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| AGENDA SECTION | CONSENT |
| ITEM NO. | |
| MEETING DATE | DECEMBER 14, 2020 |

CITY OF COLUMBIA HEIGHTS - COUNCIL LETTER

| | | | |
|---|---|---------------------------------|-----------------------------|
| ITEM: | Authorize School Resource Officer Contract with Columbia Heights School District | | |
| DEPARTMENT: | Police | CITY MANAGER'S APPROVAL: | |
| BY/DATE: | Chief Lenny Austin 11/30/2020 | BY/DATE: | <i>Kell Bonyea</i> 12/11/20 |
| CITY STRATEGY: | #1; Safe Community | | |
| Additional Strategy? | Choose an item. | | |
| SHORT TERM GOAL (IF APPLICABLE): | #6 Build On and Expand Collaboration with the School District and Other Public Entities | | |
| Additional Goal? | Choose an item. | | |

BACKGROUND:

For well over 20 years, the City of Columbia Heights and the Columbia Heights School District have partnered on an agreement to fund a School Resource Services program. The program continues to provide benefits to the School District and the Police Department and is an important part of our police/youth initiative.

The School District shares expenses with the Police Department during the school year at the rate of one half of 9/12ths of the cost of providing the officer at the high school and middle school. The School District's share for calendar year 2021, which includes wage, fringe and miscellaneous costs, is \$55,368.00 for the high school officer and \$53,433.00 for the middle school officer, totaling \$108,801.00. The wage amounts are based on the 2021 officers' union agreement, and the miscellaneous costs in the agreement were calculated based on 2020 numbers, and increased by 3%. The contract has been reviewed by the Columbia Heights School Board at a recent work session, and is on the agenda for approval on December 15, 2020.

Officer Jason Piehn is currently assigned as the High School Resource Officer, and Officer Ibrahim Farah is the Resource Officer at the Middle School (Columbia Academy). In their role as Resource Officers, they develop contacts with the students and staff at the schools that are invaluable in our investigation of juvenile crime. They are also excellent role models to students, and their interaction at the schools is an important link between law enforcement and the educational system. Connecting with community partners such as the School District to focus on youth issues is part of the department's Strategic Plan.

STAFF RECOMMENDATION:

It is the recommendation of the Police Chief that this agreement be authorized.

RECOMMENDED MOTION(S):

MOTION: Move to authorize the Mayor and Police Chief to enter into a Joint Powers agreement with Columbia Heights Public Schools for the provision of a Police School Resource Officer program as stipulated in the Joint Powers Agreement for the period of January 1 through December 31, 2021.

ATTACHMENTS:

School Resource Officer Contract 2021

SCHOOL RESOURCE OFFICER PROGRAM

**January 1 through
December 31, 2021**

Columbia Heights Police Department

and

Columbia Heights Public Schools

Prepared and Submitted by:

Chief Lenny Austin
December 14, 2020

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MISSION, GOALS AND PRIMARY RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER

Mission Statement:

The School Resource Officer is placed in the school environment to identify, correct, and prevent delinquent behaviors and activities, and to create a positive relationship between youth, police, and other authority figures.

Goals:

To work with and through school administrators, counselors, teachers, and students to develop a better understanding and a more positive attitude among students as to the role of a police officer.

To work in Resource with school officials to provide, as much as possible, a safe and crime-free environment for students and staff.

To act as a law enforcement consultant and educator to Columbia Heights School District #13 schools located in Columbia Heights and Hilltop.

To administer the D.A.R.E. (Drug Abuse Resistance Education) program in Columbia Heights Public Schools.

Primary Responsibilities:

Law Enforcement

The School Resource Officer shall function as a law enforcement officer within the school environment and under the direction of the Columbia Heights Police Department investigative supervisor. The School Resource Officer shall act as a resource for students, teachers, counselors, school administrators and parents. The School Resource Officer shall remain conscious that the primary responsibility is that of a law enforcement officer.

The School Resource Officer plans and coordinates all functions of investigations relating to juveniles and children, in both criminal and non-criminal matters to effectively solve criminal cases and build a basis for successful prosecution when warranted and/or make all appropriate dispositions of non-criminal matters.

