



City of Blaine

City Council

August 31, 2023 | 9:00 AM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

AGENDA

1. Call to Order by the Mayor

2. Pledge of Allegiance

3. Roll Call

4. Awards - Presentations - Organizational Business

5. Communications

6. Open Forum

Open Forum is an opportunity for the public to present an issue or concern to City Council. There is a maximum of fifteen minutes set aside for open forum. Each presentation should be limited to no more than three minutes. If your item needs follow-up from the City, staff will arrange for that follow-up and will contact you to let you know what is being done. Thank you for coming this evening.

7. Adoption of Agenda

8. Approval of Consent Agenda:

All items listed under the "Consent Agenda" are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

9. Public Hearing and Items Published for a Certain Time

10. Development Business

11. Administration

11.1. RES 23-150 Contract Policing Services in Blaine Schools

Sponsors: Brian Podany, Safety Services Manager/Police Chief

12. Other Business

13. Adjournment



City of Blaine

Signature Copy

Resolution: RES 23-150

Contract Policing Services in Blaine Schools

WHEREAS, Minnesota Statutes Chapter 121A govern student rights; and

WHEREAS, in 2023, the Minnesota Legislature included multiple provisions in the Education Bill that will affect school resource officers and other officers providing contracted services to public schools, such as working at a football, basketball, or hockey games, or a school dance; and

WHEREAS, the statutory changes affect how and when use of force may be used in situations involving student restraint or preventing bodily harm or death of the student or another; and

WHEREAS, various interpretations have emerged from different associations and entities, as well as the Minnesota Attorney General's Office. Despite the iterations that have resulted, there remains confusion and considerations for the Minnesota Legislature; and

WHEREAS, the City of Blaine currently provides contract policing services including school resources officers to the Anoka-Hennepin School District, Spring Lake Park School District, and Centennial School District; and

WHEREAS, the Anoka-Hennepin School District and Spring Lake Park School District contracts are entered into annually at the beginning of each school year and they have not yet been signed for the 2023-2024 school year; and

WHEREAS, the Centennial School District #12 contract is a three-year contract and the city is entering into the second year of the contract. The contract has a 90-day termination clause and the city is in discussion about a potential contract suspension until the issue is addressed adequately.

NOW, THEREFORE, BE IT RESOLVED that the City of Blaine suspends their existing contract with the Centennial School District effective immediately and does not enter into a contract for the 2023-2024 school year with the Anoka-Hennepin School District and the Spring Lake Park School District.

BE IT FURTHER RESOLVED, that the Police Chief and City Manager, with input from the City Attorney, are authorized to enter into contracts for policing services if changes are made to the law during the 2023-2024 school year that provide the necessary clarity and comfort to re-enter into those contracts at the discretion of those individuals in their professional opinions.

PASSED by the City Council of the City of Blaine this 31st day of August, 2023.



City of Blaine Staff Report

File Number: RES 23-150

Agenda Date	Status
August 31, 2023	
In Control	File Type
City Council	Resolution

Administration - Brian Podany, Safety Services Manager/Police Chief

Agenda Item # 11.1

Contract Policing Services in Blaine Schools

Executive Summary

Staff will present information pertaining to recent Minnesota statutory changes regarding contract police services in school. A recommendation for contract suspension or termination, as well as not entering into 2023-2024 school year contracts, will be presented to the Council for consideration.

Background

Minnesota Statutes Chapter 121A govern student rights, responsibilities, and behavior. In 2023, the Minnesota Legislature included multiple provisions in the education bill that affect school resources officers and other officers providing contracted services to public schools, such as working at a football, basketball, or hockey game, or school dance. The statutory changes affect how and when use of force may be used in situations involving student restraint or preventing bodily harm or death to the student or another.

Various interpretations have emerged from different associations and entities, as well as the Minnesota Attorney General's Office. Despite the iterations that have resulted, there remains confusion and considerations for the Minnesota Legislature. Information will be presented with what the law reads as well as what has transpired since then.

The City of Blaine currently provides contract policing services, including school resource officers, to three school districts within the city's limits. This includes the Anoka Hennepin School District (AHSD), Centennial School District (CSD), and Spring Lake Park School District (SLPSD). Currently, the AHSD and SLPSD contracts are school year to school year and have not yet been signed for the 2023-2024 school year. The CSD contract is currently a three-year contract and the city is entering the second year of the contract. The CSD contract has a 90-day termination clause, but the city is in discussions about a potential contract suspension until the issue is addressed adequately.

Strategic Plan Relationship

Ensuring safe schools is vital to having a healthy community in Blaine for our children and those who attend school here.

Board/Commission Review

N/A

Financial Impact

Variable, to be discussed.

Public Outreach/Input

N/A

Staff Recommendation

Staff recommends suspending or terminating the contract with Centennial School District and not entering into new contracts with the Anoka Hennepin and Spring Lake Park School Districts.

Attachment List

1. PATROL Special Update Aug. 28
2. PATROL SRO Statutory Changes
3. SRO Letter To Members
4. MDE Interpretation on SRO Law
5. Recent Amendments to Student Discipline Laws (AGO)
6. MPPOA Updated Letter to Members 2
7. Anoka County Attorney Letter to Not Renew MOU w/AH Schools
8. City Attorney Blaine SRO Opinion Letter
9. 2023 Memo to Police Staff Contract School Coverage
10. Signed SLPSD Special Event Letter
11. 22-25 Centennial Schools SRO Contract
12. AHSD 2022-2023 Final Contract w/MOU
13. SLPSD 16 SRO Service Contract 2022-2023

Subject: Statutory changes regarding use of force by school resource officers and other officers working in school settings.

Principal Issues: Use of force by SROs and other officers who are agents of a school district; limitations on circumstances allowing the use of force toward students; use of prone and compressive restraint toward students.

Date Issued: August 28, 2023

Prepared By: League of Minnesota Cities Insurance Trust

Executive summary:

As a result of recent changes to Minnesota law, and an interpretation of these changes by the Minnesota Attorney General:

- School Resource Officers (SROs) and officers contracted to work in a school district (contracted officers) may only use reasonable force toward a student when necessary to prevent bodily harm or death to the student or another.
- SROs and contracted officers are legally permitted to use prone and compressive restraint toward a student, but only when necessary to prevent bodily harm or death to the student or another.

Introduction:

Minnesota Statutes chapter 121A governs student rights, responsibilities, and behavior. In 2023, lawmakers included two provisions in the education bill that amended this chapter to limit the use of force toward students by SROs and contracted officers. PATROL published a Special Update discussing the amendments and their effects on August 9, 2023. On August 22, the Minnesota Attorney General issued an opinion covering some of these same topics and arriving at

different conclusions than the Special Update.¹ Under Minnesota law, opinions of the Attorney General “upon any question arising under the laws relating to public schools... shall be decisive until the question involved shall be decided otherwise by a court of competent jurisdiction.”² The Attorney General’s Opinion has the force of law until a court declares otherwise.³ Accordingly, the August 9 PATROL Special Update is withdrawn. It is replaced with this one, which considers the effects of both the Attorney General’s opinion and the statutory amendments that the opinion did not address.

Who is covered by these new limitations?

The new limitations on the use of force apply to, among others, agents of a school district. The recent changes to section 121A.58 clarify that the term “agent” includes SROs, security personnel, and officers who are “contracted with a district.”

A prudent interpretation of these amendments is that sections 121A.58 and 121A.582 now apply to all peace officers who work as SROs, to those who work under the somewhat related title of school liaison officer, and likely to those who provide police or security services within the school environment under a contract with a school district. Arguably, section 121A.58, subdivision 2a could be read as applying only to

¹ *Laws of Minnesota 2023 ch. 55, art. 2, § 36 and art. 12, § 4 do not limit the types of reasonable force that may be used by school staff and school resource officers to prevent bodily harm or death.* Minn. Stat. §§ 121A.58; 121A.582. Op. Att’y Gen. (August 22, 2022) (hereinafter, “AGO Opinion”), https://www.ag.state.mn.us/Office/Communications/2023/docs/Opinion_SchoolDiscipline.pdf.

² Minn. Stat. § 8.07 (2022); see also *City of Brainerd v. Brainerd Invs. P’ship*, 812 N.W.2d 885, 891 (Minn. Ct. App. 2012), *aff’d sub nom. City of Brainerd v. Brainerd Invs. P’ship*, 827 N.W.2d 752 (Minn. 2013) (“For example, Minn. Stat. § 8.07 (2010) grants attorney general’s opinions the force of law regarding the regulation of certain school matters.”).

³ *Id.*

SROs and contracted officers who would, because of contract language or other factors, meet the legal test for being “agents” of a school district.⁴ But subdivision 2a is written in a way that appears to categorize all SROs and contracted officers as “agents” of a school district—the subdivision governs those who are an “employee or agent of a district, *including* a school resource officer, security personnel, or police officer contracted with a district . . .” (emphasis added.) The word “including,” according to the Minnesota Supreme Court, means “to contain as part of the whole.”⁵ “Consequently, the word is used to suggest that what follows is a partial and not exhaustive list of the content to which it refers.”⁶ Read thusly, SROs, security personnel, and contracted officers are among the class of “agents” to whom the statutory amendments apply. This reading also avoids an unreasonable result. The purpose of these amendments could be virtually nullified if municipalities were able to place SROs beyond the statutory limitations on using force by merely avoiding contract language or circumstances indicating an agency relationship between SROs and school districts.

For law enforcement personnel, this means that officers with different assignments will face different standards for the use of force during interactions with students. SROs are likely to know they are SROs and thus governed by the statutory changes. But what does it mean to be “contracted” with a school district and therefore to be considered an agent? If a school district has contracted with a law enforcement agency or with individual officers to provide extra patrol, general security, or to be on hand for specific events, these officers would likely come under the new restrictions on the use of force.

Next, agencies should have their legal advisors review any agreements with school districts promptly. It is important to clarify that your agency is contracting to provide services through the presence of SROs or other officers on campus, not that your agency is agreeing more generally to

have all officers work cooperatively with the school district. Care should be taken to ensure that contracts cannot be construed as making all officers agents of the school district.

Finally, it does not appear that these new limitations apply to SROs and officers working in private (nonpublic) schools. This is because sections 121A.58 and 121A.582 apply to “agent[s] of a district,” which means a “school district.”⁷ That said, there may be situations where it is not immediately clear if a school is private or part of a district. Consult your agency’s legal advisor if there is any doubt about whether these new limitations apply in a particular school setting.

Occasions for using force:

Section 121A.582, subdivision 1(b) regulates the use of force toward students by school employees and agents of a school district. Before the recent amendments, this law permitted the use of reasonable force to “restrain a student or to prevent bodily harm or death to another.”⁸ Notably, the word “or” has been stricken from the operative language. The effect of this change is significant. Following the amendments, subdivision 1(b) permits school employees and agents to use reasonable force only “when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or to another.”⁹

⁴ See *Hogan v. Brass*, 957 N.W.2d 106, 109 (Minn. Ct. App. 2021) (The ordinary legal meaning of “agent” is “one who has the authority to act on another’s behalf.”).

⁵ *In re H.B.*, 986 N.W.2d 158, 168 (Minn. 2022), *reh’g denied* (Dec. 12, 2022) (internal citation omitted).

⁶ *Id.*

⁷ 2023 Minn. Laws Ch. 55, Art. 2, sec. 36 (codified at Minn. Stat. § 121A.58); Minn. Stat. §§ 121A.582, 120A.05, subd. 8. Moreover, statutes applicable to nonpublic schools generally refer to them specifically. See, e.g., Minn. Stat. §§ 123B.86 (equal treatment in transporting students); 171.321, subd. 4(d) (qualifications for bus drivers, referring to “a school district, nonpublic school, or private contractor shall”); 120A.22, subd. 7 (compulsory instruction, stating “a district, a charter school, or a nonpublic school that receives services”). The provisions of sections 121A.58 and 121A.582 that bring peace officers within their ambit contain no reference to nonpublic schools.

