

**28E AGREEMENT BETWEEN
THE ANKENY COMMUNITY SCHOOL DISTRICT
AND THE CITY OF ANKENY, IOWA
FOR INFORMATION SHARING**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this **17 of June, 2024** 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 District and City (hereinafter collectively referred to as "Parties") share a mutual desire for the District and the Ankeny Police Department (hereinafter referred to as "Police Department") to effectively and efficiently share select student information prior to adjudication in order to support the Parties' collaborative efforts to reduce juvenile crime, improve school safety, reduce alcohol and illegal drug use, reduce truancy, reduce in-school and out-of-school suspensions, and support alternatives to in-school and out-of-school suspensions and expulsions;

WHEREAS, subject to identified parameters, Iowa law provides a mechanism for such sharing in the form of an interagency agreement;

WHEREAS, it is understood that this Agreement is between two public agencies and is entered into pursuant to the provisions of Iowa Code Chapter 28E; and

WHEREAS, in accordance with Iowa Code Chapter 28E, this Agreement shall be filed with the Iowa Secretary of State upon execution.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I
SCOPE OF INFORMATION SHARING**

A. Information Sharing by District.

1. Subject to the parameters outlined in Iowa Code 280, District may disclose to Police Department information from the permanent record of a student enrolled in the District at the time of the disclosure ("Student Information") that could reasonably be considered directly related to the juvenile justice system's ability to effectively serve, prior to adjudication, the student whose records are being released.
2. The District shall not be required to provide notice and/or seek and secure consent to release said Student Information from the named student's lawful parent/guardian (if the student is a minor child) or from the named student (if the student is of majority age and/or an emancipated minor).
3. The District may release Student Information as defined herein to Police Department without receipt of a lawfully-issued subpoena and/or court order.
4. The District shall have sole discretion to determine what Student Information shall be reasonably considered directly related to the juvenile justice system's ability to effectively serve, prior to adjudication, the student whose records are being released. This decision shall not be appealable by Police Department. Police Department's sole and exclusive remedy for District failure to disclose Student Information pursuant to this Agreement shall be to serve District with a lawful and properly issued subpoena or court order for the desired Student Information.

B. Information Sharing by Police Department.

1. Subject to the parameters outlined in Iowa Code Section 232 including but not limited to the sealing of records under Iowa Code Section 232.150, Police Department may disclose to District the below (hereinafter collectively referred to in whole and/or in part as “Confidential Records”):
 - a. Official juvenile court records, as defined by Iowa Code 232.2(44), produced and/or maintained by Police Department, in cases alleging the commission of a delinquent act, as defined by Iowa Code 232.2(13), by a student enrolled in the District, unless those records have been sealed pursuant to Iowa Code 232.150;
 - b. Official juvenile court records, as defined by Iowa Code 232.2(44), produced and/or maintained by Police Department, in cases alleging the commission of a delinquent act that would be a forcible felony if committed by an adult, by a student enrolled in the District;
 - c. Police Department’s records and files concerning a child enrolled in the District who has been transferred under Iowa Code 803.6 to the juvenile court for the alleged commission of a public offense, provided, however, that the parameters related to use of confidential information in Iowa Code 22.7, Chapter 692, shall apply to Confidential Records transferred to District per this Agreement;
 - d. Records of an intake officer containing a dismissal of a complaint or an informal adjustment of a complaint if no petition is filed related to the complaint.
2. Police Department shall not be required to provide notice and/or seek and secure consent to release said Confidential Records from the named student’s lawful parent/guardian (if the student is a minor child) or from the named student (if the student is of majority age and/or an emancipated minor).
3. Police Department may release Confidential Records as defined herein to District without receipt of a lawfully-issued subpoena and/or court order.
4. Police Department shall have sole discretion to determine the records that can be released in accordance with the law. This decision shall not be appealable by the District. The District’s sole and exclusive remedy for Police Department’s failure to provide records pursuant to this Agreement shall be to serve Police Department with a lawful and properly issued subpoena or court order for the desired record.

C. Use of Disclosed Student Information and Confidential Records.

1. Student Information shared by District pursuant to this Agreement:
 - a. shall be used solely by Police Department for determining the programs and services appropriate to the needs of the juvenile or the juvenile’s family, or coordinating the delivery of programs and services to the juvenile or the juvenile’s family;
 - b. shall not be admissible in any court hearing(s) that take place prior to a disposition hearing, unless the Police Department first secures written consent from the relevant student’s parent, guardian, or legal or actual custodian;
2. Confidential Records shared by Police Department pursuant to this Agreement shall not be used as a basis for school disciplinary action against the student.
3. By affixing their signatures to this Agreement, the duly-authorized representatives of the District and City, through the Police Department, do certify that Student Information and Confidential Records shared pursuant to this Agreement shall remain confidential and shall not be shared with any other person, school, school district,

or agency unless otherwise provided by law.

