

**28E AGREEMENT BETWEEN
THE ANKENY COMMUNITY SCHOOL DISTRICT
AND THE CITY OF ANKENY, IOWA
FOR THE
SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into this ___ day of _____, 2018, by and between the ANKENY COMMUNITY SCHOOL DISTRICT (hereinafter referred to as “District”), and the CITY OF ANKENY, IOWA (hereinafter referred to as “City”).

WHEREAS, the City has established the position of School Resource Officer (“Officer”) within the Ankeny Police Department whose primary responsibility is for education, counseling, and enforcement through a program designed by the District and the Ankeny Police Department; and

WHEREAS, this Agreement is entered into pursuant to the provisions of Iowa Code Chapter 28E; and

WHEREAS, in accordance with Iowa Code Chapter 28E, after execution of this Agreement by the District and the City, it shall be filed in the office of the Iowa Secretary of State.

NOW, THEREFORE, the parties hereby agree as follows:

**ARTICLE I
SCHOOL RESOURCE OFFICER**

1.1 School Resource Officer. The City shall provide School Resource Officers (hereinafter “SRO”) for an education, counseling and enforcement program designed by the District and the Ankeny Police Department and assigned to District schools during the school semesters.

1.2 Selection. The SRO shall be a sworn law enforcement officer under the authority and in the employ of the City. The City Chief of Police, in consultation with the Principals of the buildings to which the SROs will be assigned, shall select the police officer for assignment as a SRO. The SRO selected must have completed the “Basic SRO Course” training offered by the National Association of School Resource Officers.

1.3 Supervision. The City Chief of Police or designee shall supervise the SRO. The SRO shall comply with the policies of the District concerning student safety and personnel matters, and any other District policies identified by the District and communicated to the SRO as legally applicable to the SRO, provided such policies do not conflict with the policing policies of the City or state law, but specifically shall not be involved in student discipline. The City shall be responsible for supervision and oversight of the officer, as well as payment of salary, overtime, benefits, liability coverage and all operating and capital expenditures of the SRO. The SRO duties, hours, primary assignments including grounds and parking lots and attendance at major

events, are set forth in the supplemental SRO procedures developed by the City Chief of Police and District representatives attached as Exhibit 1 to this agreement. The District will provide a suitable private workspace, including a locked filing cabinet, telephone service and wifi access for the SRO.

1.4 Records. The City shall maintain records of the services provided under this Agreement including the hours and days worked, and investigative and general reports consistent with the policies of the Ankeny Police Department for investigations. Except for confidential investigative reports, the District shall have the right to audit the records or the services provided under this agreement.

1.5 Removal of SRO. If the principal of the school to which the SRO is assigned concludes that the SRO is not performing effectively, the principal shall inform the Superintendent of the District. The Superintendent shall inform the Chief of Police that the SRO is not performing effectively. The Chief of Police shall meet with the Superintendent of the Superintendent's designee to determine if the SRO can correct the performance deficiencies. If no mutually agreeable course of action is reached, the Chief of Police shall replace the SRO with a different officer.

ARTICLE II FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM

2.1 Financing. The City shall be responsible for 31% of the cost of the SRO Program and the remaining 69% shall be paid by the District. Costs shall include salary, overtime, and benefits which shall include but are not limited to worker's compensation premiums, health insurance, retirement, FICA, clothing allowance, and training. The City shall bill the District twice yearly, at the time it invoices for crossing guards, for the actual costs of the SRO Program. The District shall remit payment for such invoices within forty-five (45) days. The District's cost shall be adjusted downward to account for hours worked by the SRO on non-school matters when otherwise assigned to perform SRO duties.

2.2 Overtime. If the SRO is required to work overtime by the District, including at a school event after hours, on weekends or in the summer, the District shall pay 100% of the overtime rate.

2.3 Outside Funding. If the City receives funds from any source to support the cost of the SRO Program, the cost of the SRO Program as calculated in paragraph 2.1 shall be reduced by the amount of funds so received on a prorata basis.