⁸ 2023 Minn. Laws Chap. 55, Art. 12, sec. 4 (codified at Minn. Stat. § 121A.582, subd. 1(b) (emphasis added)).

⁹ *Id.*

In other words, the authority to use force for the sole purpose of restraining a student has been removed from the law. Going forward, reasonable force may only be used in situations where it is necessary to prevent bodily harm or death to the student or another.¹⁰ Thus, force cannot be used where the only justification is to control the behavior of a student who is damaging property, causing a disturbance, or is acting out in a way that does not pose a threat of death or bodily harm.

As a result of the amendments, SROs and contracted officers are not permitted to use force for the purpose of arresting students for nonthreatening offenses. Section 121A.582, as amended, prohibits these officers from using any type or degree of force to *restrain* students except when necessary to prevent death or bodily harm, regardless of the offense level. This should not, however, stop SROs from taking students into custody when the arrest itself is a necessary act of restraint to prevent bodily harm or death. Unlike teachers and principals, SROs and contracted officers are not limited to only using force in situations where the threat of bodily harm or death is imminent.¹¹ The analysis for SROs in school settings should instead be similar to the one required under Rule 6.01 of the Minnesota Rules of Criminal Procedure, which permits officers to take someone into custody for a witnessed misdemeanor when necessary to prevent bodily harm to the accused or another.¹² As in cases involving Rule 6.01, facts showing that a threat of bodily harm is ongoing should suffice to support an arrest. Officers may draw reasonable inferences about the risks of bodily harm based on the totality

of the circumstances, including people's behavior in the immediate past, their present emotional state, and any other factors indicating that the situation is volatile.¹³

Restricted methods of restraint:

Section 121A.58 prohibits SROs and contracted officers from using prone or compressive restraint techniques toward a student. The Attorney General has issued binding guidance to the effect that section 121A.582 creates an exception to this prohibition for situations where the use of reasonable force is necessary to prevent bodily harm or death.¹⁴ Taking that guidance together with the plain language of section 121A.582 results in straightforward guidelines for SROs and contracted officers when responding to pupils:

- Reasonable force may only be used toward students when necessary to prevent bodily harm or death.
- When reasonable force is authorized, prone and compressive restraint may also be used so long as they are reasonable under the circumstances.

The reverse is also true: when the situation does not involve a threat of death or bodily harm, officers may not use prone restraint, compressive restraint, or any other form of force toward a student.

Given that the authority to use reasonable force, prone restraint, and compressive restraint all arise from circumstances involving a threat of bodily harm or death, it is unclear why the Legislature provided detailed definitions of prone and compressive restraint. At the very least, the existence of these definitions may signal an

¹⁰ The Attorney General did not provide guidance on how the amendments to section 121A.582 apply to SROs and officers contracted to work in schools where the situation does not involve a threat of bodily harm or death. However, the plain language of this law prohibits the use of force except as necessary to prevent death or bodily harm.

¹¹ Compare Minn. Stat. § 121A.582 subd. 1(a), as amended (teachers and principals may use reasonable force “to prevent imminent bodily harm or death. . .”) with *id.* subd. 1(b) (employees and agents may use reasonable force when necessary “to prevent bodily harm or death. . .”). Black’s Law Dictionary (11th ed. 2019) defines “imminent” as “threatening to occur immediately; dangerously impending” and “[a]bout to take place.”

¹² Minn. R. Crim. P. 6.01(a)(1).

¹³ See *State v. Mikkalson*, No. A07-2339, 2008 WL 5215866, at *5 (Minn. Ct. App. Dec. 16, 2008) (holding that arrest for a witnessed misdemeanor to prevent bodily harm was authorized under Rule 6.01 because the “[a]ppellant had just been in a fight and appeared to be injured. It would have been reasonable for the officers to have believed that another fight could ensue after they left, making the arrest necessary to prevent bodily harm. . . .”)

¹⁴ AGO Opinion.

increased sensitivity about the use of these techniques toward students. The statutory definition of prone restraint is likely broader than many officers might imagine from their training in defensive tactics. The statutory definition consists of merely “placing a child in a face-down position”—it does not require holding or maintaining the person in that position.¹⁵ Thus, using a takedown technique that culminates with a pupil’s chest against the ground could constitute prone restraint, even if the officer intends for the subject to be “prone” only momentarily.

“Compressive restraint” is shorthand for other methods of restraint covered by section 121A.58, subd. 2a(b), which provides as follows:

An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil’s ability to breathe; restricts or impairs a pupil’s ability to communicate distress; places pressure or weight on a pupil’s head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil’s torso.¹⁶

Application scenarios:

1. Officer Josh is an SRO. A student is causing a disturbance in the lunchroom by screaming and throwing food trays on the floor. Because this behavior does not involve a risk of bodily harm or death, Officer Josh may not use force to control the student’s behavior, or use force to arrest the student for the commission of an offense, even if it appears likely that the offense will continue.
2. Officer Londa is an SRO. A student, Lynn, became extremely upset after an argument with a peer and began attacking windows and glass inside the school building with a metal bar. It reasonably appears to Officer Londa

that the act of breaking glass, and the presence of broken glass, is placing Lynn and others in the building at risk of bodily harm. Officer Londa may use reasonable force if necessary to restrain Lynn to prevent bodily harm.

3. Deputy Fran is assigned to regular patrol duties and is dispatched to the high school. The principal complains that a student, Charlotte, got in a conflict with a teacher and is presently in a hallway kicking locker doors and bending them. Deputy Fran is not an SRO or under a contract to work in the school and is therefore not subject to the new restrictions on the use of force. Accordingly, Deputy Fran may use reasonably necessary force to make an arrest or carry out other duties imposed by law when intervening in the situation.
4. Officer Christy is an SRO. A large adolescent student, Henry, is punching a smaller student, Bailey. Officer Christy may lawfully use reasonable force if necessary to restrain Henry to stop him from harming Bailey. Because Officer Christy is authorized to use force, she is permitted to utilize prone or compressive restraint with Henry if reasonably necessary under the circumstances.

Next, assume that once Henry is separated from Bailey, he screams at Bailey that the fight isn’t over, tries to pull away from the officer and go toward Bailey, and continues to display a high level of emotional agitation. Officer Christy would be authorized to take Henry into custody. This is because Officer Christy has witnessed what is at least a misdemeanor-level assault and the circumstances demonstrate that custody is necessary to prevent bodily harm.

5. Deputy Jamie is providing extra security at a football game under a contract with the school district. A 911 caller reports that a person with a gun is threatening others in the parking lot of the school where the game is occurring. Deputy Jamie responds and conducts a high-risk stop of the person who was reported to have a gun, ordering the

¹⁵ 2023 Minn. Laws Ch. 55, Art. 2, sec. 36.

¹⁶ *Id.*

person to lie face-down on the ground. It does not matter if this person is a student or not. This is because the use of prone restraint would likely be deemed reasonably necessary in the situation, as a means of safely gaining control over someone reportedly threatening others with a gun.

for off-duty employment arrangements with school districts, since these may very well result in conclusions that the officers are serving as agents of the district.

6. Student Quinn returned to the school building after being expelled for disciplinary reasons. The principal orders Quinn to leave and not return until the expulsion is over. Quinn refuses to depart. The principal calls SRO Madison and, with Madison present, repeats the order to leave. SRO Madison emphasizes to Quinn that he will be arrested for trespassing unless he leaves at once. Quinn still refuses to depart. Technically, SRO Madison may place Quinn under arrest for trespassing. But legally, SRO Madison is only permitted to use force toward students in situations where it is necessary to prevent bodily harm or death. It follows that Madison may not use force to overcome any non-dangerous resistance to the arrest. Because handcuffing is a form of restraint, Madison may not handcuff Quinn to effect the arrest. In other words, unless Quinn voluntarily complies, Madison would need to call another officer, who is not an SRO, to handle the arrest.

Training and deployment issues:

These new limitations are apt to require some substantial rethinking of how SROs and other officers who would be deemed agents of a school district will intervene in situations involving students. Using force in circumstances that do not present a threat of death or bodily harm is no longer an option. Persuasion and de-escalation skills will be at a premium. Agencies and officers may wish to consult with other professionals, such as special education and mental health personnel, who are trained in nonforceful intervention. Officers may also wish to consult with school staff on how they will work together to manage disruptive but non-dangerous behaviors without force.

Agencies and officers should also consider what kinds of safeguards and training to have in place

Subject: Statutory changes regarding use of force by school resource officers and other officers working in school settings.

Principal Issues: Use of force by SROs and other agents of a school district; limitations on circumstances allowing the use of force toward students; restrictions on prone and compressive restraint.

Date Issued: August 9, 2023

Prepared By: League of Minnesota Cities Insurance Trust

Introduction:

As background, Minnesota Statutes chapter 121A governs student rights, responsibilities, and behavior. In 2023, lawmakers included two provisions in the education bill amending this chapter to limit the use of force toward students. The new limitations apply to school employees and agents of a school district, which include school resource officers (SROs) and officers under contract with a school district.

The effects of these changes to sections 121A.58 and 121A.582 are to: (1) limit the use of force toward pupils to situations where it is necessary to prevent bodily harm or death; (2) prohibit the use of prone restraint; and (3) prohibit the use of compressive restraint on the head, neck, and across most of the torso. The bans on prone and compressive restraint are similar to ones that were already in place under laws governing special education.¹

Who is covered by these changes?

Sections 121A.58 and 121A.582 govern the use of force by teachers, school principals, school employees, bus drivers, and other agents of a school district. The Merriam-Webster online dictionary defines “agent” as “one who is

authorized to act for or in the place of another”² Section 121A.58, as amended, clarifies that the term “agent” includes school resource officers (SROs), security personnel, and officers who are “contracted with a district.”

For law enforcement personnel, this means that some officers will be subject to different standards for using force toward students depending on their assignments. SROs are likely to know they are SROs. But what does it mean to be “contracted” with a school district and therefore to be considered an agent? If a school district has contracted with a law enforcement agency or with individual officers to provide extra patrol, general security, or to be on hand for specific events, these officers would likely come under the new restrictions on the use of force. Agencies may wish to have their legal advisors review any agreements with school districts promptly. It may be important to clarify whether your agency is contracting to provide services through the presence of SROs or other officers on campus, or on the other hand, whether your agency is agreeing more generally that all officers will work cooperatively with the school district. Care should be taken to ensure that contracts cannot be construed as making all officers agents of the school district.

It does not appear that these new limitations apply to SROs and officers working in private (nonpublic) schools. This is because sections 121A.58 and 121A.582 apply to “agent[s] of a district,” which means a “school district.”³ That

² MERRIAM-WEBSTER ONLINE DICTIONARY, <https://www.merriam-webster.com/dictionary/agent> (last visited August 7, 2023).

³ 2023 Minn. Laws Ch. 55, Art. 2, sec. 36 (codified at Minn. Stat. § 121A.58); Minn. Stat. §§ 121A.582, 120A.05, subd. 8. Moreover, statutes applicable to nonpublic schools generally refer to them specifically. *See, e.g.*, Minn. Stat. §§ 123B.86 (equal treatment in transporting students); 171.321, subd. 4(d) (qualifications for bus drivers, referring to “a school district, nonpublic school, or private contractor

¹ *See* Minn. Stat. § 125A.0942, subd. 4 (2022).

said, there may be situations where it is not immediately clear if a school is private or part of a district. Consult your agency’s legal advisor if there is any doubt about whether these new limitations apply in a particular school setting.

