

#### COMMITTEE OF THE WHOLE AGENDA

COUNTY BOARD ROOM GOVERNMENT CENTER RED WING, MN

MARCH 19, 2024
9:45 A.M.
(OR IMMEDIATELY FOLLOWING THE COUNTY BOARD MEETING)

#### Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 266 673 214 074 Passcode: wknxqK

OR CALL IN +1 872- 240- 8960,,925976225#

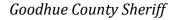
PHONE CONFERENCE ID: 925 976 225#

SRO Contract Update

Documents:

SRO Contract Update.pdf

# Marty Kelly





430 West 6<sup>th</sup> Street Red Wing, MN 55066 Office (651) 267.2600 Dispatch (651) 385.3155

March 14, 2024

To: Honorable Goodhue County Board of Commissioners

From: Sheriff Marty Kelly

Re: Update on SRO Contracts for Pine Island and Zumbrota-Mazeppa School Districts

Dear Honorable Goodhue County Commissioners,

I am writing to provide an update regarding the School Resource Officer (SRO) contracts with Pine Island and Zumbrota-Mazeppa School Districts for the upcoming school year 2024/2025.

Following the committee of the whole meeting held on March 5, 2024, the county board reached a consensus to charge the school districts the full policing rate at 60%, resulting in a total cost of \$77,258 for the school year 2024/2025. Subsequently, contracts were drafted in accordance with this decision and were sent to both school districts on March 8, 2024.

Recently, I received a response from Superintendent Barnick, who also spoke on behalf of Superintendent Constantine, regarding the proposed contracts. They have expressed a desire to continue contracting for SRO services but with a request to pay for fewer hours. The original proposed contract was for 1600 hours, whereas the new proposal from both school districts is for 1,384 hours, covering all student days in their respective districts. This revised proposal would result in a total cost of \$66,761.

As we consider the requests from the school districts, it is important to evaluate the potential impact of the proposed reduction in hours on the effectiveness of the SRO program and the safety of students and staff. We would also need to have the flexibility as we do now with allowing our staff to train, have sick and vacation days without having to backfill each time that happens. I will continue to engage in discussions with the school districts to ensure that the needs of all stakeholders are carefully considered and addressed.

I will provide further updates as discussions progress and decisions are made. Your guidance and input on this matter are greatly appreciated as we work towards reaching a mutually beneficial agreement with the school districts.

Thank you for your attention to this matter.

#### OFFICE OF THE GOODHUE COUNTY SHERIFF

<b>Options for School Contract Rates - 20</b>
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		Hourly	# of	Total	County	School	County	School	
	Year	Rate	Hours	Amount	Portion	Portion	Amount	Amount	
Current Contract 2023/2024	2023/2024	\$51.96	1,600	\$ 83,136	40%	60%	\$ 33,254	\$ 49,882	

# Agreed upon rate method at the Committee of the Whole on March 5th

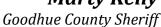
### Policing Contract Rate Method - Full rate with schools paying 60% of 1,600 hours

Total	2024/2025		1,600	\$128,764				\$ 77,258
	1/1/25-6/30/25	\$87.46	920	\$ 80,463	40%	60%	\$ 32,185	\$ 48,278
	7/1/24-12/31/24	\$71.03	680	\$ 48,300	40%	60%	\$ 19,320	\$ 28,980

# Zumbrota and Pine Island Superintendent Request Received March 12th

# Policing Contract Rate Method - Full rate and schools will pay 60% of 1,384 hours

	7/1/24-12/31/24	\$71.03	595	\$ 42,263	40%	60%	\$ 16,905	\$ 25,358
	1/1/25-6/30/25	\$87.46	789	\$ 69,006	40%	60%	\$ 27,602	\$ 41,404
Total	2024/2025		1,384	\$111,269				\$ 66,761





430 West 6<sup>th</sup> Street Red Wing, MN 55066 Office (651) 267.2600 Dispatch (651) 385.3155

March 8, 2024

Dear Superintendent Barnick,

Enclosed, you will discover the School Resource Officer contract proposed for the academic year 2024/2025. In accordance with the directives from the Goodhue County Board of Commissioners, we have incorporated their agreed-upon cost determined during our Committee of the Whole on March 5, 2024. Please consider presenting this contract at your upcoming School Board Meeting, and don't hesitate to contact us if you or your board have any inquiries.

