

**AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES
BETWEEN INDEPENDENT SCHOOL DISTRICT # 831 AND
THE CITY OF FOREST LAKE**

This Agreement ("Agreement") is made and effective as of the ____ day of _____ 2018, by and between the City of Forest Lake, a Minnesota municipal corporation (hereafter referred to as "City"), and Independent School District # 831, a Minnesota public school corporation (hereafter referred to as "District"). Subject to the terms and conditions hereafter stated and based on the representations, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

SECTION 1
RECITALS

RECITAL NO. 1. The City and District wish to address the need for the presence of a police officer in the Forest Lake Area Senior High School ("High School") at the Forest Lake Area Middle School ("Middle School") and at the Forest Lake Area Alternative Learning School ("Alternative Learning School") (collectively the "Schools") to coordinate activities between the District, the criminal justice system and social services and to promote the prevention and investigation of crime within the Schools. These are the goals of the City and the District.

RECITAL NO. 2. By use of School Resource Officers, the City and District seek to establish a cooperative approach among the District (its students, faculty, and employees), the City and community members to achieve these goals.

RECITAL NO. 3. The City and District desire to have School Resource Officers assigned to the High School, Middle School and the Alternative Learning School as liaisons between District and the City.

SECTION 2
AGREEMENT

2.1 OFFICERS EMPLOYED BY CITY. City shall employ and temporarily assign, in accordance with applicable state statutes, three licensed peace officers to serve as the School Resource Officers at the Schools. One School Resource Officer shall be assigned to each of the three Schools.

The parties agree and acknowledge that the School Resource Officers shall be employees of the City. The School Resource Officers shall not be considered employees of District for any purpose, including but not limited to salaries, wages, other compensation or benefits, worker's compensation, unemployment, PERA, Social Security, withholding, liability insurance, personnel records, termination of employment, individual contracts, or other contractual rights.

2.2 HOLD HARMLESS. Each party shall be solely responsible and liable for the act(s) and omission(s) of its own corporation, officers, employees, officials, agents and representatives. Subject to the maximum liability limit provided by Minnesota Statute, Chapter 466, and to the extent allowed by law, each party shall indemnify, defend, 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 corporation, officers, employees, officials, agents and representatives. This indemnity and waiver shall apply solely with respect to services provided pursuant to this Agreement. For liability purposes, no School Resource Officer who is assigned to provide services under this Agreement shall be considered to be an officer, employee, official, agent or representative of District.

Nothing contained herein shall be deemed a waiver by the City or District of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by a third party shall be subject to any governmental immunity defenses of the City and District and the maximum liability limits provided by Minnesota Statute, Chapter 466.

2.3 SELECTION AND ASSIGNMENT OF OFFICER. The selection of the Officers to serve as the School Resource Officers shall be the decision of the City's Police Chief ("Police Chief") after discussion with District Administration. Should a School Resource Officer retire, resign, be reassigned, be discharged or otherwise be unable to perform his or her assignment, the Police Chief will select a replacement after discussion and agreement with District Administration. The continued assignment of such Officer shall be at the discretion of the Police Chief and City Administrator, in consultation with the District Administration.

2.4 ADMINISTRATIVE RESPONSIBILITIES. The scope and manner of how law enforcement services are provided to District shall be at the sole direction of City. Standards of performance, personnel policies, discipline of School Resource Officers, and other internal matters shall be under the authority of City. District may provide City with an evaluation of the services received. District shall immediately notify the City in writing of any purported deficient performance or inappropriate conduct by the School Resource Officers.

2.5 DUTIES OF OFFICER. The services to be provided under this Agreement are identified, but are not limited to, the services on the attached Exhibit A. Any modification of the scope of the services to be provided by the School Resource Officers shall be developed cooperatively and mutually agreed upon between City and District.

During the regular school year, the School Resource Officers' shifts shall be determined by the City and District consisting of an average of 40 hours per week, as required by the current LELS contract. The School Resource Officers shall meet and communicate with District Administration as needed to ensure the goals of the District and City are being met.

2.6 ABSENCES. During the school day, while serving as School Resource Officers, the Officers will be available for and may respond to emergency calls and other assistance required by the City, and may attend police training and special duties as assigned by City. The City is not responsible to provide a replacement during such absences and the amount owed by the District under paragraph 2.11 shall not be reduced because of the absences. The City will use reasonable efforts to schedule training and any assignments to special duties for days that are not regular school days. When possible, the School Resource Officers shall notify the secretary of the District in advance as to when they will be absent.

From time to time, the School Resource Officers may be absent due to vacation, illness, personal leave days, holidays, and other authorized leaves under the LELS contract. The City is not responsible to provide

a replacement during such absences unless the School Resource Officer is on a leave of absence under the Minnesota Family Medical Leave Act. The amount owed by the District under paragraph 2.11 is not reduced because of the absences. To the extent the LELS contract allows, the City will use reasonable efforts to schedule vacation and authorized leaves (excluding absences for illness, personal leave days and holidays) for days that are not regular school days. If such absences described in this paragraph are for more than three (3) consecutive regular school days, the City, after consultation with the District, will in good faith endeavor to make-up the time lost above the three (3) day absence or the City, after consultation with the District, will in good faith endeavor to provide an alternate School Resource Officer for the time above the three (3) day absence.

2.7 OVERTIME. Overtime work by the School Resource Officers in excess of eight (8) hours per day shall be paid by the City according to the LELS contract, provided that such additional time, on a case by case basis, has been approved in advance by City.

2.8 SCHOOL CALENDAR. School Resource Officer Services will be provided to the Middle School and Alternative Learning School during the regular school year, for approximately nine months, from September 4, 2018, until June 7, 2019, and from the first day of school in September of 2019 through the last day of school in June of 2020. District shall provide City with a school calendar showing the dates that the Middle School and the Alternative Learning School are in session.

The City's Police Department shall have exclusive use of the employees assigned as the School Resource Officers to the Middle School and the Alternative Learning School from the end of the 2018-2019 school year until the first day of the 2019-2020 school year. The School Resource Officer assigned to the High School will provide School Resource Officer Services to the High School at all times during the term of this Agreement.

2.9 SERVICE LOCATIONS. The School Resource Officers shall be assigned to the Forest Lake Area Senior High School, Forest Lake Area Middle School, and the Forest Lake Area Alternative Learning School.

2.10 CLOTHING, EQUIPMENT, AND SUPPLIES. Without cost to District, City shall provide any required clothing, uniforms, weapons, necessary equipment and supplies for the School Resource Officers to perform their law enforcement duties.

Without cost to City, District shall provide each School Resource Officer with a reserved parking space at the School they are assigned to, a private, secure, and lockable office including a desk or work table, chair, and filing cabinet that can be properly locked and secured, a "land-line" telephone, and secure internet access as necessary for the School Resource Officers to perform their required duties as specified in paragraph 2.5 of this Agreement.

2.11 COST. For and in consideration of the City providing School Resource Officers' services in accordance with the terms of this Agreement, District shall pay City the following amounts:

- a) For the one (1) School Resource Officer assigned to the High School:

- The sum of one hundred nineteen thousand eight hundred fifty dollars (\$119,850.00) for the 2018-2019 school year, payable in four (4) equal quarterly installments commencing on July 1, 2018.
 - The sum of one hundred twenty-three thousand one hundred fifty dollars (\$123,150.00) for the 2019-2020 school year, payable in four (4) equal quarterly installments commencing on July 1, 2019.
- b) For the two (2) School Resource Officers assigned to the Middle School and the Alternative Learning School:
- The sum of one hundred seventy-nine thousand three hundred sixty two dollars (\$179,362.00) for the 2018-2019 school year, payable in four (4) equal quarterly installments commencing on July 1, 2018.
 - The sum of one hundred eighty-three thousand five hundred ninety-four dollars (\$183,594.00) for the 2019-2020 school year, payable in four (4) equal quarterly installments commencing on July 1, 2019.

These amounts are calculated as outlined in the attached Exhibit B.

2.12 PRIVACY OF PUPIL RECORDS. Pursuant to the District's Protection and Privacy of Pupil Records Policy (Policy) and consistent with the requirements of the Family Educational Rights and Privacy Act (Privacy Act) and the Minnesota Government Data Practices Act (Data Practices Act), the School Resource Officers for purposes of the Policy, the Privacy Act and the Data Practices Act shall be deemed to be school officials when performing the duties and responsibilities under this Agreement. As such, the City certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the School Resource Officers must comply with the Privacy Act and the Data Practices Act.

SECTION 3 **TERM OF AGREEMENT**

3.1 TERM OF AGREEMENT. Unless terminated by either party in accordance with paragraph 3.2, the term of this Agreement shall be from July 1, 2018 to June 30, 2020.

3.2 TERMINATION. Either party may terminate this Agreement upon one hundred eighty (180) days advanced written notice of such termination.

3.3 FORCE MAJURE. The City reserves the right to suspend the School Resource Officer Program and reassign the School Resource Officers in the event of natural or man-made disaster, civil unrest, terrorism, war, pandemic, or any similar unforeseen event for the duration of such an event. The School District agrees that the City's failure to perform or delay in the performance of the City's specified duties in this Agreement will not constitute a breach of contract if the failure to perform or delay in the

performance of the City's specified duties is due to or caused by an event of natural or man-made disaster, civil unrest, terrorism, war, pandemic, or any similar unforeseen event.

SECTION 4 **MISCELLANEOUS**

4.1 NOTICE. Any notice, demand, or communication to the District shall be addressed to the Superintendent at:

Forest Lake Area Schools
Attn: Superintendent
6100 North 210th Street
Forest Lake, MN 55025

Any notice, demand, or communication to the City shall be addressed to the City Administrator at:

City of Forest Lake
Attn: City Administrator
1408 Lake Street South
Forest Lake, MN 55025

4.2 SCOPE. It is agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may not be altered, changed, or amended except by an instrument in writing, signed by all parties.

4.3 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this Agreement shall be binding upon the parties and the successors and assigns of the parties.

4.4 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

4.5 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

4.6 NON-DISCRIMINATION. The City and the 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, District and City have executed this Agreement effective as of the day and year first stated above. This Agreement shall not become effective unless and until it is approved by the City Council and the School Board and is signed by the representatives listed below.

CITY OF FOREST LAKE

Ben Winnick
Mayor

ATTEST:

Bailey Fencil
Deputy City Clerk

SCHOOL DISTRICT # 831

Steve Massey
Superintendent

EXHIBIT A

The School Resource Officers shall have the following duties and responsibilities:

- Strive to develop and enhance rapport between youth, police officers, School faculty and staff and parents.
- Confer with parents, students, neighbors, School faculty and staff and other members of the community regarding pre-delinquent behavior.
- Identify problems focused on students by inspecting the physical premises of the Schools, grounds and property while being watchful for loiterers and suspicious persons or automobiles; by frequently visiting high-delinquency areas for law violators; by observing matters conflicting with the best interests of the students; and monitoring parking lots for unwelcome visitors or violators of school parking rules and guidelines.
- Conduct investigations within the Schools and surrounding community, as deemed necessary by the Police Department or between the Police Department and School faculty and staff by mutual agreement.
- Investigate cases as assigned by the Police Department. These cases will vary in number and complexity thereby requiring flexibility in the hours that the School Resource Officers work and requiring a freedom to leave the School buildings at various times.
- In the instance of law violations, serve in the normal police officer capacity. That is, the School Resource Officers have the obligation to protect life, limb and property; to prevent crime; to recover stolen and lost property; and to apprehend offenders for prosecution, but in so doing, to orient activities toward rehabilitation and correction.
- Work in cooperation with the School principals towards mutually agreed upon goals involving the Police Department, the School District, and the students. The School Resource Officers shall not have disciplinary authority within the school.

EXHIBIT B

**SCHOOL RESOURCE OFFICER
FOREST LAKE AREA SENIOR HIGH SCHOOL
YEAR 2018-2019**

OFFICER SALARY: \$80,923.00

HOLIDAY PAY: \$3,424.00

BENEFITS: \$31,953.00

TRAINING: \$550.00

VEHICLE: \$3,000.00

TOTAL: \$119,850.00

DISTRICT COSTS (12 MONTHS): \$119,850.00

**SCHOOL RESOURCE OFFICER
FOREST LAKE AREA SENIOR HIGH SCHOOL
YEAR 2019-2020**

OFFICER SALARY: \$83,336.00

HOLIDAY PAY: \$3,526.00

BENEFITS: \$32,738.00

TRAINING: \$550.00

VEHICLE: \$3,000.00

TOTAL: \$123,150.00

DISTRICT COSTS (12 MONTHS): \$123,150.00

**SCHOOL RESOURCE OFFICERS (2)
FOREST LAKE AREA MIDDLE SCHOOL
FOREST LAKE ALTERNATIVE LEARNING CENTER
YEAR 2018-2019**

OFFICER SALARIES:	\$161,034.00
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HOLIDAY PAY:	\$6,810.00
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BENEFITS:	\$64,206.00
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TRAINING:	\$1,100.00
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VEHICLE:	\$6,000.00
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TOTAL:	\$239,150.00
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CITY COSTS (3 MONTHS):	\$59,788.00
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DISTRICT COSTS (9 MONTHS):	\$179,362.00
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SCHOOL RESOURCE OFFICERS (2)
FOREST LAKE AREA MIDDLE SCHOOL
FOREST LAKE ALTERNATIVE LEARNING CENTER
YEAR 2019-2020

OFFICER SALARIES: \$165,453.00

HOLIDAY PAY: \$7,000.00

BENEFITS: \$65,240.00

TRAINING: \$1,100.00

VEHICLE: \$6,000.00

TOTAL: \$244,793.00

CITY COSTS (3 MONTHS): \$61,199.00

DISTRICT COSTS (9 MONTHS): \$183,594.00