Occasions for using force:

Section 121A.582 regulates the use of force toward students by school employees, bus drivers, and agents of a school district. Before the recent amendments, this law permitted the use of reasonable force to “restrain a student or to prevent bodily harm or death to another.”⁴ Following the amendments, subdivision 1(b) permits school employees and agents⁵ to use reasonable force only “when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or to another.”⁶

Notably, the word “or” has been stricken from the operative language. The effect of this change is significant. The authority to use force for the sole purpose of restraining a student has been removed from law. Going forward, reasonable force may only be used in situations where it is necessary to prevent bodily harm or death to the student or another. Thus, force cannot be used where the only justification is to control a student who is damaging property, causing a disturbance, or acting out in a way that does not pose a threat of death or bodily harm to the student or another.

Specific actions prohibited:

Amendments to section 121A.58 prohibit “prone restraint” as well as compressive restraint on a pupil’s head, neck, and across much of the torso. The statutory definition of prone restraint is likely

broader than many officers might imagine from their training in defensive tactics. The statutory definition consists of merely “placing a child in a face-down position”—it does not require holding or maintaining the person in that position.⁷ Thus, using a takedown technique that culminates with the subject’s chest against the ground could potentially violate the statute, even if the officer intends for the subject to be “prone” only momentarily. Imagine that an SRO uses a takedown on a student; the student lands face down; and, in the process, sustains a broken nose and lacerations to the forehead. These circumstances could potentially give rise to civil or criminal allegations that the child was injured as the result of a banned method of restraint.

“Compressive restraint” is shorthand for what is covered by the statute; it is not a statutory term. Section 121A.58 provides as follows:

An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil’s ability to breathe; restricts or impairs a pupil’s ability to communicate distress; places pressure or weight on a pupil’s head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil’s torso.⁸

This language embodies four potentially overlapping prohibitions. Officers may not impose restraint that:

1. Impairs a pupil’s ability to breathe;
2. Impairs a pupil’s ability to communicate distress;
3. Places “pressure or weight” on a pupil’s head, throat, chest, lungs, sternum, diaphragm, back, or abdomen; or

shall . . .”); 120A.22, subd. 7 (compulsory instruction, stating “a district, a charter school, or a nonpublic school that receives services . . .”). The provisions of sections 121A.58 and 121A.582 that bring peace officers within their ambit contain no reference to nonpublic schools.

⁴ Minn. Stat. § 121A.582, subd. 1(b) (emphasis added).

⁵ Note that section 121A.582, subdivision 1(b) covers school employees, bus drivers, and agents of a district, while teachers and principals are covered separately by subdivision 1(a).

⁶ 2023 Minn. Laws Chap. 55, Art. 12, sec. 4 (codified at Minn. Stat. § 121A.582, subd. 1(b)).

⁷ 2023 Minn. Laws Ch. 55, Art. 2, sec. 36.

⁸ *Id.*

4. Results in straddling the pupil's torso.⁹

In practical terms, item number 3 prohibits the use of pressure or weight on basically every part of a pupil's body except the limbs and extremities. Squeezing a student's torso in a "bear hug" is prohibited, even if the pressure would be unlikely to impair breathing or the ability to communicate. Applying pressure to sites such as the mandibular angle or hypoglossal nerve would involve the application of pressure to the head or neck and would also be prohibited. Taking hold of and applying pressure to the arms, legs, hands, and feet are not prohibited.

Potential confusion:

The amendments to section 121A.58 may generate confusion. Subdivision 2 of the statute prohibits corporal punishment, and subdivision 3 indicates that prone and compressive restraint are not "per se corporal punishment . . ." "Per se" means intrinsically, or by its very nature. Thus, while these forms of restraint may not amount to prohibited forms of corporal punishment in every circumstance, they will nevertheless always constitute prohibited methods of restraint when used by an agent of a school district toward a student. This is because subdivision 2a(a) provides that agents of a school district "shall not use prone restraint," and subdivision 2a(b) provides that they "shall not" use compressive restraint.¹⁰ Subdivision 3 clarifies that these bans on prone and compressive restraint do not foreclose officers from using otherwise reasonable force under section 121A.582, that is, when necessary to prevent bodily harm or death to the student or another.¹¹

Application scenarios:

1. Officer Josh is an SRO. A student is causing a disturbance in the lunchroom by screaming and throwing food trays on the floor. Because this behavior does not involve a risk of bodily harm or death, Officer Josh may not use force to control the student. Since Officer Josh may not use force, it is unnecessary to consider

how the amendments banning specific methods of restraint apply to this situation.

2. Officer Christy is an SRO. A large adolescent student, Henry, is punching a smaller student, Bailey. Officer Christy is approaching Henry from behind. Christy can lawfully use reasonable force to stop Henry from causing bodily harm to the other student. But she may not apply weight or pressure to Henry's torso, such as by grabbing him in a bear hug. Nor may she place Henry in a face-down position to control him or facilitate the placement of handcuffs.
3. Deputy Jamie is providing extra security at a football game under a contract with the school district. Deputy Morgan does not work in the schools and is assigned to routine patrol duties. A 911 caller reports there are people with guns threatening others in the parking lot of the school where the game is occurring. Deputy Morgan responds and conducts a high-risk stop, ordering a student suspected of having a gun to lie face-down on the ground. Deputy Morgan's actions are permissible. Deputy Jamie, however, cannot participate in or assist Deputy Morgan in placing the student in a face-down position. This is because Jamie, as an agent of the school district, is prohibited from using prone restraint.

What if the person with the gun appears to be about 16 years of age, but the SRO cannot tell if this person attends the school where the SRO works? What if this person is a student at a different high school? What is this person is not a student at all? It may often be impossible for officers to sort this out in the context of an unfolding encounter. A court, however, could hold that the law bars prone restraint by SROs against students of both the host school and any visiting school.¹² As a practical matter, it may be necessary for SROs and other agents of a school district to

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.* (defining "prone restraint" as "placing a child in a face-down position" (emphasis added)).

avoid the use of prone and compressive restraint on school grounds, in situations likely to involve students, as a means of ensuring that these methods are not used when prohibited.

Finally, agencies and officers should consider what kinds of safeguards and training should be in place for off-duty employment arrangements with school districts, since these may very well result in conclusions that the officers are serving as agents of the district. It will be important for officers who work in schools to be trained in the restrictions that apply to them. But of just as much importance, these officers should also be trained in any alternative tactics and methods that agencies develop for dealing with students in volatile situations.

4. SROs Robin and Taylor are notified by radio of a student threatening a teacher with a knife. SRO Robin arrives first. When SRO Taylor arrives a minute later, Robin has the student face-down on the ground. Robin has one knee on the student's shoulder blade while holding the student's arm upward to apply handcuffs. Taylor has observed Robin using force that "exceeds the degree of force permitted by law" and that is therefore unreasonable. Pursuant to Minnesota Statutes section 626.8475, Officer Taylor has a duty to intervene, if possible, and to also report Officer Robin's use of excessive force.
5. Student Quinn returned to the school building after being expelled for disciplinary reasons. The principal orders Quinn to leave and not return until the expulsion is over. Quinn refuses to depart. The principal calls SRO Madison and, with Madison present, repeats the order to leave. SRO Madison emphasizes to Quinn that he will be arrested for trespassing unless he leaves at once. Quinn still refuses to depart. SRO Madison may place Quinn under arrest for trespassing. However, SRO Madison is only permitted to use force toward students in situations where it is necessary to prevent bodily harm or death. It

follows that Madison may not use force to overcome any non-dangerous resistance to the arrest. Because handcuffing is a form of restraint, Madison also may not handcuff Quinn to effect the arrest. In other words, unless Quinn voluntarily complies, Madison would need to call another officer, who is not an SRO, to assist with the arrest.

Discussion issues:

School personnel may be unaware of these changes, and it will be important to inform them, so they know what to expect from SROs and officers working in schools.

These new limitations are apt to require some substantial rethinking of how SROs and other officers who are agents of a school district will intervene in situations involving students. Using force in circumstances that do not present a threat of death or bodily harm is no longer an option. Verbal and de-escalation skills will be at a premium. Agencies and officers may wish to consult with other professionals, such as special education and mental health personnel, who are trained in nonforceful intervention. Officers may also wish to consult with school staff on how they will work together to manage disruptive but non-dangerous behaviors without force. When force must be used, prone and compressive restraint are off the table, and officers and agencies should consider and train in advance in whatever appropriate alternatives may be deployed.



MINNESOTA POLICE AND PEACE OFFICERS ASSOCIATION

525 Park Street, Suite 250 St. Paul, MN 55103-2145
Phone: 651-291-1119 Website: www.mppoa.com

August 16, 2023

Dear Members:

Student Resource Officers (hereinafter SRO) are asked to provide a variety of public services within the school setting, including mentoring and building deeper relationships between law enforcement, the students, and staff. When a crisis or altercation occurs, school SRO's are often the first to respond to address and manage the situation. They truly are the best line of defense when a school needs to protect children who are defenseless and often exposed to acts of violence.

One of the many laws passed during this year's state legislative session amended Minnesota Statutes Chapter 121A by adding two provisions in the education bill that limit the use of force towards students. This law applies to all school employees and agents of the school district. This would include SRO and law enforcement working contractually with a school through sporting and student events. This amendment became law was never subjected to traditional public safety committee processes nor were any law enforcement associations or stakeholders consulted.

In the amended Minnesota Statute sections 121A.58 and 121A.582, the language now "prohibits the use of prone restraint." The authority to use force for the sole purpose of restraining a student has been removed from law. As a result, using a prone restraint circumstances in any situation, including the threat of death or bodily harm is no longer an option.

According to the Minnesota Department of Education's Legislative Update Pertaining to Restrictive Procedures, Prone Restraint and Reasonable Force: "[a]n employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone restraint . . . [and] shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso."¹

¹ <https://education.mn.gov/MDE/dse/sped/PROD081619>

The Minnesota Police and Peace Officers Association, along with the Minnesota Chiefs of Police and Minnesota Sheriffs' Associations, are greatly concerned by the uncertainty of the language, the application of the amended law, and the increased liability, both civilly and criminally, that may occur. The unintended consequences of this new law limit the lawful authority of SRO's to keep children safe at school and those contracted with school districts to provide safety to the students, players and staff. SRO's are counted on to support students and staff safety, and must have a clear understanding and meaningful procedures and training in place before the implementation of any law.

The MPPOA recommends each of our member officers working for a school district to evaluate the risks associated with the new law to make a choice on whether to participate in school functions. If a member has any concerns regarding the applicability of the law, they should consider SRO assignments or any contracted work as an agent of the school district until more clarity is provided. Until then, as your general counsel, I have significant concerns for our members to work in any capacity as an SRO or any work contracted through a school district.

Be well and stay safe!

Sincerely,

A handwritten signature in cursive script that reads "Imran Ali".

Imran S. Ali
General Counsel, MPPOA

A handwritten signature in cursive script that reads "Brian Peters".

Brian Peters
Executive Director, MPPOA

Updated Guidance on the Prohibition on Prone Restraints and Certain Physical Holds, Exceptions.

State law was amended during the 2023 Legislative Session to limit prone restraints or other types of physical holds that impede a student's ability to breathe or communicate distress. Prone restraints or other types of physical holds may be used when that use constitutes reasonable force, as defined in state law.

2023 Legislative Changes.

In the 2023 legislative session the Minnesota Legislature amended Minnesota's corporal punishment statute as follows:

121A.58 CORPORAL PUNISHMENT; PRONE RESTRAINT; AND CERTAIN PHYSICAL HOLDS.