In service,

Marty Kelly

Goodhue County Sheriff

# Contract for Police-School Liaison Officer Between The Goodhue County Sheriff's Office And

## The Zumbrota-Mazeppa School District 2805

The period of this Agreement shall be July 1, 2024 - June 30, 2025.

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, by and between the County of Goodhue, hereinafter referred to as the County, the Zumbrota-Mazeppa School District, hereafter referred to as the "District" and the Goodhue County Sheriff's Office, hereafter referred to as the Sheriff, is entered into under Minnesota law.

#### 1) PURPOSE:

This contract is to address the need for the presence of a law enforcement School Liaison Deputy to be assigned by the Sheriff to work in and around the Zumbrota-Mazeppa School District. The School Liaison Deputy will provide instruction and law enforcement-school liaison service to the District recognizing these services. Services provided may be, but are not limited to the following:

- 1. Respond to on-campus emergencies involving medical problems, injuries and related emergency situations of students, staff, and the general public.
- 2. Enforce federal laws, state laws and local ordinances on the school District campus and on District owned property.
- 3. Initiate investigations of crimes committed on the school District campus, and District owned property, and prevent continued criminal behavior.
- 4. Detain and/or arrest suspects according to law and policies of the Goodhue County Sheriff's Office.
- 5. Initiate investigative referrals to the "Sheriff's Investigations Division" as appropriate.
- 6. Perform investigative follow-up work, including the interviewing of witness, victims and suspects.
- 7. Complete information and prepare cases for the City and County Attorneys.
- 8. Promote and provide crime prevention education to staff, students and the public.
- 9. Provide information to the District faculty and staff regarding federal laws, state laws, local ordinances, and the criminal justice system.
- 10. Assist district faculty and staff when needed with unruly or violent students.
- 11. Attend district faculty and staff meetings, committee meetings, staff seminars/training as requested and appropriate to job position.
- 12. Participate in student/staff programs as appropriate to job position.

Example: Alcohol and Drug Assessment Teams, Conflict/Relationship Mediation Programs, Support Groups, Student at Risk Programs.

- 13. Provide assistance in counseling services, provide resource information and options to students as appropriate to the job position.
- 14. Refer students to District and County counseling services as appropriate.
- 15. Provide classroom and educational programs dealing with drug, alcohol, and violence prevention (DARE).
- 16. Provide education to students, faculty, staff, and the public dealing with gang activity and other issues pertaining to law enforcement practices and the Police/School Liaison Program.
- 17. Coordinate activities, promote, develop and implement programs between the District, Municipalities within the District areas, County, and the criminal justice system.
- 18. Investigate school truancy.
- 19. Enforce parking violations on school property at the sole discretion of the deputy.
- 20. Perform other duties as assigned by the Sheriff, Chief Deputy, Patrol Commander or Operations Captain.

#### 2) OFFICER EMPLOYED BY THE COUNTY:

The Sheriff shall assign in accordance with applicable state statutes a law enforcement officer to serve as the police-school liaison officer in the District. The Sheriff shall do the selection of the officer. The County shall assume all obligations and payments with regard to officer salaries and benefits including workers compensation, PERA, withholding taxes, etc. The District will reimburse the county as defined in section nine of this contract.

#### 3) TERM OF CONTRACT:

The term of this contract will be from July 1, 2024 - June 30, 2025, unless terminated by either party as defined in this contract. The Sheriff will provide the district 1600 hours of service during the school calendar year. These hours will include pre-school year and post-school year preparation time for the school liaison deputy.

#### 4) ADMINISTRATION RESPONSIBILITIES:

Law enforcement services rendered to the District shall be at the sole direction of the Sheriff. Standards of performance, discipline of the deputy assigned and other internal matters, shall be under the authority of the Sheriff. The District shall provide the County with an appraisal of the services received.

The District shall not assume any liability for acts of the Sheriff's personnel hired in performance of their duties, and any law enforcement personnel hired under the terms of this agreement shall be

deemed to be County employees, and the County shall hold the District harmless for any claim for damages resulting from their employment that may accrue to the District.