ARTICLE III TERM AND TERMINATION

3.1 Term. The initial term of this Agreement shall be for a period of one (1) year and shall begin on the first day of May 2018. The Agreement shall renew automatically from year to year, unless the cancelling party provides notice as set out in paragraph 3.2 prior to the expiration of the initial term or extension.

3.2 Termination. This Agreement may be terminated for any reason by either party upon a ninety (90) day written notification to the other party, unless otherwise agreed by the parties in writing. The City shall be entitled to compensation for all services performed up to the date of termination. Upon termination of this Agreement, the District shall retain all District property. The City shall retain its vehicles, radios, cell phones, computers, cameras, and all other City property.

3.3 Notices. Notices to the City shall be addressed to the Chief of Police, 411 SW Ordnance Road, Ankeny, Iowa 50023, with a copy mailed to the City Manager, 410 W First Street, Ankeny, Iowa 50023. Notices to the District shall be addressed to the Superintendent, 306 SW School Street, Ankeny Iowa 50023. If during the term of this Agreement either party shall change the address of the above contact person it shall notify the other of the new address.

ARTICLE IV INDEMNIFICATION

4.1 Liability. Neither party, its officers, employees or agents, shall be deemed to have assumed any liability for negligent or intentional acts of the other party or its officers, employees or agents.

4.2 Indemnification. Each party shall indemnify, defend and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, damages, expenses, court costs and attorneys' fees in connection with, arising out of or directly or indirectly related to any claim of loss or damage to property or of death or injury to persons, resulting from the negligent or intentional acts of the party. Each party agrees to indemnify and to hold the other party, its officers, agents and employees, harmless from and against all claims, demands, actions, and/or cause of actions, judgments, settlements, or other costs including reasonable attorney's fees, which the party may incur or sustain by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein.

ARTICLE V MISCELLANEOUS

5.1 Employment Status of SRO. The SRO shall at all times be solely an employee of the City, and all assignment of duties, discipline and performance shall remain the responsibility of the City. The District shall have no control over the terms and conditions of the SRO's employment. The City shall be responsible for the payment of salary wages and any other compensation or benefits to the SRO. The District's only responsibility is to reimburse the City for such costs are set out above. The District and the City acknowledge that the SRO will remain responsive to the chain of command of the Ankeny Police Department.

5.2 Mediation. The City and District shall cooperate and act in good faith in fulfilling the terms and conditions of this Agreement. If, due to unforeseen circumstances, issues arise or questions develop regarding the implementation and interpretation of the provisions of this Agreement, both parties shall negotiate in good faith in resolving those matters in keeping with

the public purpose of this Agreement in protecting the students, District staff, and the general public.

5.3 Amendments. This Agreement may be modified only by written agreement of the parties.

5.4 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Iowa.

5.5 No Legal Entity. This Agreement does not create a new legal entity.

5.6 Administrator. The City Chief of Police shall be the administrator of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ANKENY COMMUNITY SCHOOL
DISTRICT

CITY OF ANKENY

By:
Its:

By:
Its: Mayor

ATTEST

ATTEST

By:
Its:

By:
Its: City Clerk

By:
Its:

School Resource Officer Job Description

1. Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies.
2. Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with local patrol officers and students together to design crime prevention strategies
3. Establish and maintain a close partnership with school administrators in order to provide for a safe school environment.
4. Assist school officials with their efforts to enforce Board Of Education policies and procedures. Refer students engaging in violations of school policies to the appropriate school administrator for discipline.
5. Ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances or in such cases that, the student's emotional state may present a risk to the administrator.
6. Assist the Police Department Management as they work with school administrators in emergency crisis planning and building security matters and in providing a course of training for school personnel in handling crisis situations, which may arise at the school.
7. Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
8. Develop and implement classes in law related education to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
9. Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
10. Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of police officer and be a positive role model. Increase the visibility and accessibility of police to the school community.