team is often referred to as Student Assistance Team or SAT. This is a high-intensity approach to support, intended for 5% or **fewer** students within a school. As symbolized within the figure, Tier 3 supports are expected to be (a) accessed by fewer students than Tier 1 and Tier 2 supports and (b) more effective when delivered within schools that are implementing strong Tier 1 and 2 systems.

At each tier, students learn and practice the social-emotional and behavioral skills they need to do well in school and throughout their lives.

### Equity

Classrooms are constructed around sets of norms, values, and expected behaviors that are culturally bound. Critical to implementing PBIS is infusing the school's culture and values into its systems and practices. Bringing the entire school community together to identify shared behavior expectations will ensure families' and students' cultural practices are represented and incorporated when developing school-wide norms, lessons, and reinforcement systems.

In an equitable school culture, multiple sets of data are examined and disaggregated by subgroup (race/ethnicity and disability status) to examine potential disproportionality of ODRs and modify practices as needed with the goal of equally benefitting all student groups.

PBIS is the framework used in every SPPS school to implement a culturally relevant continuum of supports, including Restorative Practices, Trauma Informed Practices and Social Emotional Learning programs. PBIS provides a multi-tiered structure for implementing evidence-based practices to improve academic, social and behavioral outcomes for all students.

THIS AGREEMENT, made this 15, day of Dec, 2018, by and between INDEPENDENT SCHOOL DISTRICT #625, hereinafter referred to as "District", and CITY OF SAINT PAUL on behalf of its SAINT PAUL POLICE DEPARTMENT, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Board of Education of Independent School District No. 625 has by virtue of Board File No. \_\_\_\_\_, and the City Council, City of Saint Paul has by virtue of Council Resolution No. \_\_\_\_\_, authorized an agreement providing School Resource Officer (SRO) services to the District;

Now, therefore, IT IS HEREBY AGREED, by and between the parties, as follows:

**General.** The District agrees to pay City as specified herein to permit the assignment of School Resource Officers and Supervisor(s), all sworn police officers, for law enforcement and educational services to be performed on behalf of the District during the period of July 1, 2018, through June 30, 2019. The Scope of Services for this Agreement is as listed below.

1. **Scope of Services.** The SRO Program has two components:
  - a. *Assignment of Officers:* The City will provide seven (7) School Resource Officers. These personnel will be dedicated to the duties of their School District assignments. These personnel will not be removed from the School District assignments, except pursuant to section 5. The City retains the discretion to assign or remove its personnel as SROs and to train, supervise, evaluate, discipline and direct the work of the officers with input from the District SEM Director. The District shall be included in the interview, selection and assignment process as stated in Appendix A.
  - b. *Basic Services:* The duties performed by School Resource Officers are described in attached Appendix B. SROs are responsible for performance of the duties in accordance with "post orders" as stated in Appendix B. The City will provide each School Resource Officer with a police vehicle, gasoline, and vehicle maintenance. The City will provide a Sergeant that is responsible for the supervision of School Resource Officers and maintaining a working relationship between the City and the School District's Security staff.
2. **Term of Agreement.** This Agreement will cover the period of July 1, 2018, through June 30, 2019, inclusive.
3. **Condition of Employment.** All services and duties performed by the assigned Officers will be within the course of employment by the City. Officers, as City employees assigned under the Agreement, will remain employees of the City and, therefore, are covered by the City's Workers Compensation Program, will be paid by the City, and are entitled to all benefits provided by their employer. Officers assigned under the Agreement will be expected to abide by and are governed by the rules and regulations of the City.

*Work Schedule:* The City shall establish the hours of work and the days of work for the SRO. However, the City will schedule officers to work on days and hours on which classes are in session as per the District school calendar. Officers will be posted at their designated school a minimum of thirty (30) minutes prior to the start of the school day and a minimum of thirty (30) minutes after dismissal. Officers working in extended day sites will be posted at their designated school a minimum of fifteen (15) minutes prior to start of the school day and a minimum fifteen (15) minutes after dismissal. The City agrees to limit vacations to no more than five consecutive school days during each school year. The City will redline the first two weeks and last two weeks of the District student calendar. The City will make every attempt to schedule mandatory Police Officers Standards and Training (POST) certification

training during school breaks and/or release days. The City will attempt, if staffing permits, to provide alternates to fill in the vacant shifts due to SRO absence or scheduled time off.