Subdivision 1. **Definition Definitions.**

(a) For the purpose of this section, "corporal punishment" means conduct involving:

- (1) hitting or spanking a person with or without an object; or
- (2) unreasonable physical force that causes bodily harm or substantial emotional harm.

(b) For the purpose of this section, "prone restraint" means placing a child in a face-down position.

Subd. 2. **Corporal punishment not allowed.**

An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

Subd. 2a. **Prone restraint and certain physical holds not allowed.**

(a) An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone restraint.

(b) An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or

impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

Subd. 3. **Violation.**

Conduct that violates subdivision 2 is not a crime under section [645.241](#), but may be a crime under chapter 609 if the conduct violates a provision of chapter 609. Conduct that violates subdivision 2a is not per se corporal punishment under this statute. Nothing in this section or section 125A.0941 precludes the use of reasonable force under section 121A.582.

The creation of Subdivision 2a has the practical effect of banning the use of prone restraints or other types of physical holds that impede a student's ability to breathe or communicate distress. The legislature placed a single limitation on this prohibition in Subdivision 3, allowing that prone restraints or other types of physical holds may be used when that use constitutes reasonable force, as defined in Minnesota Statutes Chapter 121A.582.

Minnesota Statutes Chapter 121A.582 was likewise amended in the 2023 session:

Minnesota Statutes 2022, section 121A.582, subdivision 1, is amended to read:

Subdivision 1. **Reasonable force standard.** (a) A teacher or school principal, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or to prevent imminent bodily harm or death to the student or to another.

(b) A school employee, school bus driver, or other agent of a district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or to prevent bodily harm or death to the student or to another.

(c) Paragraphs (a) and (b) do not authorize conduct prohibited under section [125A.0942](#).

(d) Districts must report data on their use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

(e) Beginning with the 2024-2025 school year, districts must report annually by July 15, in a form and manner determined by the commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under section 125A.0941, paragraph (c).

Under this new definition of reasonable force, reasonable force occurs when an action is taken to prevent imminent bodily harm or death to the student or another person. The combined effect of these two updates to the statute is that a teacher, administrator, employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, may not engage a student in prone restraints or the types of physical holds defined in 121A.58, subdivision 2a, unless, doing so will prevent imminent bodily harm or death to the student or another.

The remainder of 121A.582 remains the same, which means that when a teacher, administrator, employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, uses reasonable force they have a legislatively named defense to both criminal and civil liability:

Subd. 2.Civil liability. (a) A teacher or school principal who, in the exercise of the person's lawful authority, uses reasonable force under the standard in subdivision 1, paragraph (a), has a defense against a civil action for damages under section 123B.25.

(b) A school employee, bus driver, or other agent of a district who, in the exercise of the person's lawful authority, uses reasonable force under the standard in subdivision 1, paragraph (b), has a defense against a civil action for damages under section 123B.25.

Subd. 3.Criminal prosecution. (a) A teacher or school principal who, in the exercise of the person's lawful authority, uses reasonable force under the standard in subdivision 1, paragraph (a), has a defense against a criminal prosecution under section 609.06, subdivision 1.

(b) A school employee, bus driver, or other agent of a district who, in the exercise of the person's lawful authority, uses reasonable force under the standard in subdivision 1, paragraph (b), has a defense against a criminal prosecution under section 609.06, subdivision 1.

Minnesota schools are places where every student should feel safe and supported, which may include collaboration and a working relationship with their local law enforcement agency. The legislative changes made to these statutes may well require some rethinking of how SROs and other officers who are agents of a school district intervene in situations involving students. Using force in non-dangerous circumstances that do not present a threat of death or bodily harm is no longer an option for all students, just as it has not been an option with students receiving special education services since 2015.

Finally, MDE agrees with the assessment the League of Minnesota Cities Insurance Trust provided in its special update that:

Agencies and officers may wish to consult with other professionals, such as special education and mental health personnel, who are trained in nonforceful intervention. Officers may also wish to consult with school staff on how they will work together to manage disruptive but nondangerous behaviors without force.

SCHOOL PUPILS: DISCIPLINE: Laws of Minnesota 2023 ch. 55, art. 2, § 36 and art. 12, § 4 do not limit the types of reasonable force that may be used by school staff and school resource officers to prevent bodily harm or death. Minn. Stat. §§ 121A.58; 121A.582.



The Office of
Minnesota Attorney General Keith Ellison
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August 22, 2023

Willie L. Jett, II
Commissioner
Minnesota Department of Education
400 NE Stinson Boulevard
Minneapolis, Minnesota 55413

Re: Recent Amendments to Student Discipline Laws

Dear Commissioner Jett:

Thank you for your letter of August 18, 2023, which seeks clarity regarding recent amendments to student discipline laws, Minnesota Statutes sections 121A.58 and 121A.582. *See* Act of May 24, 2023, ch. 55, Art. 2, § 36; Art. 12, § 4 (hereinafter, the Amendment). Pursuant to Minnesota Statutes section 8.07, I issue this opinion to offer binding guidance on the issue you have raised.

BACKGROUND

Relevant to your inquiry, the Amendment revises Minnesota Statutes section 121A.58 to include a definition of “prone restraint” and to specify that school employees and agents generally:¹ (1) “shall not use prone restraint” on pupils; and (2) “shall not inflict any form of physical holding that restricts or impairs a pupil’s ability to breathe; restricts or impairs a pupil’s ability to communicate distress; places pressure or weight on a pupil’s head, throat, neck, chest, lungs, sternum, diaphragm, back or abdomen; or results in straddling a pupil’s torso” (i.e., compressive restraint techniques). *Id.* at Art. 2, § 36.

The Amendment also revises Minnesota Statutes section 121A.582 to provide that: (1) teachers and principals may use reasonable force “to correct or restrain a student to prevent imminent bodily harm or death to the student or another”; and (2) other school employees, agents,

¹ Neither the relevant statutes nor the Amendment defines “agents” of the school district. In the absence of a definition provided by the Legislature, Minnesota courts would likely apply “its ordinary legal meaning, which is one who has the authority to act on another’s behalf.” *Hogan v. Brass*, 957 N.W.2d 106, 109 (Minn. Ct. App. 2021) (using that definition of “agent” to interpret chapter 317 of Minnesota law). Whether an individual has authority to act on behalf of the school district depends on facts specific to each circumstance.

and bus drivers may use reasonable force “to restrain a student to prevent bodily harm or death to the student or another.” *Id.* at Art. 12, § 4.

QUESTION PRESENTED

You have expressed uncertainty regarding whether the Amendment categorically prohibits prone restraint and compressive restraint techniques in all scenarios. In particular, you ask: “whether the new language in Minnesota Statutes, section 121A.58, subdivision 3 and its reference to Minnesota Statutes, section 121A.582, acts as an exception to the general prohibition on prone restraints and other types of physical holds, thereby allowing the use of these practices when doing so would ‘prevent imminent bodily harm or death to the student or to another.’”

SUMMARY OF CONCLUSION

The Amendment does not limit the types of reasonable force that may be used by school staff and agents to prevent bodily harm or death.² The test for reasonable force remains unchanged, and is highly fact-specific.

ANALYSIS

Three things support this conclusion. First, the Amendment adds a new sentence to Minnesota Statutes section 121A.58, subdivision 3: “Nothing in this section or section 125A.0941 precludes the use of reasonable force under section 125A.582.” *Id.* at Art. 2, § 36.³ By this language, the Legislature expressed its clear intent to not limit the use of reasonable force when faced with the threat of bodily harm or death. *See, e.g., Houck v. Houck*, 979 N.W.2d 907, 911 (Minn. Ct. App. 2022) (interpreting a “nothing in this section” provision as unambiguous and “susceptible to only one reasonable interpretation”).

Second, Minnesota Statutes section 121A.582 states that: “Any right or defense under this section is supplementary to those specified in section 121A.58[.]” Minn. Stat. § 121A.582, subd. 4. This further evinces the Legislature’s view that the use of reasonable force authorized in Minnesota Statutes section 121A.582 is separate and distinct from the conduct prohibited by Minnesota Statutes section 121A.58. *See, e.g., Christensen v. State Dep’t of Conservation, Game and Fish*, 175 N.W.2d 433, 434 (Minn. 1970) (noting that provisions of an act that are supplementary to each other are construed together so as not to defeat rights); *Merriam Webster’s Collegiate Dictionary* (11th ed.) (defining “supplementary” to mean “additional”).

² Teachers and principals may use these restraints only when a threat of bodily harm or death is *imminent*. *See* Act of May 24, 2023, ch. 55, Art. 2, § 36. However, the word “imminent” is not included in subdivision 1(b), which relates to a broader set of individuals, including school employees, bus drivers, and other “agent(s) of the district.”

³ Minnesota Statutes sections 125A.0941-.0942 restrict the actions that may be taken toward students with disabilities. It explicitly allows the use of reasonable force under section 121A.582. Minn. Stat. § 125A.0942, subd. 6(b).

Third, and relatedly, even without those clear indications of intent from the Legislature, the usual canons of statutory construction support the same result. Section 121A.582 specifically governs responses to threats of violence, and therefore controls over the more general statute about acceptable punishments. *See* Minn. Stat. § 645.26, subd. 1 (stating that when a conflict exists between two statutory provisions, the specific provision “shall prevail and shall be construed as an exception to the general provision”); *accord Connexus Energy v. Commissioner of Revenue*, 868 N.W.2d 234, 242 (Minn. 2015). Furthermore, had the Legislature intended to exclude prone restraint and compressive restraint techniques from the reasonable force permitted under Minnesota Statutes section 121A.582, it would have clearly said so. *See In re E.M.B.*, 987 N.W.2d 597, 601 (Minn. Ct. App. 2023) (reiterating that courts cannot add words or meaning to a statute that the Legislature intentionally or inadvertently omitted).

Accordingly, the Legislature did not change the types of reasonable force that school staff and agents are authorized to use in responding to a situation involving a threat of bodily harm or death. Of course, what force is “reasonable” is not defined in law and is determined on a case-by-case basis. *See Moses v. Minneapolis Pub. Schs.*, No. C4-98-1073, 1998 WL 846546, at *3 (Minn. Ct. App. Dec. 8, 1998) (“[T]he question of whether the school employees’ acts were a reasonable use of force is a fact issue to be answered by the jury.”); *cf. Bond by and through Bond v. Indep. Sch. Dist. #191*, No. A21-0688, 2022 WL 92661, at *5 (Minn. Ct. App. Jan. 10, 2022) (declining to apply official immunity where school dean used force explicitly defined as prohibited in school restraint training). In addition, the level of threat posed by a particular student or situation can change rapidly, and any assessment of what use of force was reasonable must take that into account.

In a recent meeting with representatives of your staff, the Minnesota Chiefs of Police Association, the League of Minnesota Cities, and the Minnesota Police and Peace Officers Association, participants raised other important questions about the standards applicable to school resource officers or other contracted peace officers at school events. Those questions are beyond the scope of your August 18 request and more appropriately directed at the Legislature.

Sincerely,



KEITH ELLISON
Attorney General

Cc: Jeff Potts, Executive Director
Minnesota Chiefs of Police Association
Imran Ali, counsel for MPPOA
Patricia Beety, General Counsel
League of Minnesota Cities



MPPOA NEWS

Dear Members:

This communication is a continuation from [our initial member communication on August 16, 2023 regarding new laws pertaining to school resource officers.](#)

Yesterday Minnesota's Attorney General issued an opinion on the new SRO law language ([which can be read here](#)), essentially saying that the law could only be changed due to an act of the state legislature (which begins in February 2024, if no special legislative session is called by the Governor in the meantime, which is highly unlikely). The new law is ambiguous and unclear. We know the vagueness and uncertainty of the law is a result of having no law enforcement stakeholders providing input into this important legislation.

