

# FOREST LAKE AREA SCHOOLS FOREST LAKE, MN 55025

# September 2, 2010

**AGENDA ITEM: 9.2** 

**TOPIC: APPROVAL OF THE JUNIOR HIGH AND SENIOR HIGH** 

SCHOOLS' POLICE LIAISON OFFICER JOINT POWERS

SERVICE AGREEMENTS

**BACKGROUND:** The City of Forest Lake and the School District have cooperated to provide Police Liaison Officers via a series of Joint Powers Service Agreements, each written to cover a two-year period. It is time to renew these agreements.

**PROCESS**: A copy of the proposed Joint Powers Agreements for Police Liaison Officers with the City of Forest Lake is attached for your review.

**RECOMMENDATION:** Administration recommends approval of these two-year Joint Powers Agreements with the City of Forest Lake for Police Liaison Officers, effective with the 2010-11 school year.

# SCHOOL LIAISON OFFICER FOREST LAKE SENIOR HIGH SCHOOL JOINT POWERS SERVICE AGREEMENT

THIS JOINT POWERS AGREEMENT DATED THIS \_\_\_\_ DAY OF <u>JUNE</u>, <u>2010</u>, IS MADE PURSUANT TO M.S. 471.59, BY AND BETWEEN THE CITY OF FOREST LAKE (CITY) AND INDEPENDENT SCHOOL DISTRICT #831 (SCHOOL DISTRICT).

## 1. PURPOSE

THIS CITY AND SCHOOL DISTRICT WISH TO PARTICIPATE IN A SCHOOL LIAISON OFFICER PROGRAM BETWEEN THE CITY OF FOREST LAKE POLICE DEPARTMENT AND THE FOREST LAKE AREA SCHOOL DISTRICT 831. BOTH THE CITY AND SCHOOL DISTRICT FEEL THAT A FORMALIZED APPROACH TO THE SCHOOL LIAISON OFFICER PROGRAM IS NEEDED TO IMPROVE UNDERSTANDING AND PROMOTE MUTUAL RESPECT BETWEEN POLICE, SCHOOL, STAFF, COUNSELORS, PARENTS, AND STUDENTS. THE PURPOSE OF THIS AGREEMENT IS TO SET FORTH, IN WRITING, THE TERMS AND CONDITIONS, TO CREATE, FUND, AND IMPLEMENT THE POSITION OF POLICE SCHOOL LIAISON OFFICER.

# 2. FUNDING

THE SCHOOL DISTRICT WILL FUND THE FOLLOWING EXPENSES IN CONNECTION WITH THE HIRING OF THIS POLICE SCHOOL LIAISON OFFICER:

- A. OFFICER'S SALARY,
- B. OFFICER'S RELATED BENEFITS,
- C. TRAINING, AND
- D. VEHICLE COSTS.

A COST BREAKDOWN FOR THE <u>2010-2012</u> SCHOOL YEARS IS ATTACHED. FUTURE YEARS WILL REFLECT A SIMILAR FORMULA OR A NEGOTIATED FIGURE AGREED TO BY BOTH PARTIES.

# 3. SERVICES

THE CITY SHALL PROVIDE THE SERVICES OF ONE POLICE OFFICER AND RELATED SUPPORT SERVICES AND SUPPLIES TO ASSIST THE SCHOOL DISTRICT IN ESTABLISHING AND MAINTAINING A SCHOOL LIAISON OFFICER PROGRAM AT THE SENIOR HIGH SCHOOL. THE OFFICER WILL HAVE PRIMARY RESPONSIBILITY IN SERVING AS A RESOURCE PERSON TO FACULTY, CLASSROOM MEMBERS, AND SCHOOL ADMINISTRATORS IN THE PREVENTION AND DIVERSION OF JUVENILE PROBLEM BEHAVIOR. THE CITY AGREES TO PROVIDE VEHICLE, FUEL, MAINTENANCE, AND OTHER EQUIPMENT AS DEEMED NECESSARY BY THE DIRECTOR OF PUBLIC SAFETY. THE SCHOOL DISTRICT AGREES TO PROVIDE ADEQUATE OFFICE SPACE, TELEPHONE, AND CLERICAL SUPPORT SERVICES.