4. **Indemnification and Hold Harmless.** Each party will indemnify and hold harmless the other party for actions and representations made by its own employees, officials, agents and representatives, which occur in the performance of the terms of this Agreement or their employment duties, and the results thereof, to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party or that party's employees, officials, agents or representatives and the results thereof. The liability of the parties shall be limited and governed by provision of the Minnesota Torts Claim Act, Minnesota Statutes Chapter 466, et seq., and other applicable law.
5. **Performance.** Both parties accept full responsibility for performance of the duties outlined herein but neither the City nor the District shall be held responsible for non-performance of its duties or responsibilities under this Agreement if the party's performance was prevented by acts or events beyond the party's reasonable control, including but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil or military emergencies, or acts of legislative, judicial, executive, or administrative authorities. However, with appropriate documentation, the District reserves the right to request removal of an officer from the unit for performance related issues. Additionally, each SRO will remain under the City's direction and control and will be subject to police emergency recalls for service, activation of any Tactical Alert throughout the City, and/or as officer necessities arise elsewhere in the City. Emergency recall/tactical alert/officer necessity decisions are within the City's discretion and are not subject to question or liability under this Agreement.
6. **Data Privacy.** The City and District agree to abide by Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) as well as any other applicable federal, state, and local laws and ordinances. SROs who provide services to the District pursuant to a contract with the City within the definition of school employee promote the State's articulated policy of making schools a safe place for learning. As such the SROs and their immediate supervisor shall have access to the following Campus information: see Appendix A.
7. **Changes.**
  - a. The City or District may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and methods must be agreed to and authorized in writing in advance by the District and City. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly executed by the parties.
  - b. It is understood and agreed that this entire Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter herein.
  - c. If the School District wishes to increase the number of officers, the City may honor such a request at its sole discretion. The School District will fund the total program costs of the additional officers, unless otherwise agreed to in writing by the parties.
8. **Payments and Billings.**
  - a. The District shall make payment to the City in two installments. The District will make the first payment in the amount of \$350,000 for the period of July 1, 2018 through December 31, 2018 upon completion of the period and within 35 days of receipt of an invoice submitted by the City's police department. The District will make the second payment in the amount of \$350,000 for the period of January 1, 2019 to June 30, 2019 upon completion of the period and within 35 days of receipt of an invoice submitted by the City's police department.

- b. The cost for the contract period beginning July 1, 2018 and ending June 30, 2019 is identified in attached Appendix C with the District share to be a flat rate of \$700,000 for seven (7) officers.

**9. Termination.**

- a. In the event that the SRO program is eliminated for any reason, this Agreement will automatically terminate. At that point, services will be billed and paid for as stated in Section 8. Any overpayment of fees by the District will be refunded pro rata. A new agreement must be executed prior to the resumption of the SRO program.
- b. If either party wishes to terminate this agreement, it may do so by providing 30-day written notice to the other party, unless otherwise provided herein. Termination may occur according to a schedule mutually agreed upon in writing by both parties. Any overpayment of fees by the District will be refunded pro rata.

**10. Miscellaneous.**

- a. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions of this Agreement.
- b. If a court or government agency with proper jurisdiction determines that any provision of this Agreement is unlawful and rules such provision void, the balance of this Agreement shall remain intact and in full force and effect.
- c. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in a court of competent jurisdiction in Ramsey County, Minnesota.
- d. The assignment of School Resource Officers to the District does not relieve the City of its obligation to provide standard police services to the District nor shall the assignment of SROs to the District be used as a valid reason for Patrol units to refuse to take calls and provide services for the District.