The ability of an SRO or contracted police officer to intervene in other instances where a crime is being committed on school grounds or at school events is limited as they cannot physically engage a student unless there is threat of bodily harm or death. This potentially creates difficult situations for officers in these positions because they would have limited ability to properly intercede in the event a student is physically damaging school property, fleeing from an illegal situation, engaging in disorderly conduct, etc., which goes against their training.

The unintended consequences of this new law limit the lawful authority of SROs to keep children safe at school and those contracted with school districts to provide safety to the students and staff. SROs are counted on to support students and staff safety and must have a clear understanding and meaningful procedures and training in place before the implementation of any law. As we know, training is essential to protect all and to ensure the SRO is complying the state and local laws and the Minnesota POST Board.

With the school year fast approaching and with some extracurricular activities occurring this week, it is important to advise our members about the increased liability, both criminally and civilly, with this law and how it runs contrary to Minnesota Statutes 609.06. Our members are advised to proceed with caution as a school resource officer or contracted officer with a school district.

We encourage police departments, school administrators, and their counsel, to consider options that keep SROs in schools with their established law enforcement trainings and rules. This will best maintain school safety and assist in clarification of proper procedures. One option could be to forgo formal SRO contracts and simply allow law enforcement access to schools, so the new SRO requirements would not apply. Members may also consider requiring the school district to agree in a contract that it would defend and indemnify your agency and officers in the event of a civil suit for the use of a prone or passive restraint or taking someone to the ground.

Our team continues to work hard and be a voice for our members. Please be safe!

Sincerely,

Imran S. Ali, General Counsel, MPPOA
Brian Peters, Executive Director, MPPOA



Gerae Christensen
Insurance Agent
651-793-2304



Andy Melcher
Insurance Agent
651-793-2305



For a free no obligation quote on your auto, home, cabin, valuables, boat,
RV and motorcycle call Andy and Gerae at 651-291-1119.





Anoka County Attorney

BRAD JOHNSON

Justice, Advocacy, Prevention.

VIA EMAIL ONLY

Jim Dickinson
City Administrator
City of Andover
Andover City Hall
1685 Crosstown Blvd. NW
Andover, MN 55304

August 23, 2023

Greg Cole
Chief Operations Officer
Anoka-Hennepin School District No. 11
Education Service Center
2727 N. Ferry Street
Anoka, MN 55303

**Re: Decision Not to Renew the Annual Memorandum of Understanding For
School Resource and Prevention Program Officer Services in Andover.**

Dear City Administrator Dickinson and Chief Operations Officer Cole,

I never imagined a day when I would be writing this letter.

As you know, our office represents the Anoka County Sheriff's Office in all matters related to the sworn deputies who are assigned to serve as school resource officers (SROs) in Andover. There exists a Memorandum of Understanding (MOU) between the City of Andover, Anoka-Hennepin School District No. 11, and the Anoka County Sheriff's Office, which has evolved over the years and reflects a robust and extremely successful relationship between law enforcement, schools and the city. The MOU and SRO program covers five (5) schools, including the Andover High School, Oak View Middle School, Andover Elementary, Crooked Lake Elementary, and Rum River Elementary. The term of the most recent MOU ran from July 1, 2022, through June 30, 2023.

Every year, the Sheriff, the City Council, and the District look forward to renewing that agreement. It is often done with tremendous community support and some fanfare and excitement for the beginning of a new school year. Law enforcement officers across Anoka County are as eager to get back to schools as the students and staff. Unfortunately for all of us, after considering the consequences of the new laws passed this year that incorporated language about SROs from the Governor's 2023 Education Policy bill, I now have had to advise our Sheriff that renewal of the annual MOU is untenable. Entering into the same MOU under these laws would create too many significant risks, liabilities, and uncertainties for the Sheriff, his office, the individual deputies serving as SROs or contracting for school events, and ultimately the citizens and taxpayers of Anoka County, which is self-insured and must bear those risks with the City of Andover.

Accordingly, please consider this letter as formal notice that the annual MOU for SRO services will not be renewed.

I have met with Sheriff Brad Wise and various Chiefs of Police across Anoka County. We all remain steadfast and dedicated to do all that is reasonably possible not only to protect the children in our community and the schools where they learn and grow, but also to foster positive relationships with the schools in our communities so that children and school personnel can thrive in safe and secure environments. The general purpose and goals articulated in the annual MOU remain. We must, however, redefine the roles for sworn officers who work in proximity to schools.

Deputies and other sworn law enforcement officers are not employees or agents of any district.¹ The problem lies with misguided language in the new laws that, either overtly or impliedly, describes and treats SROs as employees or agents of a district and restricts their abilities to exercise independent, professional discretion in the use of force in difficult situations. For example, Minnesota Statute § 121A.58 now states as follows:

Subd. 2. Corporal punishment not allowed.

An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

Subd. 2a. Prone restraint and certain physical holds not allowed.

(a) An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone restraint.

(b) An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

(Emphasis added). These new limitations are designed to create absolute prohibitions and resulting civil and criminal liabilities for SROs and contracted law enforcement officers who are professionally obligated to intervene in dynamic situations that occur (i) between students, (ii) between students and staff, (iii) between students and non-students, and (iv) even in situations involving a single student in distress, regardless of age, physical characteristics, physical location in the community, and other surrounding circumstances.

¹ I do not agree with, and I expressly reject, the cautionary sentiments in recent letters from certain affected associations that their members should "consider their SRO assignments or any contracted work as an agent of the school district." Only a city or county law enforcement agency employs an SRO, and their authority in their sworn capacity stems only from that employer. Perhaps well intentioned, such unqualified expressions of opinion can be imputed to members in future litigation. More accurately, a court will consider all the facts or circumstances surrounding an individual's actions to determine if a principal-agent relationship exists by agreement, implication, ratification, estoppel, or necessity. I am also concerned about the analysis in a recent, limited Attorney General Opinion, which raises more questions than answers. Nevertheless, the new laws create confusion and concern surrounding the issue.

Under these new laws, SROs (and district personnel) apparently now have far less ability to use reasonable and necessary force than both a parent and a patrol officer. It is unconscionable to curtail a SRO's ability to restrain children who, in the view of that sworn officer, are posing a risk to themselves, others, property, or a safe and secure learning environment for all children.

As a result, I must ask for your cooperation to bring the SRO program in Andover schools to an end for this coming school year. Here are our initial requests, which we ask to be completed no later than the beginning of the school year, i.e., September 5, 2023.

1. Please disable all Andover SRO email addresses in the District's email system(s).
2. Please take down all references to SROs and any SRO office on school grounds in Andover. Pending further discussions, we ask that you work with our deputies to secure areas of the school(s) previously occupied by SROs and their equipment, especially those that may contain critical incident or county equipment. If you have designated a parking space for a "SRO," please take down the sign.
3. Please examine the District's policies and procedures with an eye toward eliminating references to SROs and SRO programs, at least insofar as it applies to the Andover schools. If there are specific matters or concerns that arise during your review, we stand ready to confer with you on those items.
4. Sheriff Brad Wise and I would appreciate having an opportunity to collaborate with the District and its counsel on a message to Andover school staff and parents about the need to end the MOU and existing SRO program, as well as the ongoing efforts to maintain safe and secure schools this year and into the future.

Generally speaking, Anoka County Sheriff's Deputies who respond to school incidents or are attending school events on duty will now be in uniform or other professional attire approved by the Sheriff. They are no longer permitted to wear school attire, letters and logos, or school branded apparel. They will also turn in radios and other equipment provided to them by the schools.

There can be no vestige or remnant of the SRO program left over that would tend to imply that any Anoka County Sheriff's Deputy has apparent authority to act on behalf the District, nor that would serve as a basis for a claim that any Anoka County Sheriff's Deputy is an agent of the District by estoppel, implication, or other means. We would especially appreciate the District's efforts to help us and the Andover schools to eliminate any potential impression to laypersons that any deputies are authorized agents of the District. They are not.

I am certain that you all share in these concerns. It is hard enough to sort this out in the context of traditional public schools, which have significant student populations in special education programs, or dealing with serious domestic, chemical, or mental health issues. Imagine also the issues now created for county staff, corrections, and law enforcement officers in special schools such as the Pines School at the Anoka County Juvenile Center in Lino Lakes, a part of Centennial School District No. 12.

Finally, as we move forward into the new school year, both Sheriff Wise and I would like to continue to work collaboratively with the District, the City of Andover, and our other law enforcement partners to find solutions to the new problems we must face together. In that process, we will work with our respective associations and partners to reach out to policymakers for legislative solutions. We ask that you do the same, and that you encourage the parents of your students to support all of our efforts.

As always, please do not hesitate to call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad", with a stylized flourish extending to the right.

Brad Johnson

cc: Brad Wise, Anoka County Sheriff
Cory McIntyre, District Superintendent
Tim Palmatier, District General Counsel
Sheri Bukkila, Andover Mayor
Rhonda Sivarajah, Anoka County Administrator
Anoka County Board of Commissioners



**ECKBERG
LAMMERS**
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tloonan@eckberglammers.com

Reply to Hudson

August 24, 2023

City Manager Michelle Wolfe
Police Chief Brian Podany
City of Blaine
10801 Town Square Drive NE
Blaine, MN 55449

RE: School Resource Officers

Dear Manager Wolfe and Chief Podany,

This letter shall serve as my formal legal opinion in consideration of the recent amendments to Minnesota Statutes Sections 121A.58 and 121A.582 ("Amendments") adopted at the end of the 2023 Legislative Session by the Minnesota Legislature. My office has been awaiting an opinion from the Minnesota Attorney General, which was to hopefully provide additional clarity around the Amendments and how the Amendments would impact Blaine police officers who work directly with local schools both as 1.) school resource officers (SROs), and 2.) police officers acting as contracted support to provide visibility and protection at school events.

The Amendments include restrictions on the methods by which an officer may restrain students at any time pursuant to Minnesota Statute Section 121A.58, Subdivision 2a, which now provides:

- (a) An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone restraint.
- (b) An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

The Amendments also include an absolute prohibition on an officer's ability to use reasonable force to restrain a student except in instances to prevent bodily harm or injury pursuant to Minnesota Statute Section 121A.582, Subdivision 1(b), which now provides:

A school employee, school bus driver, or other agent of a district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or to another.

Stillwater Office
1809 Northwestern Avenue
Stillwater, MN 55082
Phone: 651-439-2878
Fax: 651-439-2923

Hudson Office
430 Second Street
Hudson, WI 54016
Phone: 715-386-3733
Fax: 715-386-6456

In consideration of these significant changes, many school districts, professional associations, and police departments have requested the Attorney General provide an opinion regarding the new laws and their impact on law enforcement officers working with schools.

In response, the Attorney General did recently issue his opinion (“AG Opinion”) which only examined a very narrow question in light of the guidance being sought. The AG Opinion simply notes the Amendments do not limit the types of reasonable force that may be used by school staff and agents to prevent bodily harm or death. The AG Opinion clarifies a potential ambiguity regarding the express prohibitions established in Section 121A.58 Subd. 2a and the limited exceptions permitted under Section 121A.582 Subd. 1(b) permitting an agent of a district the right to use the methods listed in Section 121A.58 Subd. 2a when necessary to prevent bodily harm or death to the student or another.

