

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CLEARWATER COUNTY SHERIFF'S OFFICE AND THE
BAGLEY SCHOOL DISTRICT

The Clearwater County Sheriff's Office (Sheriff) and the Bagley School District (School) do hereby agree to enter into a partnership for the purpose of establishing and maintaining a School Liaison Program. The program will utilize a School Liaison Officer, who will be a sworn Clearwater County Sheriff's Deputy and will work in the Bagley Schools when school is in session.

Mission

The School Liaison Program is a cooperative, prevention-oriented plan between the Sheriff and the School. It is designed to prevent delinquent and criminal behavior by youths and is intended to deal with youth concerns before they become youth problems. The Sheriff has a genuine interest in the youth of Clearwater County. The School Liaison Program can provide a forum through which students, parents, faculty, and law enforcement can become acquainted and, as a result, earn mutual respect.

Goals of the Partnership

1. Improve safety within the school district and community, by:
 - a. Becoming a visible presence both inside and outside school buildings;
 - b. Investigating violations of state law, ordinances and applicable school policy that occur on or off campus;
 - c. Providing training on safety issues to school staff when appropriate;
 - d. Serving as a member of the School Safety Team;
 - e. Collecting intelligence information concerning threats to personal safety and order on and around campus; and
 - f. Identifying problems or behaviors that are detrimental to the educational process and/or welfare of students or staff, handling these issues directly, or referring them to appropriate staff or community resources;
 - g. Monitoring traffic on and around campus and taking appropriate enforcement action; and
 - h. Being a member of the School's Emergency Planning Team.
2. Develop a mutually positive and receptive relationship between the School Liaison Officer and students, by:
 - a. Providing opportunities for students to meet with the School Liaison Officer, privately if necessary;

- b. Establishing and having regular office hours for students to contact and meet with the School Liaison Officer;
 - c. Developing and maintaining a highly visible and approachable presence on campus; and
 - d. Meeting with students and collaborating with faculty to assist them with issues of tobacco, alcohol, and drug use prevention, crime prevention, and personal safety.
- 3. Facilitate the appropriate referral of students and their families to various services and resources available in the school and in the community, by:
 - a. Developing and maintaining a positive and trusting relationship between the School Liaison Officer, students, student's families, and school staff;
 - b. Maintaining and disseminating appropriate literature and information on available resources in the community; and
 - c. Collaborating with school counselors, staff, and community service agencies to provide students and families with needed assistance.
- 4. Providing formal and informal educational opportunities to discuss law, ordinances, the justice system, and law enforcement with students, faculty, and parents, by:
 - a. Being available as a resource for classroom presentations, support groups, and student organizations on topics related to the basic understanding of state law, the juvenile code, ordinances, and the role of law enforcement;
 - b. Attending school staff meeting when requested to discuss topics related to school safety or any other law enforcement-related subject;
 - c. Utilizing media to communicate with students and parents;
 - d. Working with students and staff on special events and programs; and
 - e. Presenting programs on issues relating to tobacco, alcohol, and drug use prevention, violence prevention, and safety.

Selection and Retention of the School Liaison Officer

The School Liaison Officer is a licensed deputy with the Clearwater County Sheriff's Office. The School Liaison Officer will be selected and assigned by the Sheriff or his/her designee. The selection process will include, but not be limited to, an interview by a panel including the Sheriff, Clearwater County Attorney, and school district representatives. The School Liaison Officer selected shall be acceptable to the School.

Supervision

The School Liaison Officer is an employee of the Sheriff and is subject to the policies, rules, and regulations of the Sheriff. Under the supervision of the Sheriff, the School Liaison Officer will engage in crime prevention, detection, investigative activities, and liaison activities between the

Sheriff and the School; and under the direction of the School, the School Liaison Officer will serve as a resource for school staff and faculty, students, and parents on law enforcement-related issues.

Programmatic Reporting

Although the School Liaison Officer is an employee of the Sheriff, the success of the partnership relies on the collaboration between the Sheriff and the School. The School Liaison Officer will be guided by a joint School Liaison Officer Coordinating Committee, comprised of the Sheriff, the School Superintendent or designee, and the Clearwater County Attorney. The Coordinating Committee will meet on a quarterly basis, or more frequently as needed, during the school year.

Community Policing Activities

The School Liaison Officer will work with school staff and faculty, community agencies and officials, and other law enforcement personnel to address issues of student safety and crime in and around the School property. Some of the issues include:

- Identification of students involved in gang, alcohol, and/or drug activity.
- Development and implementation of strategies to reduce smoking, littering, and parking problems around School property.
- Expanding crime prevention efforts.
- Development and implementation of strategies to reduce the incidence of violence, bullying, and intimidation in and around School property.

Work Schedule

The School Liaison Officer shall be available for duty at the School when the School is in session in conjunction with the school year calendar. The School Liaison Officer's duty hours shall be determined by the provisions of the labor agreement between Clearwater County and the Teamsters Local 346. Whenever possible, it is the intent of the parties that the School Liaison Officer's duty hours shall conform to the school day. The Sheriff, with input from the School Liaison Officer and the School as needed, shall prepare the work schedule and provide a copy of the schedule to the School. The School Liaison Officer, as part of his/her responsibilities, may be required to attend and assist at certain extracurricular activities. These responsibilities shall be scheduled as part of the School Liaison Officer's duty hours.