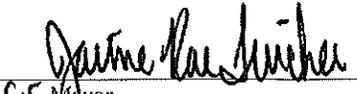
**11. Notices.** Written notices required by this agreement are to be addressed to the following representatives of each party:

**City:**  
City of Saint Paul  
Police Department  
Commander, Youth Services Section  
367 Grove Street  
Saint Paul, MN. 55101

**District:**  
Saint Paul Public Schools  
Superintendent  
360 Colborne Street  
Saint Paul, MN. 55102

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

**CITY OF SAINT PAUL**

By   
Mayor

By   
Director, Department of Finance  
And Management Services

By   
Kathleen Wuorinen, Assistant Chief of Police

Approved as to Form:

  
Assistant City Attorney

**INDEPENDENT SCHOOL DISTRICT #625**

By \_\_\_\_\_  
Chairperson

By \_\_\_\_\_  
Clerk

Approved as to Form:

\_\_\_\_\_  
School Board Attorney

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

**CITY OF SAINT PAUL**

Approved as to Form:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Assistant City Attorney

By \_\_\_\_\_  
Director, Department of Finance  
And Management Services

By \_\_\_\_\_  
Director Human Rights and Equal  
Employment Opportunity

By \_\_\_\_\_  
Todd Axtell, Chief of Police

**INDEPENDENT SCHOOL DISTRICT #625**

Approved as to Form:

By \_\_\_\_\_  
Chairperson

\_\_\_\_\_  
School Board Attorney

By \_\_\_\_\_  
Clerk

## Appendix A

### School Resource Officer Program

1. The District shall provide School Resource Officers with office space, telephone, portable radios, and computers. The office space shall be suitable for conducting private interviews.
2. The District in coordination with the Juvenile Unit Commander will provide annual in-service training with regard to school policies, practices, procedures, school security plans, emergency operation plans, and expectations of School Resource Officers through instruction and written guidelines. This training will occur in the week prior to the first student contact day of the school year. Additionally, officers will receive at least 4 hours of racial equity training per calendar year which will be coordinated with the City and District racial equity work.
3. The District shall provide access to student information through "Campus" that includes information the District has designated as "directory information" and student address, home phone number, class schedule, and parent/guardian name. To the extent allowed by law, the District will also provide pertinent information to officers working jointly with the District on school related issues.
4. The District shall work with the City to develop a mutually agreeable interview and appointment process for SRO selection. A representative from the school district and a SPPS student designee may submit questions to be used during the interview in the City's discretion. The SPPS Director or designee shall sit on the interview panel and provide feedback to selection committee.
5. The District will provide a method for officers to check in and out of their assigned building(s). The purpose will be for maintaining situational awareness of security assets in buildings. The District ECC will be responsible for maintaining these records.
6. The District Director of Security and Emergency Management will meet a minimum of bi-monthly with the Juvenile Unit Commander or designee to increase situational awareness to issues affecting both the City and the Schools.
7. The Juvenile Commander or designee, at least once annually, will conduct a performance review of SROs, which will include feedback from students and school staff. SPPS students and staff will have an opportunity to provide feedback on SRO performance to the Juvenile Commander. The feedback tool will be one that is agreed upon by the City and the School District. Best practices will be shared with other School Resource Officers serving the District.

## Appendix B

### School Resource Officer Program

1. School Resource Officers (SROs) shall work with students to facilitate positive police contacts, to promote positive choices and activities, and to establish rapport and encourage open communications.
2. School Resource Officers shall contribute to maintaining a safe and secure educational environment for all students, staff and visitors in Saint Paul Public Schools under state and federal laws, but are not responsible for issuing student discipline under the District's "Student Behavior Handbook: Rights and Responsibilities."
3. School Resource Officers will not be involved in recommending or determining student discipline and will not be involved in investigating incidents of student discipline that do not involve a possible crime.
4. School Resource Officers will conduct foot and squad patrol of the school and grounds checking for individuals loitering or acting in an inappropriate and disruptive manner, maintaining high visibility including being present in the cafeteria, halls and grounds during cafeteria hours, school arrival and dismissal times.
5. School Resource Officers will take appropriate action with regard to criminal activity and actively intervene when she/he observes criminal behavior. School Resource Officers will involve the school administrator whenever possible.
6. School Resource Officers primary assignment will be to the 7 Secondary High Schools. SROs will each be assigned a feeder Middle or K-8 school to support and take reports as needed.
7. School Resource Officers are all Saint Paul police officers, assigned by the Chief of Police, in collaboration with the District. Candidates should ideally have at least 3 years of general police experience. Candidates are asked to submit a letter of interest and resume outlining past professional history including activities involving youth, any experience working with a broad variety of racial and ethnic groups and any specialized youth training candidates may have completed.
8. School Resource Officers in coordination with the school administration will hold a monthly meeting during the school day with staff and students to increase awareness of issues and concerns received from the school community in addition to updating the students and staff of previously received concerns and issues.