The School Resource Officer also develops and presents investigative reports to the County Attorney and/or City Prosecuting Attorney for complaints and coordinates with other juvenile referral agencies to appropriately handle juvenile criminal and non-criminal acts that have come to the attention of the Department.

Education

The School Resource Officer also has additional responsibilities to help educate students, staff and parents. The School Resource Officer does presentations on safety, internet crime, substance abuse and other relevant topics.

School Resource

The School Resource Officer shall act as a resource for students, teachers, counselors, school administrators and parents.

THE OBJECTIVES OF THE SCHOOL RESOURCE OFFICER POSITION ARE:***Objective #1:***

To provide a formal process or rationale to:

- a. Enhance the general safety to students and faculty staff in and around public schools.
- b. Monitor and/or prevent juvenile gang activity and provide intelligence.
- c. Reduce the use of uniform officer intervention at school sites for response to school related service demands.
- d. Maintain community contact for:
parents, students, neighborhoods, community organizations (PTA and other service providers)
- e. Handle incidents such as minor assaults, thefts, and threats as they occur in the officer's assigned schools.

Indicator #1:

Lack of formal or informal complaints or concerns, either written or verbal.
Receipt of letters, phone calls or personal verbal contacts regarding individual or program successes.

Objective #2:

To provide the following services to Columbia Heights School District #13 schools located in Columbia Heights and Hilltop:

- a. To coordinate and directly provide for, in appropriate circumstances, the general safety of students and staff.

- b. To monitor gang activity throughout school property and respond appropriately to non-school related intelligence regarding gang activity.
- c. To reduce the number of calls responded to by uniform officers at school sites.

Indicator #2:

Maintain adequate knowledge through review of daily reports, keeping abreast of the above current problems and disseminating information to Investigations and Patrol.

Objective #3:

Complete all investigations assigned or generated in the field to their proper conclusion.

Indicator #3:

Pass Resource supervisor's review of completed cases. One hundred percent of cases must pass this review.

Objective #4:

Improvement and continual update of Resource Program.

Indicator #4:

A School District representative and Police Department representative will meet quarterly to discuss the Resource Office program. Yearly evaluations to be prepared by School Officials, Police Department and Resource Officer for annual review and evaluation.

Objective #5:

Provide cultural relevant services in schools.

Indicator #5:

Participate in annual cultural competency and equity training offered by the district including onsite and offsite training.

**POSITION DESCRIPTION - SCHOOL RESOURCE OFFICER
ACCOUNTABILITY AND EDUCATION REQUIREMENTS**

The School Resource Officer is a member of the department below the rank of Sergeant. Officer may be assigned from the rank of police officer to serve as School Resource Officer. Officers who desire to serve in this assignment may submit their requests in writing to the Police Captain. Officers serving in the assignment may be removed at the discretion of the Chief of Police. The appointed School Resource Officer may vacate this position with thirty days written notice to the Chief of Police. While serving in this assignment, officers shall receive a pay differential in accordance with the labor agreement in effect at the time of the assignment.

Accountable to:

The School Resource Officer reports to and is directly accountable to the Chief of Police or his designee.

Education and Training Requirements:

POST licensed, supplemented by course work in investigative techniques, interview and interrogation techniques and crime scene processing techniques.

**POSITION DESCRIPTION - SCHOOL RESOURCE OFFICER
QUALIFICATIONS**

1. Considerable knowledge of the principles of modern investigation techniques.
2. Thorough knowledge of scientific methods of crime detection and criminal identification.
3. Thorough knowledge of federal, state and local laws and ordinances that are enforced by the department.
4. The ability to communicate effectively both orally and in writing.
5. The ability to analyze complex criminal transactions and trends and to use information obtained to successfully charge criminal offenders.
6. The ability to develop informants.
7. The ability to independently manage a number of investigations at any one time.
8. The ability to manage time effectively.
9. The ability to speak effectively in public.
10. The ability to work effectively with juveniles.
11. The ability to gain cooperation, support, and assistance of the area church organizations, County Welfare, County Court Services, Juvenile Court, County and City law enforcement, and other agencies in the community.
12. To meet as needed with members of the personnel team and police department representatives to discuss individual student and student body problems that affect school or police department objectives.
13. The ability to provide educational materials and lectures for the students, the school staff and the community on juvenile problems and problem areas, available assistance services for the students and their parents, and other topics deemed important.
14. The ability to assist in the classroom in the teaching of physical, mental and social effects of alcohol and narcotic use and abuse.
15. The ability to train the school staff in matters of school security, symptoms of drug abuse, etc.
16. The ability to identify and take proactive steps to prevent activities that lead or could lead to delinquent behavior and/or activities.