# 4. PAYMENT

THE CITY SHALL PROVIDE BILLING TO THE SCHOOL DISTRICT FOR SERVICES PROVIDED HEREIN IN THIS AGREEMENT ON A QUARTERLY BASIS.

# 5. TERM

THIS AGREEMENT SHALL COMMENCE ON THE 1<sup>ST</sup> DAY OF JULY, <u>2010</u> AND SHALL END ON THE 30<sup>TH</sup> DAY OF JUNE, <u>2012</u>. THEREFORE, IT SHALL BE RENEWED ON A TWO-YEAR BASIS AS AGREED UPON BY BOTH PARTIES.

# 6. GENERAL PROVISIONS

THE POLICE SCHOOL LIAISON OFFICER IS A CITY EMPLOYEE AND SHALL NOT BE CONSIDERED AN EMPLOYEE OF THE SCHOOL DISTRICT FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO, SALARIES, WAGES, OTHER COMPENSATIONS, OR FRINGE BENEFITS, WORKERS COMPENSATION, UNEMPLOYMENT COMPENSATION, P.E.R.A., SOCIAL SECURITY, LIABILITY INSURANCE, KEEPING OF PERSONNEL RECORDS, TERMINATION OF EMPLOYMENT, INDIVIDUAL CONTRACTS OR OTHER CONTRACTUAL RIGHTS. THE OFFICER WILL REPORT TO AND BE DIRECTED BY THE DIRECTOR OF PUBLIC SAFETY. THE OFFICER WILL CONSULT REGULARLY WITH SCHOOL DISTRICT OFFICIALS. RESOLUTION OF UNFORESEEN PROBLEMS ARISING IN THIS PROGRAM SHALL BE NEGOTIATED BY REPRESENTATIVES OF THE SCHOOL DISTRICT AND THE DIRECTOR OF PUBLIC SAFETY.

# SCHOOL LIAISON OFFICER JOINT POWERS AGREEMENT PAGE 3

### 7. SCHEDULING

THE DUTY HOURS OF THE SCHOOL LIAISON OFFICER ARE FLEXIBLE AND WILL BE PRIMARILY COORDINATED WITH THE SCHOOL DAY AND/OR ACTIVITIES. THE OFFICER WILL MAKE DAILY CONTACT WITH THE POLICE DEPARTMENT FOR THE PURPOSE OF KEEPING ABREAST OF INCIDENT REPORTS AND OTHER CITY ACTIVITIES. DURING NON-SCHOOL PERIODS, THE OFFICER'S DUTIES AND SCHEDULE WILL BE DETERMINED BY THE DIRECTOR OF PUBLIC SAFETY.

# 8. DISCRIMINATION

THE CITY AND SCHOOL DISTRICT AGREE NOT TO DISCRIMINATE IN PROVIDING SERVICES UNDER THIS AGREEMENT ON THE BASIS OF RACE, SEX, CREED, NATIONAL ORIGIN, AGE, OR RELIGION.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT, THE DAY, MONTH, AND YEAR, FIRST WRITTEN ABOVE.

CITY OF FOREST LAKE	FOREST LAKE SCHOOL DISTRICT #831	
MAYOR	PRESIDENT, FOREST LAKE SCHOOL BOAR	
DIRECTOR OF PUBLIC SAFETY	CLERK, FOREST LAKE SCHOOL BOARD	

# POLICE LIAISON FOREST LAKE SENIOR HIGH SCHOOL SCHOOL YEAR 2010-11

TOTAL	\$100,702
Vehicle	\$ 3,000
Training	\$ 550
Benefits	\$25,055
Holiday Pay	\$ 2,927
Officer Salary	\$69,170

# POLICE LIAISON FOREST LAKE SENIOR HIGH SCHOOL SCHOOL YEAR 2011-12

TOTAL	\$104,286	
Vehicle	\$ 3,000	
Training	\$ 550	
Benefits	\$26,396	
Holiday Pay	\$ 3,017	
Officer Salary	\$71,323	

# SCHOOL LIAISON OFFICER JUNIOR HIGH SCHOOLS JOINT POWERS SERVICE AGREEMENT

THIS JOINT POWERS AGREEMENT DATED THIS \_\_\_\_DAY OF AUGUST, 2010, IS MADE PURSUANT TO M.S. 471.59, BY AND BETWEEN THE CITY OF FOREST LAKE (CITY) AND INDEPENDENT SCHOOL DISTRICT #831 (SCHOOL DISTRICT).