#### Duties of the School Resource Officers:

1. The School Resource Officer will meet as requested with the administrator, teachers and staff of their assigned school, including the principal, asst. principals, counselors, social workers and nurses.
2. School Resource Officers, upon request from a student, parent or guardian, will take part in the PPC (Problem Pupil Committee) process acting as a vital member of this team and as an information conduit. The Officer should be familiar with the SPPS Rights and Responsibilities Handbook with details about the student code of conduct and consequences for inappropriate behavior, and a working knowledge of Specialized Services and Individualized Education Plan (IEP) terminology. The PPC meeting should commence within the course of the regular school day.
3. The School Resource Officer will take initial offense reports including information reports requested by the school district.
4. The School Resource Officer will also assist with criminal investigations on cases that they initiate or other cases where the suspect or victims are in schools and otherwise unavailable, in an attempt to reduce lost class time.
5. The School Resource Officer will also assist with criminal incidents that take place on school buses, and in other instances that statute deems to be an extension of District property.

6. The School Resource Officer will conduct informational classes for staff on subjects which they have expertise in, including gangs, drugs, cyberbullying, sexting and the criminal justice system.
7. The School Resource Officer will confer with parents, neighbors and other members of the community and provide materials and expertise as necessary. All after school speeches must be requested through the Community Service Unit's Speaker's Bureau.
8. The School Resource Officer will assist with truancy and other status offenses and recommend actions to reduce delinquency.
9. The School Resource Officer will as they move from school to school also remain cognizant of matters requiring police attention in the neighborhoods and business area near the schools.
10. The School Resource Officer may assist other officers on calls for service in and near the schools and will assist the District with juvenile problems related to the safe and successful operation of school programs by assisting in identifying the locations where students congregate and cause disturbances on and off District property.
11. The School Resource Officer is to be present for student arrival, lunches and dismissal during the academic school day.

**School Resource Officers Operating Procedures:**

1. School Resource Officers will work Monday through Friday on days when school is in session as per the District calendar. School Resource Officers will take part in District training during scheduled District professional development days. On days when school is not in session, such as Winter and Spring Break, School Resource Officers will report to their SRO Sergeant for assignment location.
2. School Resource Officers will provide monthly activity reports, which summarize their daily activities and include report numbers (CNS), for the SRO supervisor. Data collected will include daily proactive work and intentional physical (i.e., "hands on") contact with students (such as action involving responses to resistance or aggression including handcuffing or hard empty hand techniques.) The SRO supervisor will provide a separate report, highlighting significant events involving the school to the District's Director of Security and Emergency Management. Reasonable efforts will be made to quantify daily interaction between the SROs and students. This report will be in a form approved by the City and the District.
3. School Resource Officers report directly to their primary school. The officers are to contact the Juvenile Unit office and the SPPS Emergency Communication Center (ECC) by phone to check in for the day and to check for messages and mail. School Resource Officers will also sign in with the principal or their designee, of their primary schools when reporting to duty.
4. School Resource Officers will check out with their primary school and report to the ECC when they leave the school for a period of more than 30 minutes. Officers shall check out with the lead clerk either verbally or using a sign out form that the school will develop. *It is an expectation that School Resource Officers will remain within a reasonable distance of their assigned school/s.*
5. School Resource Officers shall make all requests for time off (holiday, sick leave and compensatory time) through the Juvenile Unit School Resource Officer Sergeant.
6. SRO Sergeant will notify the school principals and the SPPS ECC of any SRO sick leave and additional planned time off.
7. School Resource Officers are not permitted to take any extended vacations while school is in session. Officers are expected to take the majority of their time off on days that school is closed including winter, spring, and summer break. Officers are expected to take the balance of their vacation time during the summer break. Vacation time during the school year is limited to no more than 3 consecutive days.
8. School Resource Officers will attend a basic school resource officer training course when courses are available and staffing allows.
9. Juvenile Commander or designee will participate on the SPPS District Wide Advisory on SROs.

Appendix C  
School Resource Officer  
Fee Estimate

July 1, 2018, through June 30, 2019

Fee will be based on a flat rate of \$100,000 per full time police officer.

7 Full-Time School Resource Officers	\$700,000
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