The AG Opinion does not address important questions regarding the new standards applicable to SROs or other contracted police officers working within the schools or at school events when necessary to intervene in instances that do not include a threat of bodily harm or death. Without clarity on those important questions, the ability of an SRO or contracted police officer to intervene in instances where a crime is being committed on school grounds or at school events is limited as officers cannot physically engage a student unless there is threat of bodily harm or death. The Amendments create difficult situations for officers who are working with schools under contract because they now have limited ability to properly intercede in the event a student is physically damaging school property, fleeing from an illegal situation, engaging in non-violent disorderly conduct, etc., which goes against their training and could potentially give rise to a claim for malfeasance. Instead, the Amendments essentially require an SRO or contracted officer in those instances to contact back up from the police department or call 911 and wait for a patrol officer to arrive on-site who could fully intercede without the restrictions imposed under Sections 121A.58, Subd. 2a and 121A.582 Subd. 1(b).

In light of these statutory restrictions placed on the ability of SROs and contracted school officers to intercede, it is my recommendation the City suspend, terminate, or non-renew any existing contracts currently in place with school districts for both SROs and any other services that the Police Department may provide on behalf of the schools. Suspension of any contracts should be for the entire 2023-2024 school year to hopefully allow the legislature opportunity to revisit the law when it reconvenes next year after which the City may consider any changes in determining whether to reinstate the contracts for the 2024-2025 school year.

In consideration of the anticipated suspension or termination of contracts and evolving relationship with the local school districts, I encourage the Police Department to work closely with each school it currently serves to discuss the plan for providing safety and support as needed in a noncontractual manner. The Amendments apply only to school employees and “agents of the district.” Officers can act in their normal capacity as police officers and carry out all lawful duties to protect and serve the schools and the students and staff within. This may include deploying additional patrol officers to service the areas in and around each school and remain in close proximity to promptly respond in the event a call for assistance is received.

No matter the solution developed, it is important that there be no agency relationship established between the officer and the school. Further, all conduct of the officer must be directed by the Police Department to the officer in the officer's sole-capacity as an employee of the City of Blaine.

In addition to the concerns relating to SROs and police officers within schools, there have been questions raised regarding the support provided by the Police Department at school-sponsored events such as high school football games. Again, I advise the Department suspend or terminate all contracts it may have with a school district to provide these services. Officers may attend these events and actively carry out their duties to deter crime and keep the peace in their capacity as police officers of the City of Blaine. There may be the potential to work with the school district to allow the officers access into school-sponsored events. Our office can work with the Police Department and school district to determine the best method for ensuring officers can attend the events without establishing the agency relationship that would subject an attending officer to the Amendments.

The mere presence of an officer at a school building or school-sponsored event does not alone establish agency. Agency is generally established when a person acts on behalf, and subject to, the control of another with consent. As long as the officers continue to act solely under the direction and control of the Police Department and in a manner they would otherwise act in their employment capacity as police officers, without influence from any member of the school, the officers should not be construed to be acting as an agent of the school.

I make these recommendations with full understanding and acknowledgment that the Police Department, and City as a whole, will have much hesitation to suspend long-standing partnerships and disrupt the positive long-standing relationships with the school district. There is no doubt it is of utmost importance that we protect our children and ensure the schools in which they learn continue to be a safe and welcoming environment. However, with adoption of the Amendments, law enforcement can no longer practically and effectively serve that role as SROs will be required to act in a manner that goes against their training and general protocols placing them at a disadvantage to address the non-violent situations that occur regularly within schools.

This recommendation is not made lightly and would not be made but for hastily adopted legislation lacking consultation with local law enforcement and school district leaders regarding the practical impact of its application preventing SROs from fully carrying out their duties and effectively serving their roles as peace officers. I am hopeful the legislature will revisit this law next session and provide clarity and necessary changes that will allow SROs to return to schools next year.

In consideration of the recommendations made in this letter I further recommend the City call a special meeting of the City Council next week in consideration of the students returning to school on September 5th on day prior to the regularly scheduled council meeting on September 6th. The special meeting will allow the Council to convene and consider a resolution suspending the City's Service Contract with Independent School District #12 for the services to be provided at Centennial High School during the 2023-2024 school year as recommended in this letter.

Blaine SRO Opinion Letter

August 24, 2023

Page 4 of 4

If you have any questions or concerns regarding my recommendations, the Amendments, or the content of this letter, please contact me directly.

Sincerely,

Tom Loonan
City Attorney



Blaine Police Department

Memo

Main 763-785-6168 | BlaineMN.gov

DATE: August 25, 2023

TO: Police Licensed Personnel

FROM: Brian Podany, Safety Services Director/Chief of Police

SUBJECT: Overtime at School Related Events

Recently there has been considerable discussion regarding providing contracted policing services provided to our schools within the City of Blaine, as a result of recent Statutory changes to Minnesota Statute 121A. As a result of those changes, effective immediately, we will not be providing contracted services to special events at public schools within the City of Blaine. However, there will be events that occur at the schools that present a risk for safety and security for those in attendance. Due to that fact, all details posted at or related to our schools will be strictly administered and funded through the City of Blaine. These are not police contracted events and the 121A Statutory changes do not apply to any staff who work them.

My understanding is that there has been hesitation to work any event on school grounds as an officer. The children and people in our community need us and depend on us to provide for their safety. Although the legislation that has given rise to this issue still needs to be addressed, that does not eliminate our ethical and professional obligations as peace officers in Blaine. This memo serves to clarify your role and expectations. Accordingly, these are provisions for these events:

Direction and Authority: Officers present at the games will be under the direction and exclusive guidance and command of the Blaine Department and specifically the Police Chief or police supervisory personnel. Officers will not be under the direction of the school district staff or any other entity during their deployment. Police deployment may be altered or terminated at any time, at the direction of the Police Chief or police supervisory personnel.

No Agency Relationship: Officers are not and should not be considered agents of the school district or any other associated entity. Police presence is solely in the capacity as law enforcement officers of the Blaine Police Department, and not in fulfillment of any contractual or other duty. Further, no deployed officer will act in the capacity of a School Resource Officer or other contracted officer during event deployment and all deployed officers shall act exclusively under the direction and authority of the Police Chief or police supervisory personnel.

Law Enforcement Powers: Officers will possess full law enforcement authority while on duty at the games or events, and any actions taken will be in line with your duties and responsibilities as members of our department. You will exercise your authority as peace officers carefully and thoughtfully, but without direction from or on behalf of any entity outside of the Blaine Police Department.

As you are not contracted through the schools/school districts, you are not to utilize any school equipment such as a school radio or access keys, etc. You are, in essence, patrol officers assigned to work an event such as the Blaine Festival or other community event involving large numbers of the public.

Any school staff at the event who need police assistance will be advised to call 911. If you are contacted by someone at the event who happens to be a staff member (as like any member of the public) and asked for assistance with a situation, respond as you would to the situation if that happened anywhere else in the public realm as a peace officer.

I care deeply about the members of our community who rely on us and may need us at their most difficult moments. I also care deeply about all of you and the work you day in and day out. As such, I have spent a great deal of time and dedication on this issue and the related issues to look out for the safety of the people in our community and the safety and best interests of you. I believe in each and every one of you and the work you have done and will continue to do. If you have any questions pertaining to this, please contact me. If you have questions while working an event, please contact the on duty supervisor for immediate clarification and direction.

Cc: Michelle Wolfe, City Manager
Sheri Chesness, Deputy HR Director
Tom Loonan, City Attorney
LELS



Blaine Police Department

10801 Town Square Drive NE
Blaine MN 55449-8100
Main 763-785-6168 | BlaineMN.gov

August 28, 2023

Jeff Ronneberg, Ed.D
Superintendent
Spring Lake Park School District
1415 81st Ave NE
Spring Lake Park, MN 55432

Subject: Patrol Officers During School Events

Dear Superintendent Ronneberg,

The last few weeks have been difficult for both of our organizations due to the recent Statutory changes to Minnesota Statute 121A.58. With the current uncertainty surrounding the changes, I want the district to be aware of our internal procedures for large school events with significant crowds. Our procedures are an effort to balance the safety concerns of students, staff, and other attendees at these events. We also want to allow our officers to respond to incidents with the highest level of performance based on their training and experience.

Our procedures for school events are as follows:

- Officers present at the games will be under the direction and exclusive guidance and command of the Blaine Police Department and specifically the Police Chief or police supervisory personnel. Officers will not be under the direction of the school district staff or any other entity during their deployment. Police deployment may be altered or terminated at any time, at the direction of the Police Chief or police supervisory personnel. This would include significant incidents within the City of Blaine that require a larger police response.
- The officers are not and should not be considered agents of the school district or any other associated entity. Their presence is solely in their capacity as law enforcement officers of the Blaine Police Department, and not in fulfillment of any

contract or other duty. Officers will be administered and funded through the City of Blaine. Further, no deployed officer will act in the capacity of a School Resource Officer (SRO) during event deployment and all deployed officers shall act exclusively under the direction and authority of the Police Chief or police supervisory personnel. The deployed officers will not have access to School District radios nor be subject to any direction from District staff.

- The officers will possess full law enforcement authority while on duty at the events, and any actions taken will be in line with their duties and responsibilities as members of our department. Our officers are well-informed and trained in use of force decision making and will exercise their authority as peace officers with integrity, respect, and professionalism. This will occur without direction from or on behalf of any entity outside of the Blaine Police Department.
- Any school staff that need assistance should call 911. If a staff member contacts an officer at the event, the officer will respond as they normally would as a patrol officer in the public realm.

I believe these procedures will continue to provide a safe atmosphere for attendees while we adapt to the recent law changes.

Thank you for your understanding and if you have questions or comments, please reach out to me directly.

Sincerely,



Brian Podany
Safety Services Director/Chief of Police
Blaine Police Department

Cc: Blaine Police Department Sworn Personnel
Blaine City Manager Michelle Wolfe
Blaine City Council
Blaine City Attorney Tom Loonan

YOUTH SERVICES OFFICER CITY OF BLAINE/CENTENNIAL SCHOOL DISTRICT NO. 12 SERVICE CONTRACT
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This contract by and between the City of Blaine (hereafter referred to as “City”) and Independent School District #12 (hereafter referred to as “District”) is made this 20 day of June 2022, pursuant to Minnesota Statute §471.59, and is effective June 10, 2022.

1. PURPOSE

The purpose of this contract is to create, fund, and implement the position of school liaison/school resource officer, hereafter referred to as “SRO”, to provide services to the District and specifically Centennial Senior High School during the School Years occurring in the contract term.

“School Year” is the number of days from September through June in which the District regularly provides instruction and offers classes to the student body at Centennial High School. “School day” means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the District calendar. Days on which students attend summer school are not school days.

2. SELECTION PROCESS

From application of qualified applicants for the assignment as SRO, oral interviews will be administered by representatives from the District and Blaine Police Department. Final selection of the SRO assigned to the District is at the discretion of the City.

3. OFFICER EMPLOYED BY CITY

The City shall employ, or assign, in accordance with applicable state statutes, city policies, and union agreements, a licensed police officer to serve as SRO for Centennial Senior High School. The City shall assume all obligations and payments with regard to the SRO’s salary and benefits including workers’ compensation, PERA, withholding taxes, etc. The SRO provided by the City will carry out SRO duties beginning on the first day of the regular school year through the last day of the regular school year, except for any days in which students are not in attendance due to a school closure or distance learning. The SRO will maintain all rights accorded by provisions of any applicable labor agreement during the period of assignment. Nothing in this agreement requires the City to staff the SRO position when the City’s assigned SRO is on an authorized leave, including training, vacation leave, sick leave, etc.