17. The ability to establish a favorable rapport with students as a means for preventing delinquent behavior and activities.
18. The ability to maintain the police image. The School Resource Officer is responsible for the enforcement of city and state law, but whose treatment is fair and recognizes he/she is working in a juvenile environment. The School Resource Officer must assure the students and the staff that he/she is not in the school to create a police state, he/she is there to assist the administrative staff and students.
19. The ability to promote informal contacts between the students and the police, to increase communication and understanding between the two.
20. The ability to meet all other requirements and performance criteria defined for patrol officer position.
21. The ability to serve as a resource person for law enforcement and juvenile court procedures. The officer will be in a position with the school to develop a better understanding and have additional pertinent information for juvenile court determinations.
22. The School Resource Officer is often in a favorable position to work on many creative programs and can work with juvenile group leaders trying to interest them in constructive activities of a recreational or social nature.

MAJOR AREAS OF ACCOUNTABILITY OF THE SCHOOL RESOURCE OFFICER POSITION

1. To attend school staff meetings as a resource person in developing and adopting procedures that will contribute to the prevention of juvenile delinquency.
2. To communicate and cooperate with county welfare officers, probation personnel, and other members of the professional community when appropriate.
3. To assist school staff members in understanding the Anoka County Juvenile Court System, law enforcement ramifications, and the technique of court referrals when necessary.
4. To be a part of the total team effort to provide role models and prevent undesirable behavior patterns from developing. Endeavor to build and maintain rapport between youth, school, and police by day-to-day contact as a resource person.
5. To become involved in school and outside youth activities in order to understand special problems of youth and how they may be positively addressed. Participate in community affairs as requested or assigned, and be available for lectures to school and community groups.
6. To facilitate education programs for students; i.e., acts as a resource person in the continuing development of drug education, etc.
7. To assist and advise in security matters regarding school buildings and properties that are normally supervised by school staff members upon request of appropriate school official(s).
8. To maintain individual police skills, including physical conditioning. Stay abreast of developments in the crime prevention and youth relations fields and changes in related laws and ordinances.
9. To prepare and submit necessary case files regarding cases assigned or investigated.
10. To work under the direction of the investigative supervisor and will accept input from appropriate school administrative personnel.
11. Investigates reported crimes, both in and out of the school environment, for the purpose of collecting evidence and identifying, locating, questioning witnesses and suspects, and making legal arrests as justified by the facts developed.
12. Obtains and processes physical evidence. Handles or arranges for the processing of a crime scene including measurements, fingerprints, photos and drawings, etc.

13. Ensures proper development of cases for prosecution, builds an accurate and complete case file through reports of actions and findings. Coordinates the disposition of all juvenile matters to provide for unified approach.
14. Ensures proper disposition of cases for prosecution, builds an accurate and complete case file through reports of actions and findings. Coordinates the disposition of all juvenile matters to provide for a unified approach.
15. Ensures proper disposition of all assigned cases, meets with the Investigative Supervisor regularly to review the status of all cases and determines whether to pursue, delay or close the matter.
16. Confers with parents, other members of the Criminal Justice System, and those private and public agencies within the community which are involved in the case, counseling or treatment of juveniles, children or family units, in the disposition of matters involving juveniles and/or children.
17. Preparation and presentation of appropriate material to students of elementary, junior and senior high schools.

GUIDELINES FOR THE SCHOOL RESOURCE OFFICER POSITION

1. Work week will be based on a 40-hour week.
2. Work hours will be proximate to the school day.
3. Will be assigned a department vehicle while on-duty.
4. Time commitment is appropriately divided in each of the following categories:
 - a. In-school activity at high school or middle school
 - b. Case investigation, training, and meetings as scheduled
 - c. D.A.R.E.
 - d. Elementary schools
5. Primarily reports to the Investigative Supervisor. Secondary supervisor is the on-duty police supervisor.
6. Must report to a supervisor daily, but is authorized to report immediately to the school each day if approved.
7. Must be prepared to perform all police functions, as the officer is subject to immediate call-out for other activities, but must be discreet in the visibility of police equipment.
8. Will be assigned a cellular phone, and the phone must be operational during all hours when on duty.
9. Break time will be as defined in the union agreement.
10. Will be assigned desk space at the Police Department and will be provided appropriate office space and supplies by the schools.
11. Must dress in a manner that is acceptable to school administrators and with the approval of the Chief of Police.
12. The officer is at all times under police supervision, but is expected to work closely with school administrators and staff. The objective is to solve problems, assist school staff, and to assist students.

