

MEMORANDUM OF UNDERSTANDING

POLICE LIASON SERVICES FOR SCHOOL DISTRICT NO. 595

This Memorandum of Understanding is entered into by and between Independent School District No. 595, East Grand Forks Public School District, East Grand Forks, Minnesota (hereinafter "School District") and the City of East Grand Forks, Minnesota (hereinafter "City") by and through its Police Department.

WHEREAS, the City provides police services within the City of East Grand Forks, Minnesota; and

WHEREAS, the School District provides educational services within the City of East Grand Forks, Minnesota; and

WHEREAS, Minnesota Statutes Section 126C.44 authorizes the School District to contract with the City to have peace officers provide police liaison services; and

WHEREAS, the parties recognize that the School Resource Officer is independent of the School District and this agreement does not create any type of employment relationship, agency, or joint venture; and

WHEREAS, both the City and the School District desire to dedicate a police officer to provide police liaison services within the public-school buildings of the School District to perform duties associated with safety on or near school grounds; and

NOW THEREFORE, the parties hereto agree as follows:

I. **PURPOSE.** The intent of this MOU is to establish a framework under which the School District will reimburse the City for the costs associated with School Resource Officers and for the City to establish the procedures which will govern the services provided by the School Resource Officer. The School District may provide suggestions but shall not have any role in developing or establishing the procedures to govern the conduct or services provided by the School Resource Officer, and the School Resource Officer shall always retain their independence as licensed peace officers in the State of Minnesota.

II. **TERM OF CONTRACT:** The term of this agreement shall begin _____ and shall end May 31, 2027. The agreement may be renewed thereafter upon the consent of all parties, and provided that the Cost-Share agreement reflects an agreed upon cost basis for each party.

III. **TERMINATION.** This MOU may be terminated for any reason by either party upon thirty (30) days' written notice to the other party. In the event of an early termination, the School District's obligations under Paragraph VIII shall immediately cease.

IV. ASSIGNMENT OF THE POLICE LIASON OFFICER: The City will assign a licensed police officer to the School District for liaison services at locations that are mutually agreed upon by the City and the School District. The assigned officer will provide general police services at the locations assigned.

V. EMPLOYMENT STATUS: The assigned School Resource Officer shall be an employee of the City and not an employee of the School District and will provide general police services within the School District locations as assigned. Further, the parties agree the police liaison officer shall not become an agent of the School District by virtue of this agreement and shall not make any representations to the contrary. The City maintains full control over the School Resource Officer it employs and is solely responsible for all employment and administrative functions related to its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance, and any labor disputes or grievances. The School District shall not be responsible for, and the City agrees to indemnify and hold the School District harmless from liability for the withholding of any taxes related to the assignment of the School Resource Officer by the City to the School District, including but not limited to State and Federal income tax, worker's compensation benefits, or unemployment compensation premiums.

VI. SCHOOL RESOURCE OFFICER - DESIGNATION: The City's School Resource Officer is hereby authorized to serve as the School District's "law enforcement unit" for the purposes of:

- a. Enforcing local, state, and federal laws;
- b. Referring to appropriate authorities matters of enforcement of any local, state, or federal law against any individual or organization; and
- c. Maintaining physical security, safety and the protection of life and property of the School District.
- d. The School Resource Officer shall not have school disciplinary authority, enforce School District administrative policies, or be considered an educational service provider, and instead is limited to their police function, but may have student interactions to build positive relationships with the students and the community. The School Resource Officer may accomplish this through the following actions:
 1. Fostering a positive school climate through relationship building and open communication.
 2. Protecting students, staff, and visitors to the school grounds from criminal activity.
 3. Serving as a liaison between law enforcement and school officials.
 4. Providing advice on safety drills.
 5. Identifying vulnerabilities in school facilities and safety procedures.
 6. Educating and advising students and staff on law enforcement topics.
 7. Enforcing criminal laws.

VII. RESPONSIBILITIES OF THE CITY OF EAST GRAND FORKS: The School Resource Officer shall be an employee of the City, supervised by and answerable to the Chief of Police or his designee. The City shall be responsible for the actions of the School Resource Officer within

the scope of the officer's employment. The School Resource Officer shall be an experienced officer selected by the City. The City will assist the School District in meeting its responsibilities to students and their families by:

- A. Agreeing to provide services, as defined in paragraph VI stated above, to the School District during the term of this agreement.
- B. Ensuring that the School Resource Officer is aware of, and adheres to, all federal and state laws and regulations and School District policies/procedures applicable to the provision of services as defined in paragraph VI above.
- C. Evaluating the School Resource Officer's work performance and as part of the evaluation process, the City may seek input from School District staff (school principals or designees).
- D. Providing the School Resource Officer with a cell phone and laptop computer for use in the duties of the School Resource Officer.
- E. Ensuring that the School Resource Officer successfully completes any state/Minnesota POST Board required training once such training is available. (Per statute any police officer assigned as an SRO must complete this training by September 1, 2025.)
- F. Enacting a Department Policy regarding the School Liaison Officer position that is substantially similar to the Minnesota POST Board model policy (which is expected to be developed by December 31, 2024). A copy of this policy shall be provided to the District.
- G. The School Resource Officer shall be present at the school locations during regular school hours and available to the School District when school is in session and by special arrangements as determined by the City and the School District consistent with the following terms:
 - a. The School Resource Officer shall be allowed to be absent from the School District's premises for training purposes with prior approval of the School District and the City.
 - b. The School Resource Officer will be allowed to be absent from school for the purpose of appearing in court.
 - c. The School Resource Officer will be allowed to be absent from the School District's premises for three days during the school year (for reasons other than training) without the City providing a replacement School Resource Officer.
 - d. The School Resource Officer shall not be required to be on School District premises during school curriculum days.
 - e. The School Resource Officer will work School District special events (i.e., dances, significant sporting events, etc.) with sufficient notice to allow the School Resource Officer an opportunity to adjust his regular work schedule. The School Resource Officer's responsibilities at these events are limited to those

listed in paragraph VI of this MOU. Per the LELS labor contract with the City, adjustments to the School Resource Officer's work schedule must be made at least 30 days in advance,