4. PAYMENTS

The District will pay the City for all SRO services, excluding additional services, as follows:

- a. 2022-2023 School Year. The District will pay the City for the services the SRO provides pursuant to this Agreement at the hourly rate of the specific SRO

providing services, up to a maximum of \$66.92 per hour. The cumulative amount will be paid in two equal installments by January 31, 2023 and June 30, 2023.

- b. 2023-2024 School Year. The District will pay the City for the services the SRO provides pursuant to this Agreement at the hourly rate of the specific SRO providing services, up to a maximum of to \$68.93 per hour. The cumulative amount will be paid in two equal installments on January 31, 2024 and June 30, 2024.
- c. 2024-2025 School Year. The District will pay the City for the services the SRO provides pursuant to this Agreement at the hourly rate of the specific SRO providing services, up to a maximum of 71.00 per hour. The cumulative amount will be paid in two equal installments on January 31, 2025 and June 30, 2025.

5. INVOICE FOR ADDITIONAL SERVICES

District administrators and school administrators may request in writing that the City assign one or more peace officers to provide “additional services” as defined in this Agreement. The City will make reasonable efforts to accommodate such requests. When the City assigns an officer to provide additional services, the District will be responsible for paying the City for the hours worked by the officer at the City’s reimbursable police services (RPS) rate. On or before January 1 of each year, the City will provide the District with the upcoming year’s RPS rate. The City will submit an itemized invoice to the District describing the additional services that were provided, the location where the additional services were provided, and the costs the City incurred in providing the additional services.

6. DUTIES OF OFFICER

The list of basic duties and work schedule of the SRO shall include, but not necessarily be limited to, the following:

- protecting persons who are present on school property or at a school sponsored event or activity;
- protecting real and personal property;
- deterring and addressing truancy;
- serving as a role model for students, parents, and community members;
- conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
- identifying and advising on security vulnerabilities in the District’s schools;
- visiting and inspecting high delinquency areas on school property;
- being present and visible on school property;
- deterring all forms of criminal activity on school property and at school sponsored events and activities;
- serving as a resource for school officials regarding the prevention of criminal activity on school property and at school sponsored events and activities;
- serving as a mentor and resource for students;

- giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address drug use or other potential criminal activity by students;
- investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
- conducting searches of students, student lockers, student backpacks, school property, and student vehicles as authorized by law, including but not limited to pursuant to a properly issued search warrant.
- conducting searches of students, student lockers, student backpacks, school property, and student vehicles at the request of a school official when the school official has reasonable grounds to believe the search will result in the discovery of drugs, a weapon, or any other item that is unlawful for a student to possess on school property, or the discovery of other evidence establishing that a student has committed a crime that has a direct nexus to school property or a school sponsored event or activity;
- recovering lost or stolen property;
- enforcing all criminal laws on school property and at school sponsored events and activities;
- apprehending and prosecuting criminals, including suspected criminals;
- responding to emergencies including, but not limited to, medical emergencies and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
- attending trainings provided by the District;
- meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals; and
- other tasks as assigned by the City.

In the absence of exigent circumstances, the SRO may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of minor investigation; (b) the crime has occurred, is alleged to have occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal and from the student's parent or guardian or the student, if the student is eighteen (18) years of age or older. In addition, the SRO may not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity.

7. **CLOTHING, EQUIPMENT, AND SUPPLIES**

The City shall provide any required clothing, uniforms, vehicle, and necessary equipment and supplies for the SRO to perform law enforcement duties. The District shall provide the SRO with work space, a telephone, and supplies necessary at the Centennial High School for the officer to perform SRO duties.

8. **LEVELS OF SERVICE**

The SRO may have to respond to emergency calls within the boundaries of the City, attend training, appear in court, and perform special duties as assigned by the City while fulfilling the requirements of this contract. Time in excess of eight hours per day shall be paid according to the officer's union contract, providing such additional time has been approved in advance by the City and the District. Blanket approvals will not be accepted. Scheduled adjustments are allowed so long as they are agreed upon by the SRO and the District, and that they are completed within the framework of the pay period in which they occur.

9. **ADMINISTRATIVE RESPONSIBILITIES**

Law enforcement services rendered to the District shall be at the sole discretion of the City. Standards of performance, discipline of the SRO assigned, and other internal matters shall be under the authority of the City. If the assigned SRO were to have difficulties in the school setting, both the school administration and the Chief of Police (or designee) would work with the officer. If the assigned SRO's work in the school were still deemed unsatisfactory by the District or the City, the assigned SRO would be replaced. The Chief of Police (or designee) would work with the District to select a suitable replacement.

10. **SCHOOL CALENDAR**

The District shall provide the City with a school calendar, which shall reflect the school days making up the School Year.

11. **TERMINATION**

Either party may terminate this agreement upon ninety (90) days written notice of such termination. All payment due hereunder shall be prorated in the event of such termination.

12. **INDEMNIFICATION BY CITY**

The SRO is a City employee. The City shall indemnify, hold harmless, and defend the District, its elected officials and employees against any and all liability, loss, costs, damages, expenses, claims or actions which the 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 contract. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

13. **INDEMNIFICATION BY DISTRICT**

To the extent permitted by law, the District shall indemnify, hold harmless, and defend the City, its officers, elected officials and employees against any and all liability, loss, costs, damages, expenses, claims or actions which the City, its officers, elected officials 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 District, its agents or employees, in the District's obligations pursuant to this contract. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

14. TERM OF CONTRACT

The term of this contract shall be effective June 10, 2022, through and including June 9, 2025. Pursuant to this contract, the City shall provide an SRO to the District in accordance with the terms articulated within this contract, for School Years 2022-2023, 2023-2024, and 2024-2025.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year last written below.

CITY OF BLAINE

 June 6, 2022
Tim Sanders, Mayor Date

 June 6, 2022
Michelle Wolfe, City Manager Date

 June 6, 2022

Brian Podany, Chief of Police Date

CENTENNIAL SCHOOL DISTRICT #12




 Jeff Holmberg Date
 Superintendent of Schools

Suzanne Guthmuller 6/19/22
Suzanne Guthmuller Date
School Board Chair

Sue Linser
School Board Clerk

6/28/22
Date

MEMORANDUM OF UNDERSTANDING
For School Resource and Prevention Program Officer Services
Between the Anoka-Hennepin School District No. 11
and the City of Blaine
2022-2023

PURPOSE. The purpose of this Memorandum of Understanding is to address the need for the presence of licensed peace officers to provide specific services/roles to the Anoka Hennepin School District No. 11 (hereafter referred to as “District”) schools and establish a mutually beneficial framework that both schools and law enforcement can work within to achieve shared goals. The intent is to establish and delineate the mission of a School Resource Officer/Prevention Program, herein referred to as the School Resource Officer (SRO) Program, as a joint cooperative effort between the District and the City of Blaine (hereafter referred to as “City”), representing the designated law enforcement agency. The partnership is intended to facilitate effective, timely communication and coordination of efforts for both the District and the law enforcement agencies to promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system. Additionally, it clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between officers, school administrators/staff and students.

GOALS. The primary goals of the SRO Program are 1) to promote positive and supportive school climates and 2) to create and maintain safe and secure school environments. To promote positive and supportive school climates, the partnership will collaborate to increase law-related education, expand school safety and crime prevention efforts, reduce conflict, and support effective interventions for students. To create and maintain safe and secure school environments, the partnership will collaborate to reduce and prevent crime, violence, victimization, and fear in and around schools, and minimize student involvement with the juvenile and criminal justice systems. It is the responsibility of school administrators to facilitate effective communication to all school staff and students regarding SRO program goals and responsibilities.

ROLES. The SRO program is unique to the community, based on input from the district, school administration, teachers, students, and community members. The program is designed to fulfill three overall roles:

1. Law Enforcement
2. Fostering Positive School Climate / Crime Prevention
3. Law-Related Educator

Law Enforcement Role – SROs are responsible for law enforcement incidents occurring at the school. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO. A determination of whether an activity raises to the level of a law enforcement activity, when reasonable, should be made in consultation with a school administrator. While law enforcement is the role of SROs, officers responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. However, the SROs

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discretion to act remains the same as that of any other peace officer. SROs may also serve as members of school threat assessment teams and assist in monitoring students as well as determining the need, if any, for law enforcement action.

Fostering Positive School Climate / Crime Prevention – One of the primary roles SROs fulfill is fostering a positive school climate through relationship building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults. Officers will focus on getting to know students, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and general patrol efforts. SROs are critical members of the school Building Crisis Teams for emergency preparation and planning.

Law-Related Educator – SRO / Prevention Program Officers should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff. Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

1. **OFFICER EMPLOYED BY CITY.** City shall employ (or assign), in accordance with applicable state statutes, a police officer(s) to serve as School Resource or Prevention Program Officer(s) in District schools. The selection or assignment of such officers shall be done by the City in consultation with the principals in the area or City covered by this contract. City shall assume all obligations and payments with regard to officers' salaries and benefits including worker's compensation, PERA, withholding taxes, etc. District will reimburse City as defined in paragraph 15 of this document.
2. **TERM OF CONTRACT.** The term of this contract shall be from July 1, 2022 to June 30, 2023, renewable each year unless terminated by either party as defined in paragraph 14.
3. **ADMINISTRATION RESPONSIBILITIES.** Law enforcement services rendered to District shall be at the sole direction of City. Standards of performance, discipline of the officer assigned, and other internal matters shall be under the authority of City. Upon request, the District shall provide the City with an appraisal of the services received. The City shall provide the District with a list of services provided at the elementary level, Prevention Program schedules, and the name of the officer(s) providing the service.
4. **LEVEL OF SERVICE.** The officer will respond to emergency calls within the boundaries of City and attend police training and special duties as assigned by City while fulfilling the requirements of this contract. Time spent on emergency calls, police training, etc., shall not be

considered time spent as a School Resource or Prevention Program officer.

5. **SCHOOL CALENDAR.** The District shall provide the City with a school calendar. SRO services will be provided during regular school hours in the school district on all student contact days. Time in excess of eight hours per day shall be paid according to the officer's contract, providing such additional time has been approved in advance by City and District. Blanket approvals will not be accepted. It is acknowledged that circumstances beyond the City's control may cause an interruption to SRO services. City will notify District of SRO absences and the plan for coverage when officer is out of the building.
6. **DUTIES OF OFFICER.** The basic duties of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the law enforcement agency. Specific daily assignments to accomplish this will vary by school. The SRO, school principal, and District Coordinator will meet periodically to discuss plans and strategies to address specific issues or needs that may arise. Officers may respond to calls to all schools in the city of Blaine, although may be based primarily at one school in the city.