4. The Parties shall store and process Confidential Records and/or Student Information received pursuant to this Agreement in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Confidential Records and/or Student Information from unauthorized access, disclosure, and use. Further, the Parties shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Each Party shall promptly notify the other in the event of a security or privacy incident that may impact the confidentiality of the information transmitted pursuant to this Agreement.
5. The Parties shall ensure that Information shared by either Party pursuant to this Agreement in its possession is destroyed or is securely transferred to the sending Party when the Data are no longer needed for their specified purpose.

ARTICLE II

TERM AND TERMINATION

- A. The initial term of this Agreement shall be for a period of one (1) year and shall begin on July 1, 2024. The Agreement shall renew automatically from year to year, unless the cancelling party provides notice as set out in this Agreement prior to the expiration of the initial term or extension.
- B. This Agreement may be terminated for any reason by either party without cause upon a thirty (30) day written notice to the other party. Either party may terminate this Agreement immediately for cause and/or if the relevant governing body revokes and/or alters its policy related to the interagency agreements in a manner that would prohibit compliance with this Agreement.

ARTICLE III

MISCELLANEOUS

- A. Each party shall be responsible and liable for the consequences of any act, failure to act, and/or negligence on the part of itself and/or its employees, agents, and/or assigns. Neither party, its officers, employees, agents, and/or assigns, shall be deemed to have assumed any liability for negligent or intentional acts of the other party or its officers, employees, agents, and/or assigns.
- B. The Parties shall cooperate and act in good faith in fulfilling the terms and conditions of this Agreement. If, due to unforeseen circumstances, issues arise and/or questions develop regarding the implementation and/or interpretation of this Agreement, the Parties shall negotiate in good faith to resolve those matters in keeping with this Agreement's public purpose.
- C. District shall adopt a policy implementing the provisions of this Agreement. Said policy shall include, but need not necessarily be limited to, the provisions of this Agreement and the procedures the District shall use to share Student Information with the Police Department. District shall annually publish said policy in District's student handbook.
- D. This Agreement constitutes the full understanding of the Parties, and no terms, conditions, understandings, and/or agreements purporting to modify and/or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both parties.
- E. This Agreement may be modified only by written agreement of the Parties.

- F.** This Agreement is by and between the Parties only. There shall not be any third-party beneficiaries to this Agreement.
- G.** 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.
- H.** In accordance with Iowa Code Chapter 28E, the District and City further state:
 - 1. There shall be no separate legal entity to conduct the joint or cooperative undertaking contemplated by this Agreement. The City, acting through the Police Department, shall act as administrator for purposes of Iowa Code Chapter 28E.
 - 2. No real or personal property shall be acquired or held jointly in the execution of this Agreement or the conduct contemplated hereby.
 - 3. Pursuant to Iowa Code Section 28E, the City shall file this Agreement with the Iowa Secretary of State, in an electronic format and in a manner specified by the Secretary of State. Any Amendment to this Agreement shall be filed with the Iowa Secretary of State pursuant to Iowa Code Section 28E.6.
- I.** Written notices related to this Agreement shall be sent to the addresses of the respective parties as set forth below:

Notices to the City shall be addressed to:

Chief of Police
Ankeny Police Department,
411 SW Ordnance Road
Ankeny, Iowa 50023

A copy shall be mailed to:

City Manager
City of Ankeny
410 W First Street
Ankeny, Iowa 50023

Notices to the District shall be addressed to:

Superintendent of Schools
Ankeny Community School District
406 SW School Street
Ankeny, Iowa 50023

If, during the term of this Agreement, the address of the above contact person changes, the relevant party shall notify the other of the new address.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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

ANKENY COMMUNITY SCHOOL DISTRICT

Katie Claeys
By: _____
Katie Claeys, President, Board of Education

Erick D. Pruitt
Attested by: _____
Dr. Erick Pruitt, Superintendent of Schools

Date: 6/17/2024 | 4:20 PM PDT

Date: 6/18/2024 | 7:44 AM PDT

CITY OF ANKENY

By:
Mark E. Holm, Mayor

Attested by:
City Clerk, City of Ankeny

Date: _____

Date: _____