- f. The School Resource Officer will coordinate the transportation of students to juvenile detention when necessary and appropriate under the purpose of this agreement.
 - g. The School Resource Officer may provide annual DARE instruction to students at Sacred Heart and Riverside Christian Schools.
- H. Providing the School Resource Officer with appropriate uniforms and equipment to allow for the effective performance of his duties.
- I. Ensuring that while on the School District's premises, the School Resource Officer wears a School District issued identification badge and verbally identifies himself as a School Resource Officer when in contact with parents of School District students.

VIII. RESPONSIBILITIES OF THE EAST GRAND FORKS PUBLIC SCHOOL DISTRICT:

The School District will assist the City to meet its responsibilities by:

- A. Making allowed disclosures of information to the School Resource Officer to allow the police liaison officer to perform the duties set forth in this agreement.
- B. Providing office space, necessary furniture, and telephone on School District premises for the School Resource Officer.
- C. Upon request, provide input into the performance evaluation of the School Resource Officer.

IX. COST-SHARE: The City is responsible for 35% and the District is responsible for 65% of the cost of the base salary and benefits for the assigned school liaison officer. This payment amount is based upon the current salary and benefit expenditures for the officer based upon the labor agreement between the City and Law Enforcement Labor Services. This amount will be adjusted when the officer receives step increases and/or Cost of Living Adjustments (COLA's) as stated in the labor agreement between the City and Law Enforcement Labor Services and when a new collective bargaining agreement is implemented. The City will provide the School District with a copy of the current LELS contract and each subsequent contract and any memorandum of understanding or agreement that addresses the salary and benefits of the School Resource Officer. The City will invoice the District for its portion of the Cost-Share on a semi-annual basis, with invoices dated no later than December 20th of each year and June 15th of each year.

X. REPRESENTATION AS TO ADEQUATE INSURANCE COVERAGE: Each party of this agreement represents and warrants to the other that it has and shall maintain in effect adequate liability insurance and other appropriate forms of insurance coverage sufficient to generally protect the respective parties to this agreement and their employees carrying out the objectives of the agreement and each shall provide the other with a declarations page showing said insurance.

The City acknowledges that, in its role as the School Resource Officer's employer, it is solely responsible for the maintenance of all required insurance, including workers' compensation insurance, unemployment insurance, liability insurance.

XI. GOVERNMENTAL IMMUNITY. The parties agree that each party, along with its employees and officials, do not waive governmental immunity by entering this MOU and specifically retain all immunities and defenses pursuant to Minn. Stat 466.04, or a waiver of any available immunities or defenses and all other applicable law.

XII. LIABILITY. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of a party are deemed to be employees (as defined in Minn. Stat. 466.01, subd. (6)) of that party. Under no circumstances shall a party, irrespective of whether it may have waived the limit set forth in Chapter 466, be required to pay on behalf of itself or the other party, any amounts more than the limits of liability established in Chapter 466 applicable to anyone (1) party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for each party.

XIII. INDEMNIFICATION AND HOLD HARMLESS AGREEMENTS:

- A. To the extent allowed by law the City shall indemnify, defend, and hold harmless the School District, its officers, and its employees from and against all claims, losses, costs, damages and expenses (including reasonable attorney's fees and costs) which result from or arise in connection with any action, negligence or omission of the City and its employees.
- B. To the extent allowed by law, the School District shall indemnify, defend, and hold harmless the City, its officers and its employees from and against all claims, losses, costs, damages and expenses (including reasonable attorney's fees and costs) which result from or arise in connection with any action, negligence or omission of the School District and its employees.
- C. The indemnifications provided herein shall survive the termination of this agreement.

XIV. DATA PRACTICES

- A. The School Resource Officer will not have access to a student's private educational records unless the School District deems it necessary and then only as allowed under FERPA, the MGDPA, and other applicable state and federal laws. Even then, the record will be held in confidence and will not be divulged without prior written consent of the student and/or parent, except as required by law. The provisions of this paragraph shall survive the termination of this contract.
- B. It shall be recognized by both parties that "law enforcement unit" records shall be exempt from the requirements of the FERPA and the MGDPA. To meet the requirements of this exemption, "law enforcement unit" records must meet the following criteria:
 - a. The law enforcement unit must create the records; and

- b. The records must be created for a law enforcement purpose; and
- c. The records must be maintained by the law enforcement unit and apart from educational data.

C. It shall be recognized by both parties that records of a "law enforcement unit" does not mean records by a law enforcement unit for a law enforcement purpose that are maintained by a component of the School District other than the law enforcement unit.

XV. WAIVER: No failure to enforce or require compliance with any term or provision of this Agreement by either party shall be deemed to be a waiver of any term or other provision.

XVI. SAVINGS CLAUSE: Any term or provision of this Agreement which now or hereafter is determined to be invalid or unenforceable shall not impair the validity of the remainder of this Agreement.

XVII. ASSIGNABILITY: This agreement is not assignable by either party without the prior written consent of the other party.

XVIII. AMENDMENTS: This agreement may be amended or modified at any time, but only by the written agreement of the parties hereto.

XIV. EFFECTIVE DATE. This MOU is deemed effective upon the date of the last signature appearing below.

East Grand Forks Public School District — ISD #595

By:
Its: Superintendent

Date:

City of East Grand Forks

By:
Its: City Administrator

Date:

By:
Its: Mayor

Date: