



AGENDA ITEM #8.1

REPORT TO CITY COUNCIL

Report Prepared by: Jen Anderson, PLPD Office Manager

Date: September 1, 2020

Subject: Police-School Liaison Officer Agreement

Report: Attached is the 2020-2021 Police-School Liaison Officer Agreement. This agreement is effective from September 2020 through May 2021 at \$4,968.89 per month. This is an overall agreement increase of \$1,719.98.

Council Action Requested: Council motion approving the 2020-2021 Police-School Liaison Officer Agreement in the amount of \$44,720

POLICE – SCHOOL LIAISON OFFICER AGREEMENT

This AGREEMENT, made this ____ day of August, 2020 by and between Independent School District No. 186, hereinafter referred to as “SCHOOL DISTRICT”, and the City of Pequot Lakes, a Minnesota municipal corporation, hereinafter referred to as ‘CITY”.

WITNESSETH:

Because the SCHOOL DISTRICT and the CITY desire to join in a mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement:

THEREFORE, in consideration of the mutual agreements and provisions herein set forth, the SCHOOL DISTRICT and the CITY agree as follows:

I. POLICE – SCHOOL LIAISON OFFICER (PSLO)

For the purpose of this AGREEMENT, the term police-school liaison officer shall have the meaning and duties described by this Article.

- A. Police-School Liaison Officer. The police-school liaison officer will be an Officer of the Pequot Lakes Police Department with an SLO certificate, who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police, and other resources in reaching the children’s and community’s needs and problems.
- B. Duties of the Police-School Liaison Officer. The police-school liaison officer will:
 - 1. Strive to develop a better understanding within the school system of the law enforcement process.
 - 2. Meet regularly with the special education and pupil-personnel teams of the school where the Police-School Liaison Officer will serve as a resource person for law enforcement procedures and juvenile court procedures, impart knowledge of families, neighborhoods, individuals, statistics, and trends when requested.
 - 3. Confer with parents, students, neighbors, school personnel and other members of the community regarding pre-delinquent behavior.
 - 4. Conduct investigations within the school and surrounding community, both criminal and other as deemed necessary by the Police Department and school personnel by mutual agreement if investigation is necessary for school related issues.
 - 5. Identify problems focused on children by inspecting the school area, grounds and property being watchful for loiterers and suspicious persons or automobiles; frequently visiting high-delinquency areas for law violators; and by observing matters conflicting with the best interests of the pupils.

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6. Take part in school functions and community projects as deemed necessary by mutual agreement, to become acquainted with parents, businesspersons and community leaders to assist in the social and cultural development of pupils, dropouts and recidivists.
7. Have the opportunity to organize law enforcement or related educational programs within the framework of existing programs in the school.
8. In the instance of law violations, serve in the normal police officer capacity. That is the officer has the obligation to protect life, limb, and property; to prevent crime, to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing to orient activities toward rehabilitation and correction.
9. Continue as a member and employee of the Police Department of the City of Pequot Lakes and will operate under the direct administration and supervision of the Police Department. Work in cooperation with the school administrators towards mutually agreed upon goals involving the Police Department, the school or students. The Police-School Liaison officer shall not have disciplinary authority within the school.
10. Investigate cases as assigned by the Police Department. These cases will vary in number and complexity thereby requiring flexibility in the hours that the officer works and requiring freedom to leave the school building at various times.
11. The Police-School Liaison Officer shall spend a minimum of forty (40) hours per week in or at School functions as defined by School Administration, during the school calendar year. The hours of service will be approximately 8:00 a.m. – 4:30 p.m. with additional flexible hours, as needed. If school is not in session the Police-School Liaison Officer will function as a patrolman for the City of Pequot Lakes under the direct supervision of the Chief of Police.
12. In the event the Police- School Liaison Officer is absent for any reason, the appropriate time shall be rescheduled or pro-rated to reflect a true and accurate rate of payment to the City of Pequot Lakes.
13. Additional duties as defined by the School District Administration:
 - a. Assist in implementing instructional programs such as DARE or 2nd Step regarding respect, chemical use, smoking, safety, bullying, etc.
 - b. Supervision and maintenance of security camera system.
 - c. Assist principals with discipline.
 - d. Assist with lunch supervision.