JOINT POWERS AGREEMENT

This Joint Powers Agreement dated this ____ day of _____ is made pursuant to M.S. 471.59 by and between the *City of Columbia Heights (City)* and *Columbia Heights Public Schools (School District)*.

1. **Purpose:** The purpose of this agreement is to create, fund, and implement the positions of *Police School Resource Officer*.
2. **Duties and Responsibilities:** The job description for the School Resource Officer is attached.
3. **Selection Process:** From applications of qualified applicants for the position of School Resource Officer, one or more candidates will be selected by a selection board made up of School District #13 personnel and appointed Police Department personnel. Oral interviews are to be administered by the same selection board. The final appointment of the School Resource Officers are at the discretion of the Chief of Police. The assigned officer may be removed from the School Resource position by a written request from the School District or at the discretion of the Chief of Police.
4. **Funding:** The School District and City will share the following expenses equally during the school year, except in no event may the School District's share of the expenses exceed 1/2 of 9/12 of the total officer compensation and benefit package for the High School Resource Officer and the Middle School Resource Officer.
 - A. Officer's Salary
 - B. Position Grade Enhancement
 - C. Holiday Pay
 - D. F.I.C.A.
 - E. Workers Compensation
 - F. P.E.R.A.
 - G. Hospitalization
 - H. Training and Equipment
 - I. Vehicle-related Costs

The cost breakdowns for the period of January 1, 2021 through December 31, 2021 are attached.

5. **Billing:** The City shall submit a bill to the School District, which will be paid within thirty days of receipt.
6. **Term:** This agreement shall commence on **January 1, 2021**, and shall end on **December 31, 2021**.
7. **General Provisions:** The Police School Resource Officer is a city employee and shall not be considered an employee of the School District for any purpose, including but not limited to salaries, wages, other compensation or fringe benefits, Workers Compensation, Unemployment Compensation, P.E.R.A., Social Security, liability insurance, keeping of personnel records, termination of employment, individual contracts or other contractual rights. The officer will report to and be directed by the Investigative Supervisor, but will consult regularly with the School District officials. The officer will have office space and phone at the assigned school without cost to the City.
8. **Indemnification by City:** The School Resource Officer is a city employee. The City shall indemnify, hold harmless, and defend the School District, its elected officials and employees against any and all liability, loss, costs, damages, expenses, claims or actions which the School District, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of the City, its agents or employees, in the execution, performance, or failure to adequately perform the City's obligations pursuant to this agreement.
9. **Indemnification by School District:** The School District shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or action which the city, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of the School District, its agents or employees, in the execution, performance or failure to adequately perform the School District's obligations pursuant to this agreement.
10. **Termination of Agreement:** Ninety day written notice by either School District or City is required to terminate the program. The Resource Officer can be removed at any time following the written notification of termination of the program.
11. **Temporary Reassignment:** Temporary reassignment of the Resource Officer is at the discretion of the Chief of Police not to exceed thirty consecutive days, contract to be renegotiated after thirty days.

12. The resolution of unforeseen problems arising in this program shall be negotiated by representatives appointed by the School District and the Chief of Police.
13. ***Learning Model Changes.*** The above terms assume a normal, in-person learning model at the Middle School and High School. Due to the COVID-19 pandemic, the School District may switch to a Modified Hybrid or Distance Learning model, resulting in fewer or no students in the Middle School and/or High School. In the event the School Board changes either School to a Modified Hybrid or Distance Learning model, no Liaison Officer will be needed in the school(s) and the District will not incur any costs under this Agreement relating to the school(s) operating under those models from the date the learning model is changed until such time that the District moves to either the in-person or Full Hybrid learning model in that School. While a School is operating under an in-person or Full Hybrid learning model, liaison officers will be utilized and the District is obligated to pay the full cost of liaison services as contemplated by this Agreement.

