

LETTER OF AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of the 1st day July 2025, by, between and among Independent School District No. 492 (the "District") and the City of Austin.

WHEREAS, the District desires to utilize the services of two (2) police liaison officers pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, it is agreed by, between and among the parties as follows:

1. Subject to the terms and conditions set forth in this Agreement, the District hereby agrees to utilize the services of two (2) police liaison officers for the purpose of student retention from August 20, 2025 through May 28, 2026. The police liaison officers shall service primarily Austin High School and Ellis Middle School and shall be shared with other District sites as needed. The City of Austin shall execute and deliver proper notice to the District that this Agreement constitutes a valid and binding obligation of the City of Austin for the time period stated.
2. In consideration of the full and complete performance of the agreed services in paragraph 1 hereof, District agrees to compensate the City of Austin amounts equal to the following: Eighty percent (80%) of the Ellis and Ninety percent (90%) Austin High School officer's salary and associated benefits. It is understood that all Federal, State and local taxes are included in the cost of said services.

The City of Austin shall invoice the District for the services performed bi- annually, and the District shall pay such invoice within thirty (30) days following receipt. The City of Austin invoices shall show for the City of Austin employee by name and title, and the time period included for the billing.

If circumstance the City of Austin is not able to provide the agreed services in full, the Chief of Police and Director of Human Resources will meet to discuss an adjustment to the terms of this contract.

3. The City of Austin agrees to provide police liaison services as described in Exhibit "A", which is attached hereto and made a part of this Agreement.
4. The District reserves the right to extend the contract term basis, subject to the City of Austin's concurrence.
5. Either District or City of Austin may terminate the Term of Services under this Agreement at any time and for any reason by providing the other party with thirty (30) days written notice.

Further, either District or City of Austin may terminate the Term of Services under this Agreement by providing the other party with five (5) days written notice in the event the other party commits a material breach of this Agreement or otherwise fails to comply with its material obligations under this Agreement.

6. The District and the City of Austin acknowledge and agree that the City of Austin's police liaison officers are not employees of the District, and that the City of Austin or its agents will have no authority to bind the District or otherwise incur liability on behalf of the District without express delegation of authority by the District. The District shall have no obligation to provide any employee benefits or privileges of any kind or nature to the City of Austin police liaison officers, including, without limitation, insurance benefits, pension benefits, or the like.
7. The police liaison officers are not entitled to access private or confidential data maintained by the School District, including, but not limited to, private personnel data and private student data, unless state or federal law allows such access. In the event that the officers learn private student data or private personnel data in connection with their assignment to the schools, such information cannot be shared with individuals other than School District employees who have a legitimate need to know such information, unless otherwise authorized by the law.
 - a. The District recognizes that the police liaison officers will be performing services that would otherwise be the responsibility of the District's employees, as delineated in Exhibit A to the Agreement. In the course and scope of these duties, the liaison officers may encounter and/or be required to review educational records, which would be available to District employees performing these same functions. In this limited capacity, the police liaison officers shall be treated as "school officials" who have a "legitimate educational interest" in reviewing these records, as the quoted terms are defined by the Family Educational Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act (MGDPA), and the regulations thereto.
 - b. The District and the City of Austin acknowledge that educational records reviewed by the police liaison officers in their capacity as school officials shall not be shared with the City of Austin or its Police Department, unless such disclosure meets one of the exceptions to consent specified in Section 99.31 of FERPA and Section 12.31 of the MGDPA.
 - c. From time to time, other school employees may disclose educational records to the police liaison officers in their capacity as "school officials." Such disclosures shall comply with FERPA and with the MGDPA. Such disclosure shall not alter the fact that these records are education records and that FERPA and the MGDPA prohibit the police liaison officers from re-disclosing these records or from using them for any purpose other than the purpose for which the disclosure was made, unless there is prior written consent for such re-disclosure.