#### 5) LEVEL OF SERVICE:

The deputy will respond to emergency calls within the County when necessary and will attend police training and special duties as assigned by the Sheriff while fulfilling the requirements of this contract. This may include the officer's time off for vacation, sick leave, required or approved duty time off.

The deputy assigned will inform the District/School Principals when he/she will be absent from the District due to vacations, time off, training or special duties.

The Sheriff will provide for needed law enforcement within the District during the absence of the school liaison deputy.

#### 6) DUTIES OF DEPUTY:

The list of basic duties as outlined in section 1 of this Agreement shall be cooperatively reviewed between the Sheriff and the District.

Latitude in scheduling of work hours will be allowed for the deputy to meet the needs of the contract.

#### 7) CLOTHING, EQUIPMENT, SUPPLIES:

The County shall provide required clothing, uniforms, vehicle, necessary equipment and supplies for the deputy to perform law enforcement duties.

The District shall provide the deputy with a private lockable office, telephone, and computer with e-mail access, and supplies necessary for the deputy to perform required duties.

#### 8) SCHOOL CALENDAR:

The District shall provide the Sheriff with a school calendar.

#### 9) DURATION AND COST:

The District shall pay the County for services in accordance with the terms of this contract.

**Salaries 2024-2025 School Year:** The average Deputy Sheriff's salary and benefit rate will be \$71.03 per hour from 7/1/24-12/31/24 and \$87.46 per hour from 1/1/25-6/30/25. The deputy will work an average of 1,600 hours during the term of this contract, and the District agrees to pay the County for 60% of the 1,600 hours.

The District agrees to pay the County \$77,258 for the Sheriff's School Liaison Services for the 2024-2025 School Year.

The payments to the County shall be:

**Payment 1:** Payment of \$28,980.00 before December 31, 2024.

**Payment 2:** Payment of \$48,278.00 before June 30, 2025.

#### **10) TERMINATION:**

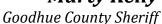
The District may terminate this agreement on or before December 31 of each year for the upcoming school year upon written notice of termination. The Sheriff may terminate this agreement at anytime upon one hundred-eighty (180) days written notice of such termination. In the event of termination by either party all payments due hereunder shall be prorated.

#### 11) SAFE SCHOOL FUNDING:

In the event that the District is unable to secure the Safe School Fund/Safety Levy used to fund this position, all parties would reopen negotiations concerning this contract.

12) IN WITNESS WHEREOF, the Zumbrota-Mazeppa School District adopted by its governing body, caused this agreement to be signed by its Superintendent and attested by its School Board Chairperson, and by the County of Goodhue, by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of the Board and the seal of said Board to be affixed thereto and attested by the Goodhue County Administrator, and the Goodhue County Sheriff has signed this agreement.

ATTEST:	ZUMBROTA-MAZEPPA SCHOOL DISTRICT
Chairperson Zumbrota-Mazeppa School Board	Superintendent of School
Date	Date
ATTEST:	GOODHUE COUNTY
County Administrator	Chairman Goodhue County Board of Commissioners
Date	Date
Goodhue County Sheriff	Date





430 West 6<sup>th</sup> Street Red Wing, MN 55066 Office (651) 267.2600 Dispatch (651) 385.3155

March 8, 2024

Dear Superintendent Constantine,

Enclosed, you will discover the School Resource Officer contract proposed for the academic year 2024/2025. In accordance with the directives from the Goodhue County Board of Commissioners, we have incorporated their agreed-upon cost determined during our Committee of the Whole on March 5, 2024. Please consider presenting this contract at your upcoming School Board Meeting, and don't hesitate to contact us if you or your board have any inquiries.

In service,

Marty Kelly

Goodhue County Sheriff

# Contract for Police-School Liaison Officer Between The Goodhue County Sheriff's Office And The Pine Island School District 255

The period of this Agreement shall be July 1, 2024 - June 30, 2025.

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_, by and between the County of Goodhue, hereinafter referred to as the County, the Pine Island School District, hereafter referred to as the "District" and the Goodhue County Sheriff's Office, hereafter referred to as the Sheriff, is entered into under Minnesota law.