Basic duties of the SRO will include but are not limited to:

1. To enforce criminal law and protect students, staff, and public at large against criminal activity.
 2. Foster mutually respectful relationships with students and staff to support a positive school climate.
 3. Provide information concerning questions about law enforcement topics to students and staff.
 4. Provide classroom instruction on a variety of topics including but not limited to, law enforcement practices, conflict resolution, personal and school safety strategies, crime trends, and crisis response.
 5. Handle initial police reports of violent crimes committed on campus.
 6. Take enforcement action on criminal matters when appropriate.
 7. Coordinate investigative procedures between police and school administrators.
 8. Prepare lesson plans as necessary for the instruction provided.
 9. In conjunction with school administrators, building crisis teams, and the district Emergency Management Coordinator, SROs should be an active participant in planning emergency drills and assisting with the facility assessment process utilizing the District Threat and Hazard Identification Risk Assessment (THIRA) to help analyze the physical safety of school facilities.
 10. Prevention Program Officers serving elementary schools will present an approved prevention program, which may be a part of the fifth grade health curriculum.
 11. Collect data on SRO activities (arrests, citations, etc.)
7. **SRO ROLE IN SCHOOL POLICY VIOLATIONS.** School administrators and teachers are responsible for school discipline. Although SROs are expected to be familiar with the District code of student conduct, the rules of individual schools, and their application in day-to-day

practice, SROs should not be involved with the enforcement of school rules or disciplinary infractions that are not violations of law. SROs should not intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school

8. **PRIVACY OF PUPIL RECORDS.** Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, police officers shall be deemed to be school officials when performing the duties and responsibilities of the SRO. As such, the SRO and City certify and agree that all data created, collected, received, stored, used, maintained, or disseminated by the SRO must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.
9. **CLOTHING, EQUIPMENT, AND SUPPLIES.** City shall provide any required clothing, uniforms, vehicle, necessary equipment and supplies for officer to perform law enforcement duties. District shall provide SRO with a private, lockable office, telephone, and supplies necessary for the officer to perform required duties as specified in paragraph 6 of this contract.
10. **TRAINING.** The SRO shall receive such training as is necessary to permit the SRO to effectively advance the school's educational mission in the context of his/her duties as SRO and ensure a smooth transition into the educational setting. Prior to appointment to an SRO position the SRO will complete either the Minnesota Homeland Security & Emergency Management; School Safety Center standardized Basic SRO Training, or the NASRO Basic SRO course. Both courses are designed to prepare officers to work in an educational environment and maximize effectiveness in the delivery of law enforcement services in schools. If courses are not available prior to appointment, training should be completed within 12 months of appointment.
11. **DISTRICT SRO MEETINGS.** Upon appointment, the district will provide new SROs with District Orientation to deliver training related to district policies and procedures, technology access, security cameras, keys/fobs, and district crisis management planning. The District will also provide annual orientation training in the fall, prior to school beginning and bi-monthly meetings to discuss school specific issues and SRO concerns and/or recommendations.
12. **SCHOOL RESOURCE OFFICER DISTRICT COORDINATION.** The district Manager of Security and Emergency Operations will be the primary contact for SROs at the district.
13. **SCHOOL BASED LAW ENFORCEMENT DATA COLLECTION.** Law enforcement agencies should submit an annual SRO activity report at the end of the school year to the District Emergency Management Coordinator. The report should include descriptions of all activities engaged in by the SRO, including classroom presentations, meetings (with staff, parents, committees), incidents or calls for service, searches, arrests, citations, and other referrals to the juvenile justice system that occur on school grounds, school transportation or during school sponsored or school sanctioned events.

14. TERMINATION. Either party may terminate this agreement upon 30 days written notice of such termination. All payment due hereunder shall be prorated in the event of such termination.
15. DURATION AND COST. For and in consideration of the provision of SRO and the Prevention Program Officer services in accordance with the terms of this MOU, District shall pay City the sum \$161,650.79. Request for payment should be submitted by June 1, 2023 of the fiscal year.
16. INDEMNIFICATION. City agrees to hold District, its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the School Resource Officer and/or the Prevention Program Officer.
17. SERVICE TO SCHOOLS. The following secondary school(s) shall receive SRO services as a result of this contract:
- Blaine High School
Roosevelt Middle School
18. 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.

IN WITNESS WHEREOF, the parties have hereunder to set their hands.

Blaine Police Department:

Signed By



Title: Safety Svcs Mgr./ Police Chief

Date:

8/31/22

City of Blaine:

Signed By



Title:

Mayor

Date:

9/2/2022

City of Blaine:

Signed By



Title:

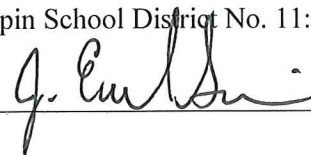
City manager

Date:

9/1/22

Anoka-Hennepin School District No. 11:

Signed By



Title:

Clerk

Date:

4-10-23

ADMINISTRATION INFORMATION FORM

CONTACTS AT THE SCHOOL DISTRICT

Contracted Administration

Greg Cole
Chief Operations Officer
Educational Service Center
2727 N Ferry Street
Anoka, MN 55303
763-506-1175

Program Administration

Jason Paske, Principal	Blaine High School	763-506-6501
Tom Shaw, Principal	Roosevelt Middle Sch.	763-506-5801

Payment Procedures

Pursuant to paragraph 15 of the agreement, the City should submit a bill to:

Educational Service Center
ATTN: Greg Cole, Chief Operations Officer
2727 N Ferry St
Anoka, MN 55303

greg.cole@ahschools.us



ANOKA-HENNEPIN SCHOOLS

EDUCATIONAL SERVICE CENTER

Addendum to Contract

The undersigned parties to the Memorandum of Understanding between the Anoka-Hennepin School District No. 11 (hereafter referred to as "District") and the City of Blaine ("Contractor" &/or "City or County"), hereby mutually agree to include the additional following Terms and Conditions to the original Agreement:

1. Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the SRO shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the City certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the City must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

2. Insurance

City shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation

A. Statutory State Coverage

B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

A. Commercial Liability Policy

Combined Single Limit: 1,000,000

Personal Injury Liability 1,000,000

Products Completed Operations 1,000,000

General Aggregate 1,000,000

B. Anoka Hennepin ISD #11 shall be added to the policy as additional insured.





ANOKA-HENNEPIN SCHOOLS

EDUCATIONAL SERVICE CENTER

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of 1,000,000 each occurrence / 1,000,000 aggregate.

City will provide District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Anoka-Hennepin ISD #11.

The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the City's liability to District under this contract.

All other terms and conditions of the original Memorandum of Understanding are to remain the same.

Anoka-Hennepin School District No. 11:

By: J. Carlson Date: 4-10-23
Title: Clerk

City:

By: B. P. P. P. Date: 12/14/22
B. P. P. P.

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SCHOOL RESOURCE OFFICER SERVICE CONTRACT
BETWEEN THE CITY OF BLAINE
AND SPRING LAKE PARK SCHOOL DISTRICT NO. 16

This contract by and between the City of Blaine (hereafter referred to as "City") and Independent School District #16 (hereafter referred to as "District") is made this 6th Day of September, 2022, pursuant to Minnesota Statute §471.59.

1. PURPOSE

The purpose of this contract is to create, fund, and implement the position of school liaison/resource services officer, hereafter referred to as "youth services officer," to provide services to the District and specifically Westwood Intermediate/Middle Schools, Northpoint Elementary School and Centerview Elementary School.

2. SELECTION PROCESS

From application of qualified applicants for the assignment as youth services officer, oral interviews will be administered by representatives from the District and Blaine Police Department. Final selection of the youth services officer assignment is at the discretion of the City.

3. OFFICER EMPLOYED BY CITY

The City shall employ, or assign, in accordance with applicable state statutes, city policies, and union agreements, a licensed police officer to serve as a resource officer at Westwood Intermediate/Middle Schools, Northpoint Elementary School and Centerview Elementary School. The City shall assume all obligations and payments with regard to officer salary and benefits including workers' compensation, PERA, withholding taxes, etc. The District shall reimburse the City as defined in the Addendum A to this contract.

4. DUTIES OF OFFICER

The list of basic duties and work schedule of the officer shall be cooperatively developed between the City and the District. The resource officer will maintain all rights accorded by provisions of any applicable labor agreement during the period of assignment. This officer will not act as an education or related service provider under the Individuals with Disabilities Education Act or related state law for any student.

5. CLOTHING, EQUIPMENT, AND SUPPLIES

The City shall provide any required clothing, uniforms, vehicle, and necessary equipment and supplies for the officer to perform law enforcement duties. The District shall provide the school resource officer with work space, a telephone, and supplies necessary for the officer to perform basic school duties.

6. **LEVELS OF SERVICE**

The school resource officer may have to respond to emergency calls within the boundaries of the City, attend training, appear in court, and perform special duties as assigned by the City while fulfilling the requirements of this contract. Time in excess of eight hours per day shall be paid according to the officer's union contract, providing such additional time has been approved in advance by the City and the District. Blanket approvals will not be accepted. Scheduled adjustments are allowed so long as they are agreed upon by the officer and the District, and that they are completed within the framework of the pay period in which they occur.

7. **ADMINISTRATIVE RESPONSIBILITIES**

Law enforcement services rendered to the District shall be at the sole discretion of the City. Standards of performance, discipline of the officer assigned, and other internal matters shall be under the authority of the City. If the officer were to have difficulties in the school setting, both the school administration and the Chief of Police (or designee) would work with the officer. If the officer's work in the school were still deemed unsatisfactory by the District or the City, the officer would be replaced. The Chief of Police (or designee) would work with the school to select a suitable replacement.

8. **SCHOOL CALENDAR**

The District shall provide the City with a school calendar.

9. **TERMINATION**

Either party may terminate this agreement upon ninety (90) days written notice of such termination. All payment due hereunder shall be prorated in the event of such termination.

10. **COST**

For and in consideration of the provision of the school resource officer services in accordance with the terms of this contract, the District shall pay 100 percent (100%) of the officer's wages and benefits for the days of service agreed upon for the school year.

11. **INDEMNIFICATION BY CITY**

The school resource officer is a City employee. The City shall indemnify, hold harmless, and defend the District, its elected officials and employees against any and all liability, loss, costs, damages, expenses, claims or actions which the 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 contract. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

12. **INDEMNIFICATION BY DISTRICT**

The District shall indemnify, hold harmless, and defend the City, its officers, elected officials and employees against any and all liability, loss, costs, damages, expenses, claims or actions which the City, its officers, elected officials and employees may hereafter sustain, incur, or be required to pay arising out of or by reason of any negligence or willful act or omission of the District, its agents or employees, in the District's obligations pursuant to this contract. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

13. **TERM OF CONTRACT**

The term of this contract shall be effective September 6, 2022, through and including June 8, 2023.

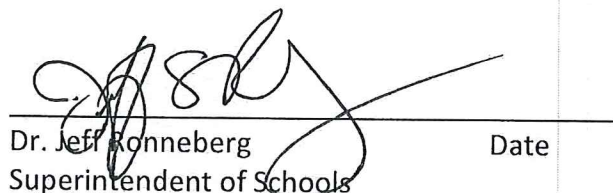
IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year last written below.

CITY OF BLAINE

SPRING LAKE PARK SCHOOL DISTRICT #16

 9/14/22

City Representative Date



Dr. Jeff Ronneberg Date
Superintendent of Schools

 9/12/2022

Chief of Police Date

City of Blaine

ADDENDUM A

Page 3 of 4

School Liaison

September 6, 2022, through June 8, 2023

2022-2023 WAGES	
School District Cost September 2022 through December 2022	69 Days @ \$509.76 = \$35,173.44
School District Cost January 2023 through June 2023	99 Days @ \$532.24 = \$52,691.76
TOTAL DISTRICT COST	\$87,865.20

Any overtime must be preapproved by the Blaine Police Department's Administrative Services Captain. Overtime for special events, such as sporting events, dances, etc., are considered Reimbursable Police Services (RPS) positions. By Blaine Police Department policy and collective bargaining agreements, RPS positions need to be posted within the department and approved by Administrative Services Captain.

Officer Haley Larson's wages are calculated by hourly rate plus benefits based upon each year's current rate of pay. For the 2022-2023 school year, wages and benefits were calculated at \$63.72/Hr. for 2022 and \$66.53/Hr. for 2023, 100% of an eight-hour day. The Blaine Police Department deducts the days the officer is off on vacation, sick time, and department training from the billable hours sent to the school district. The Blaine Police Department pays for uniforms, equipment, and tuition for training (when preapproved) and preapproved overtime. Preapproval must come from the Administrative Services Captain.