- d. The City of Austin hereby acknowledges the restrictions placed on the police liaison officers' access to and use of student records, as outlined in this section and as required by state and federal law. The District shall direct and supervise the police liaison officers' use and maintenance of education records.
8. The School District's authorized representatives in matters relating to this Agreement are Dr. Joey Page and Todd Lechtenberg unless the City of Austin is notified in writing of an additional or substitute representative. Said Representative shall have final authority for acceptance of the City of Austin's services as satisfactory and shall certify acceptance on each invoice submitted by the City of Austin. The City of Austin shall not rely on the directives or interpretations of any other individual as representing the School District under this Agreement.
9. The City of Austin acknowledges and agrees that it and its employees and agents that are assigned to perform services under this Agreement shall comply with the policies set forth in Exhibit A-hereto and with any amendments to those policies that are made during the term of this Agreement.
10. The City of Austin and agrees that the police liaison officers have been trained regarding the proper use of force on school grounds, including but not limited to:
 - a. the prohibitions on choke holds and other restraints established in section 609.06, subdivision 3;
 - b. the prohibition on using force or the authority of the peace officer's office solely to enforce school rules or policies or participating in the enforcement of discipline for violations of school rules;
 - c. the use of de-escalation techniques and other alternatives to higher levels of force that are appropriate with juveniles and students in a school setting;
 - d. response tactics and strategies that minimize the use and duration of prone restraint, as defined in section 121A.58, and other physical holds of students;
 - e. the duty to render reasonably prompt care, consistent with the officer's training, to a person who an officer physically holds or restrains;
 - f. alternative procedures that can be used to de-escalate conflicts in schools and students and others in crisis;
11. The City of Austin hereby represents and warrants that it:
 - a. Is not subject to any restrictions whatsoever which would prevent it from entering into or carrying out the provisions of this Agreement;

- b. Possesses all licenses, permits, approvals and other certificates necessary and required for performing the services pursuant to this Agreement;
 - c. That the two police liaison officers possess the proper skill, training including but not limited to the training required by Minn. Stat. §626.8482 Subd. 3 and 4, experience and background so as to be able to perform this Agreement in a competent and professional manner; and
 - d. Has full authority to enter into this Agreement and consummate the transaction contemplated hereby.
12. Both parties shall, at its own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the facilities of the District in conjunction with any use of the District facilities named in paragraph hereto in amounts reasonably satisfactory to the District and the City of Austin.
13. This Agreement contains the entire agreement between the City of Austin and the School District with respect to the services. All prior agreements and understandings are superseded hereby.
14. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties hereto. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.

15. Any notices or demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after deposit in a regularly maintained receptacle of the United States Postal Service, postage prepaid, return receipt requested and addressed as follows or as the parties may from time to time designate in writing:

TO School District:

U.S. Mail

Independent School Dist. 492
Attn: Dr. Joey Page

Non-Mail

401 3rd Ave. NW
Austin, MN 55912

TO City of Austin:

Tom Dankert
City of Austin
500 4th Ave NE
Austin, MN 55912

Tom Dankert
City of Austin
500 4th Ave NE
Austin, MN 55912

16. If any provision of this Agreement is prohibited by law or held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such prohibited illegal or invalid provision had never constituted a part hereof, with this Agreement being enforced to the fullest extent possible.
17. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against either party.

Executed as of the day and date first written above.

CITY OF AUSTIN

INDEPENDENT SCHOOL DISTRICT 492
AUSTIN PUBLIC SCHOOLS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

BY: _____

TITLE: _____

Executed as of the day and date first written above.

Exhibit A Scope of Services

Provide a technically and professional qualified individuals deemed acceptable to the School District to assist the School District in its retention of students. Scope of work includes, but is not limited to the following:

- 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 from law enforcement to school officials;
- 4) Providing advice on safety drills;
- 5) Identifying vulnerabilities in school facilities and safety protocols;
- 6) Educating and advising students and staff on law enforcement topics; and
- 7) Enforcement of criminal laws.
- 8) Assist in weekly multi-disciplinary team meetings with District staff.
- 9) Ensure the confidentiality of all student information.
- 10) Assist in the development of appropriate individual student plans.
- 11) Assist in team building and healthy team functioning in all programs.
- 12) Provide consultation to district staff on student discipline issues.
- 13) Ensure that all services are with the scope and duties as appointed by the Court

The City of Austin will adhere to policies adopted by the Austin Public School board and accessible at Austin.k12.mn.us. See Policy 406 and policy 413 attached as a component of Exhibit A.