#### 1) PURPOSE:

This contract is to address the need for the presence of a law enforcement School Liaison Deputy to be assigned by the Sheriff to work in and around the Pine Island School District. The School Liaison Deputy will provide instruction and law enforcement-school liaison service to the District recognizing these services. Services provided may be, but are not limited to the following:

- 1. Respond to on-campus emergencies involving medical problems, injuries and related emergency situations of students, staff, and the general public.
- 2. Enforce federal laws, state laws and local ordinances on the school District campus and on District owned property.
- 3. Initiate investigations of crimes committed on the school District campus, and District owned property, and prevent continued criminal behavior.
- 4. Detain and/or arrest suspects according to law and policies of the Goodhue County Sheriff's Office.
- 5. Initiate investigative referrals to the "Sheriff's Investigations Division" as appropriate.
- 6. Perform investigative follow-up work, including the interviewing of witness, victims and suspects.
- 7. Complete information and prepare cases for the City and County Attorneys.
- 8. Promote and provide crime prevention education to staff, students and the public.
- 9. Provide information to the District faculty and staff regarding federal laws, state laws, local ordinances, and the criminal justice system.
- 10. Assist district faculty and staff when needed with unruly or violent students.
- 11. Attend district faculty and staff meetings, committee meetings, staff seminars/ training as requested and appropriate to job position.
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Example: Alcohol and Drug Assessment Teams, Conflict/Relationship Mediation Programs, Support Groups, Student at Risk Programs.

- 13. Provide assistance in counseling services, provide resource information and options to students as appropriate to the job position.
- 14. Refer students to District and County counseling services as appropriate.
- 15. Provide classroom and educational programs dealing with drug, alcohol, and violence prevention (Counter ACT).
- 16. Provide education to students, faculty, staff, and the public dealing with gang activity and other issues pertaining to law enforcement practices and the Police/School Liaison Program.
- 17. Coordinate activities, promote, develop and implement programs between the District, Municipalities within the District areas, County, and the criminal justice system.
- 18. Investigate school truancy.
- 19. Enforce parking violations on school property at the sole discretion of the deputy.
- 20. Perform other duties as assigned by the Sheriff, Chief Deputy, Patrol Commander or Operations Captain.

#### 2) OFFICER EMPLOYED BY THE COUNTY:

The Sheriff shall assign in accordance with applicable state statutes a law enforcement officer to serve as the police-school liaison officer in the District. The Sheriff shall do the selection of the officer. The County shall assume all obligations and payments with regard to officer salaries and benefits including workers compensation, PERA, withholding taxes, etc. The District will reimburse the county as defined in section nine of this contract.

#### 3) TERM OF CONTRACT:

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#### 4) ADMINISTRATION RESPONSIBILITIES:

Law enforcement services rendered to the District shall be at the sole direction of the Sheriff. Standards of performance, discipline of the deputy assigned and other internal matters, shall be under the authority of the Sheriff. The District shall provide the County with an appraisal of the services received.

The District shall not assume any liability for acts of the Sheriff's personnel hired in performance of their duties, and any law enforcement personnel hired under the terms of this agreement shall be

deemed to be County employees, and the County shall hold the District harmless for any claim for damages resulting from their employment that may accrue to the District.

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#### 10) TERMINATION:

The District may terminate this agreement on or before December 31 of each year for the upcoming school year upon written notice of termination. The Sheriff may terminate this agreement at anytime upon one hundred-eighty (180) days written notice of such termination. In the event of termination by either party all payments due hereunder shall be prorated.

#### 11) SAFE SCHOOL FUNDING:

In the event that the District is unable to secure the Safe School Fund/Safety Levy used to fund this position, all parties would reopen negotiations concerning this contract.

12) IN WITNESS WHEREOF, the Pine Island Public School District adopted by its governing body, caused this agreement to be signed by its Superintendent and attested by its School Board Chairperson, and by the County of Goodhue, by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of the Board and the seal of said Board to be affixed thereto and attested by the Goodhue County Administrator, and the Goodhue County Sheriff has signed this agreement.

ATTEST:	PINE ISLAND SCHOOL DISTRICT				
Chairperson Pine Island School Board	Superintendent of School				
Date	Date				
ATTEST:	GOODHUE COUNTY				
County Administrator	Chairman Goodhue County Board of Commissioners				
Date	Date				
Goodhue County Sheriff	Date				