- e. Member of Crisis Team and Code Blue Team.
- f. Member of Patriot Pride Leadership Team to help develop positive behaviors.
- g. Act as a liaison with Restorative Justice.
- h. Act as truancy liaison and assist with court dates.
- i. Supervision of parking lots.
- j. Coordinate conflict resolution with students/groups of students.
- k. Work with students concerning family and police issues.
- l. Assist with high school Reality Store.
- m. Assist with supervision and scheduling of police reserves for after school activities.
- n. Act as liaison with Family Collaborative workers.
- o. Conduct home visits as needed.

II. RESPONSIBILITY OF SCHOOL DISTRICT

It shall be the responsibility of the SCHOOL DISTRICT to:

- A. Provide guidance and assistance to the Police-School Liaison Officer through the principals, teachers, administrative staff, and student body.
- B. Provide a private office, desk, and telephone with outside line for use by the Police-School Liaison officer to meet with students and staff on both a public and private meeting basis.
- C. Coordinate the efforts of the Police-School Liaison officer within the schools.
- D. Provide clerical help and assistance to the Police-School Liaison officer at the discretion of School Administration when they are working in their capacity as a Police-School Liaison Officer. This includes the providing of the supplies and materials needed.

III. RESPONSIBILITY OF CITY

It is the intention of the CITY to provide Police-School Liaison officers to the SCHOOL DISTRICT, and it shall be the responsibility of the CITY to:

- A. Assign one officer to the SCHOOL DISTRICT with mutual consent of the District Superintendent to act as liaison officer at these schools.

- B. Provide Police Department equipment needed by the Police-School Liaison officer to perform necessary functions.
- C. Provide training and education within the scope of the Police-School Liaison officer to perform necessary functions.
- D. Provide SLO training for any officer working in the capacity of a Police-School Liaison Officer within ISD 186, Pequot Lakes Public Schools.
- E. Provide temporary replacements for the Police-School Liaison officer as deemed necessary by the Police Department with mutual consent of School Administration.

IV. GENERAL

- A. The term of this AGREEMENT is for one (1) year and shall be effective as of September 8, 2020 and shall continue to the last student day of FY 2021. This contract shall be in effect as determined above unless terminated by either party. Termination of the contract by either party shall be effective by serving the other party with a preliminary written notice of termination not less than thirty (30) days prior to the date of termination of the contract. Either party, at its option, may terminate the contract as set forth above if the other party fails to comply with the terms and conditions of this contract. However, the CITY shall not have the right to terminate this contract for failure of the SCHOOL DISTRICT to make any payment due unless the CITY has first given the SCHOOL DISTRICT written notice of such failure and its right to terminate and the SCHOOL DISTRICT has not made such payment within thirty (30) days of receiving such notice.
- B. Indemnity and Hold Harmless.

The CITY and the SCHOOL DISTRICT agree to defend and indemnify the other party, its officials, its employees and agents from any and all liability, loss or damage it may suffer from a result of claims, demands, judgments or costs, including reasonable attorney's fees arising out of or related to its performance under this Agreement.
- C. The CITY and the SCHOOL DISTRICT shall comply with any and all applicable state, federal and local laws, rules and regulations.
- D. The CITY and the SCHOOL DISTRICT shall comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes.
- E. The SCHOOL DISTRICT shall pay the sum of \$4,968.89 per month for the Police-School Liaison Officer position, as follows:
 - September 8, 2020 through May 31, 2021.

If this position begins or ends on dates other than those specified above, payments shall be prorated to reflect the accurate dates.

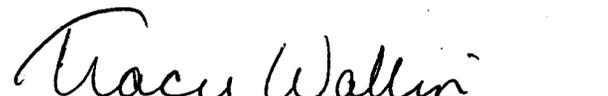
- F. This Agreement represents the entire Agreement between the SCHOOL DISTRICT and the CITY and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

The parties hereto agree to cooperate with one another in the defense of any claim, demand, or right of actions within the terms of this AGREEMENT.



School Board Chair, ISD 186

8.17.20
Date



School Board Clerk, ISD 186

8-17-2020
Date



Mayor, City of Pequot Lakes

8-24-20
Date



City Clerk/Treasurer, City of Pequot Lakes

8-21-20
Date