In witness whereof, the parties have executed this agreement the day and year first written above.

City of Columbia Heights

Columbia Heights Public Schools

Donna Schmitt
Mayor

Zena Stenvik
Superintendent of Schools

Lenny Austin
Chief of Police

Naty Severson
School Board Chair

**COST FACTOR BREAKDOWN
MIDDLE SCHOOL RESOURCE OFFICER PROGRAM**

2021

Base Wage – Middle School Resource Officer:

| | | |
|-------------------------------|------------------|--------------------------|
| Patrol Top Wage | \$7,268.00/month | \$ 87,216.00/year |
| Resource Officer Premium | \$ 200.00/month | \$ 2,400.00/year |
| Longevity | \$ 130.19/month | \$ 1,562.00/year |
| Holiday pay | | \$ 4,910.00/year |
| Deferred Compensation | | \$ 450.00/year |
| Overtime Allocation | | <u>\$ 5,770.00/year</u> |
| <i>Total Base Wage</i> | | \$102,308.00/year |

Compensation and Fringe:

| | | |
|--|--|--------------------------|
| F.I.C.A. (1.45%) | | \$ 1,452.00/year |
| Workers Comp (5.52%) | | \$ 5,528.00/year |
| P.E.R.A. (17.70%) | | \$ 17,645.00/year |
| Employee Insurance | | <u>\$ 12,480.00/year</u> |
| <i>Total Fringe Benefit Costs</i> | | \$ 37,105.00/year |

Miscellaneous Costs:

| | | |
|---|--|-------------------------|
| Training and equipment allowance | | \$ 1,929.00/year |
| Vehicle related expense | | <u>\$ 1,150.00/year</u> |
| <i>Total Miscellaneous Costs</i> | | \$ 3,079.00/year |

Total Yearly Costs **\$142,492.00/year**

To compute monthly total:

\$142,492.00 divided by 12 months = \$ 11,874.00

To compute school year total:

\$11,874.00 X 9 months (school yr) = \$106,866.00

To compute School District cost:

½ of 9/12 funding formula = \$ 53,433.00

***Total Cost to Columbia Heights Public Schools
For Middle School Officer for 2021:*** **\$ 53,433.00**

**COST FACTOR BREAKDOWN
HIGH SCHOOL RESOURCE OFFICER PROGRAM**

2021

Base Wage – High School Resource Officer:

| | | |
|--|------------------|--------------------------|
| Patrol Top Wage | \$7,268.00/month | \$ 87216.00/year |
| Resource Officer Premium | \$ 200.00/month | \$ 2,400.00/year |
| Longevity (3 mos at 12 yr rate, 9 mos at 16 yr rate) | | \$ 5,628.00/year |
| Holiday pay | | \$ 4,910.00/year |
| Deferred Compensation | | \$ 450.00/year |
| Overtime Allocation | | <u>\$ 5,770.00/year</u> |
| <i>Total Base Wage</i> | | \$106,374.00/year |

Compensation and Fringe:

| | |
|--|--------------------------|
| F.I.C.A. (1.45%) | \$ 1,516.00/year |
| Workers Comp (5.52%) | \$ 5,772.00/year |
| P.E.R.A. (17.70%) | \$ 18,430.00/year |
| Employee Insurance (\$985/month) | <u>\$ 12,480.00/year</u> |
| <i>Total Fringe Benefit Costs</i> | \$ 38,198.00/year |

Miscellaneous Costs:

| | |
|---|-------------------------|
| Training and equipment allowance | \$ 1,929.00/year |
| Vehicle related expense | <u>\$ 1,150.00/year</u> |
| <i>Total Miscellaneous Costs</i> | \$ 3,079.00/year |

Total Yearly Costs **\$147,651.00/year**

To compute monthly total:

\$147,651.00 divided by 12 months = \$ 12,304.00

To compute school year total:

\$12,304.00 X 9 months (school yr) = \$110,736.00

To compute School District cost:

½ of 9/12 funding formula = \$ 55,368.00

***Total Cost to Columbia Heights Public Schools
For High School Officer for 2021:*** **\$ 55,368.00**