Dress Code

The School Liaison Officer shall wear uniforms in compliance with and as authorized by the Sheriff. The Sheriff may designate that the School Liaison Officer wear plain clothes.

Training

The School Liaison Officer will be excused from duty in the School Liaison Program for police in-service and other training deemed necessary by the Sheriff or his/her designee. The Sheriff will attempt to minimize the training days during the school year.

Overtime

In the event the School Liaison Officer is to engage in duty work in excess of his/her normal hours resulting in overtime, such overtime must receive prior approval, consistent with the Sheriff's policies.

Incidents

Incidents occurring on or about the school property which require law enforcement intervention should be investigated by the School Liaison Officer, unless additional law enforcement resources are necessary or the School Liaison Officer is not on duty. The School Liaison Officer shall conduct such investigations in accordance with Sheriff Policy and procedure and prepare customary law enforcement reports.

Transportation of Students

The School Liaison Officer shall not transport students, except:

- When the student is a victim of a crime, under arrest, or some other emergency situation exists, or
- When the student has been suspended and/or sent home from school pursuant to school disciplinary actions, the student's parents/guardians have refused or are unable to pick up the student within a reasonable period of time, and the student is disruptive/disorderly and his/her continued presence on School property poses a threat to the safety and welfare of other students and/or school personnel.

Unless under arrest, a student shall not be transported to any location unless the student's parent/guardian is at that location to take custody of the student. The School Liaison Officer shall not transport students in his/her personal vehicle. The School Liaison Officer shall notify the School upon removing a student from School property.

Access to Education Records

School officials shall allow the School Liaison Officer to inspect and copy any records maintained by the School to the extent allowed by law. The School Liaison Officer shall be a member of the Clearwater County Child Protection Team and may access information in accordance with Minnesota Statutes Section 626.558. If some information in a student's record

in necessary in an emergency situation to protect the health or safety of the student or other individuals, School officials may disclose to the School Liaison Officer that information which is needed to respond to the emergency situation. This determination will be based on the need of the information to meet the emergency situation and the extent to which time is of the essence.

If confidential student records information is requested by the School Liaison Officer, but no emergency situation exists, the information may be released only as allowed by law.

Evaluation of the School Liaison Officer

In June of each year the School will provide to the Sheriff a performance evaluation report of the School Liaison Officer. The evaluation report shall be in a format mutually agreed upon by the School and the Sheriff. The evaluation report will be used in the evaluation of the School Liaison Officer by the Sheriff in accordance with county and office policy.

Upon allegations of unlawful or improper conduct by the School Liaison Officer, the School may request immediate removal and/or reassignment of the School Liaison Officer. The Sheriff or his/her designee shall take disciplinary action consistent with the allegations pending completion of a joint Sheriff and School investigation into such allegations.

Upon appropriate documentation of unsatisfactory performance by the School Liaison Officer, the School may request removal and reassignment of the School Liaison Officer. The Sheriff has the authority to reassign the School Liaison Officer at any time.

Liability

Each party hereto shall be solely responsible and liable for the act(s) and/or omission(s) of its own officers, employees, officials, agents, representatives, and members. Each party shall and hereby does indemnify and hold harmless the other from any and all damages, liability, judgments, claims, expenses, fees, costs, actions, demands, and payments of whatsoever kind and nature arising from and/or pertaining to the act(s) and/or omission(s) of its own officers, employees, officials, agents, representatives, and members. This indemnity and waiver shall apply solely with respect to the operation of the School Liaison Program.

Amendments

This Memorandum of Understanding may be amended only upon mutual written agreement executed by both parties.

Emergency Powers Unaffected

Notwithstanding any provision in this Memorandum of Understanding to the contrary, the

Sheriff shall retain the authority to temporarily suspend the Sheriff's participation in this program and reassign the School Liaison Officer in the event the Sheriff determines that such suspension and reassignment are necessary for the health, welfare, safety, and best interest of the community, and/or such is required by the Sheriff, ordinance, state law, and/or other exigent and/or compelling circumstances.

Exceptions

Nothing in this document is intended to be an all-inclusive list of duties, responsibilities, or projects. Other duties, responsibilities, or projects may be assigned to the program as necessary and required by the Sheriff to ensure the success of the program.

Term of Memorandum of Understanding

The parties agree that the term of this Memorandum of Understanding shall be for the 2025-2026 and 2026-2027 academic school years, from September 1 to June 1 each year

Cost of the Memorandum of Understanding

For the provision of a School Liaison Officer on School property, the School agrees to pay Clearwater County the sum of \$40,000 per academic school year due on or before December 31st of each year.

This Memorandum of Understanding may be cancelled by either party at any time, with or without cause, upon 30 days written notice to the other party. In the event of a cancellation, Clearwater County shall be entitled to payment, determined on a pro rata basis, for services provided.

Dated this ___ day of _____, 2025

Bagley Public Schools

Erich Heise, School Superintendent

Dated this ___ day of _____, 2025

Clearwater County Sheriff's Office

Darin Halverson, Sheriff