### 1. PURPOSE

THIS CITY AND SCHOOL DISTRICT WISH TO PARTICIPATE IN A SCHOOL LIAISON OFFICER PROGRAM BETWEEN THE CITY OF FOREST LAKE POLICE DEPARTMENT AND THE FOREST LAKE AREA SCHOOL DISTRICT 831. BOTH THE CITY AND SCHOOL DISTRICT FEEL THAT A FORMALIZED APPROACH TO THE SCHOOL LIAISON OFFICER PROGRAM IS NEEDED TO IMPROVE UNDERSTANDING AND PROMOTE MUTUAL RESPECT BETWEEN POLICE, SCHOOL, STAFF, COUNSELORS, PARENTS, AND STUDENTS. THE PURPOSE OF THIS AGREEMENT IS TO SET FORTH, IN WRITING, THE TERMS AND CONDITIONS, TO CREATE, FUND, AND IMPLEMENT THE POSITION OF POLICE SCHOOL LIAISON OFFICER.

### 2. FUNDING

THE SCHOOL DISTRICT WILL FUND THE FOLLOWING EXPENSES IN CONNECTION WITH THE HIRING OF THIS POLICE SCHOOL LIAISON OFFICER:

- A. OFFICER'S SALARY,
- B. OFFICER'S RELATED BENEFITS,
- C. TRAINING, AND
- D. VEHICLE COSTS.

A COST BREAKDOWN FOR THE 2010-2012 SCHOOL YEARS IS ATTACHED. FOR PURPOSES OF THE 2010/11 – 2011/12 SCHOOL YEARS, THE SCHOOL DISTRICT'S SHARE SHALL BE ¾ OF THE TOTAL YEARS EXPENSES OF THE POSITION. THE CITY WILL BE RESPONSIBLE FOR THE REMAINING ¼ OF THE COSTS. IF GRANTS BECOME AVAILABLE FOR THE LIAISON OFFICER POSITION, THE GRANT MONIES WILL BE USED TO DEFRAY COSTS FOR BOTH PARTIES AT THE SAME ¾, ¼ FORMULA. FUTURE YEARS WILL REFLECT A SIMILAR FORMULA OR A NEGOTIATED FIGURE AGREED TO BY BOTH PARTIES.

# 3. SERVICES

THE CITY SHALL PROVIDE THE SERVICES OF ONE POLICE OFFICER AND RELATED SUPPORT SERVICES AND SUPPLIES TO ASSIST THE SCHOOL DISTRICT IN ESTABLISHING AND MAINTAINING A SCHOOL LIAISON OFFICER PROGRAM AT THE FOREST LAKE JUNIOR HIGH SCHOOLS. THE OFFICER WILL HAVE PRIMARY RESPONSIBILITY IN SERVING AS A RESOURCE PERSON TO FACULTY, CLASSROOM MEMBERS, AND SCHOOL ADMINISTRATORS IN THE PREVENTION AND DIVERSION OF JUVENILE PROBLEM BEHAVIOR. THE CITY AGREES TO PROVIDE VEHICLE, FUEL, MAINTENANCE, AND OTHER EQUIPMENT AS DEEMED NECESSARY BY THE DIRECTOR OF PUBLIC SAFETY. THE SCHOOL DISTRICT AGREES TO PROVIDE ADEQUATE OFFICE SPACE, TELEPHONE, AND CLERICAL SUPPORT SERVICES.

## 4. PAYMENT

THE CITY SHALL PROVIDE BILLING TO THE SCHOOL DISTRICT FOR SERVICES PROVIDED HEREIN IN THIS AGREEMENT ON A QUARTERLY BASIS.

# 5. TERM

THIS AGREEMENT SHALL COMMENCE ON THE 1<sup>ST</sup> DAY OF JULY, <u>2010</u> AND SHALL END ON THE 30<sup>TH</sup> DAY OF JUNE, <u>2012</u>. THEREAFTER, IT SHALL BE RENEWED ON A TWO-YEAR BASIS AS AGREED UPON BY BOTH PARTIES.

## 6. GENERAL PROVISIONS

THE POLICE SCHOOL LIAISON OFFICER IS A CITY EMPLOYEE AND SHALL NOT BE CONSIDERED AN EMPLOYEE OF THE SCHOOL DISTRICT FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO, SALARIES, WAGES, OTHER COMPENSATIONS, OR FRINGE BENEFITS, WORKERS COMPENSATION, UNEMPLOYMENT COMPENSATION, P.E.R.A., SOCIAL SECURITY, LIABILITY INSURANCE, KEEPING OF PERSONNEL RECORDS, TERMINATION OF EMPLOYMENT, INDIVIDUAL CONTRACTS OR OTHER CONTRACTUAL RIGHTS. THE OFFICER WILL REPORT TO AND BE DIRECTED BY THE DIRECTOR OF PUBLIC SAFETY. THE OFFICER WILL CONSULT REGULARLY WITH SCHOOL DISTRICT OFFICIALS. RESOLUTION OF UNFORESEEN PROBLEMS ARISING IN THIS PROGRAM SHALL BE NEGOTIATED BY REPRESENTATIVES OF THE SCHOOL DISTRICT AND THE DIRECTOR OF PUBLIC SAFETY.

# SCHOOL LIAISON OFFICER JOINT POWERS AGREEMENT PAGE 3

# 7. SCHEDULING

THE DUTY HOURS OF THE SCHOOL LIAISON OFFICER ARE FLEXIBLE AND WILL BE PRIMARILY COORDINATED WITH THE SCHOOL DAY AND/OR ACTIVITIES. THE OFFICER WILL MAKE DAILY CONTACT WITH THE POLICE DEPARTMENT FOR THE PURPOSE OF KEEPING ABREAST OF INCIDENT REPORTS AND OTHER CITY ACTIVITIES. DURING NON-SCHOOL PERIODS, THE OFFICER'S DUTIES AND SCHEDULE WILL BE DETERMINED BY THE DIRECTOR OF PUBLIC SAFETY.

### 8. DISCRIMINATION

THE CITY AND SCHOOL DISTRICT AGREE NOT TO DISCRIMINATE IN PROVIDING SERVICES UNDER THIS AGREEMENT ON THE BASIS OF RACE, SEX, CREED, NATIONAL ORIGIN, AGE, OR RELIGION.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT, THE DAY, MONTH, AND YEAR, FIRST WRITTEN ABOVE.

CITY OF FOREST LAKE	FOREST LAKE SCHOOL DISTRICT #831
MAYOR	PRESIDENT, FOREST LAKE SCHOOL BOARD
DIRECTOR OF PUBLIC SAFETY	CLERK, FOREST LAKE SCHOOL BOARD

# POLICE LIAISON FOREST LAKE JUNIOR HIGH SCHOOLS SCHOOL YEAR 2010-11

Officer Salary	\$68,505
Holiday Pay	\$ 2,899
Benefits	\$18,825
Training	\$ 550
Vehicle	\$ 3,000
TOTAL	\$93,779
CITY COSTS (3 months)	\$23,445
DISTRICT 831 (9 months)	\$70,334

# POLICE LIAISON FOREST LAKE JUNIOR HIGH SCHOOLS SCHOOL YEAR 2011-12

Officer Salary	\$71,323	
Holiday Pay	\$ 3,018	
Benefits	\$20,294	
Training	\$ 550	
Vehicle	\$ 3,000	
TOTAL	\$98,185	
CITY COSTS (3 months)	\$24,546	
DISTRICT 831 (9 months)	\$73,639	