

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

This Agreement is made and entered into on February 18, 2025, 2025 by and between the INDEPENDENCE COMMUNITY SCHOOL DISTRICT (hereinafter "ICSD") and the CITY OF INDEPENDENCE, INDEPENDENCE, IOWA (hereinafter "CITY").

WHEREAS, ICSD and the CITY share a mutual desire to provide law enforcement and related services to the schools in the Independence Community School District located within the communities of Independence, Rowley, and Brandon to help maintain a safe environment, which will promote the safety, health, and general welfare of the students and staff, including freedom from intimidation; and

WHEREAS, ICSD and the CITY recognize the need for a School Resource Program (hereinafter "the SRO Program") for ICSD and the need to have one School Resource Officer (hereinafter "SRO") to work solely with ICSD, not to be shared with any other school district, in order to provide a cooperative approach toward addressing the desires of both parties; and

WHEREAS, ICSD and the CITY recognize the benefits of the SRO program to the citizens of Independence Community School District and particularly to the students of ICSD; and

WHEREAS, ICSD and the CITY wish to develop guidelines that shall clarify each entity's roles and expectations and formalize the relationship between the participating entities to foster an efficient and cohesive SRO Program that will build a positive relationship between law enforcement officers, school staff, and the students; promote a safe and positive learning environment; and decrease the number of youth formally referred to the juvenile justice system; and

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 shall be electronically filed with the Iowa Secretary of State's Office upon execution, as required by law.

THEREFORE, ICSD and the CITY agree to the following terms:

## **ARTICLE I**

### **A. Purpose**

The purpose of this 28E Agreement is to formally establish the terms and conditions necessary to maintain an SRO Program for ICSD and for the CITY, with a City law enforcement officer to be assigned by the CITY's Chief of Police, in consultation with the City Manager and the ICSD Superintendent, to serve in the capacity of SRO, under and consistent with the terms of this Agreement. Except as otherwise provided herein, this 28E Agreement is not a contract which binds the CITY to provide any other services to ICSD. No special duty or duty to act is created by this Agreement.

### **B. Mission**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers, and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

### **C. Goals**

The goals of the SRO Program are the following:

- (1) To ensure a safe learning environment for all children and adults who enter the building.
- (2) To prevent and reduce potential harm related to incidents of school violence.
- (3) To foster a positive school climate based on respect for all children and adults in the school.
- (4) To create partnerships with behavioral health and other care providers in the community for student and family referral.

## **ARTICLE II**

This Agreement shall have an initial duration of three months and two years, and the SRO Program for ICSD shall run from April 1, 2025, until June 30, 2027. This agreement shall then automatically renew for subsequent periods of one year unless either party notifies the other before April 1<sup>st</sup> of the year in which they intend to terminate the agreement.

### **ARTICLE III**

#### **DUTIES OF THE CITY**

The CITY, through the Independence Police Department, agrees to provide the following:

##### **A. Selection of the SRO**

The CITY shall recruit employee candidates to serve in the SRO position. Administration from ICSD will be kept informed on the process and may participate in the selection process and make a recommendation to the CITY regarding candidates for the SRO position. Ultimately, because the SRO is an employee of the CITY, the CITY will make the final decision regarding the candidate to be hired and/or appointed to the SRO position. However, the candidate hired is still subject to the approval by ICSD's Board of Directors of the employee's assignment to work at ICSD.

The SRO should generally meet the following criteria:

1. A 2-year or 4-year college degree in a relevant field would be beneficial and preferred.
2. A minimum of 2 years of experience as a field police officer with experience with juvenile assignments is required.
3. Prior successful performance in the area of juvenile assignments is required.
4. Prior to beginning service as an SRO, the individual must complete the Basic School Resource Officer Course from the National Association of School Resource Officers at the expense of the CITY.

##### **B. Assignment of the SRO**

The CITY shall assign one regularly employed full-time officer to ICSD to act as an SRO for ICSD. This assignment shall be subject to the approval of ICSD's Board of Directors.

##### **C. Employment and Supervision**

1. The CITY shall, at all times, operate as the employer of the SRO, and the SRO shall, at all times, be an employee of the CITY. The SRO shall not be an employee or agent of ICSD. The CITY and ICSD acknowledge that the SRO is a law enforcement officer who shall endeavor to uphold the law under the direct supervision and control of the CITY. The SRO shall remain responsive to the chain of command of the CITY. Nothing herein shall be construed as giving ICSD the right to control the professional judgment or actions of the SRO. ICSD shall have the right to adjust hours as outlined in D. (1) below with notification to the SRO and the CITY.
2. The CITY shall be solely responsible for paying the SRO. The CITY shall provide and pay for all required employee benefits, withhold income tax and social security tax, and shall provide for the benefits required by Iowa Code

Chapter 411 for the SRO. The SRO shall not be entitled to participate in any benefit plans offered by ICSD.

3. The CITY shall be solely responsible for providing and paying for all required and/or recommended testing and/or training for the SRO. The CITY shall provide ICSD Superintendent with a schedule for testing and training of the SRO as early as possible before the beginning of each school year.
4. The CITY shall assign an individual to directly supervise the officer assigned to the SRO program (hereinafter "the SRO supervisor"). The CITY shall provide ICSD the name of the SRO supervisor no later than July 15 for each year of this Agreement and within thirty (30) days of any change in the SRO supervisor.
5. In addition to providing training and direction for the SRO, the SRO supervisor will serve as a liaison between the CITY and ICSD in order to resolve matters of mutual concern.
6. The ICSD shall assign an individual to act as the ICSD primary contact (hereinafter "the ICSD representative") with and/or for the SRO, and to be the primary contact for the SRO supervisor. The ICSD shall provide CITY the name of the ICSD representative no later than July 15 for each year of this Agreement and within thirty (30) days of any change in the ICSD representative.
7. The SRO supervisor, in consultation with a designated ICSD representative, will complete performance evaluations for the SRO during the first quarter of each year, and at any other times deemed necessary and/or appropriate. ICSD shall provide the CITY the name of the designated ICSD representative no later than January 1 for each year of this Agreement and whenever the designated ICSD representative changes. The SRO supervisor, however, shall be the final arbiter of all decisions with respect to said evaluation.
8. However, while in ICSD buildings or on ICSD grounds, the SRO will be further accountable to the building principal or his/her designee. The SRO will be expected to cooperate with the building principal and other ICSD officials. The SRO will be expected to respond to the reasonable request of ICSD officials. The SRO will be expected to follow all applicable ICSD policies and procedures.

#### **D. Regular Duty Hours of the School Resource Officer**

1. The SRO shall be assigned to ICSD school buildings and grounds on a full-time basis of eight (8) hours each day when school is in regular session. The SRO shall typically be on one of the ICSD campuses from ½ hour prior to the start of class until ½ hour after classes are dismissed, but has discretion to adjust starting and ending times to maintain a forty (40) hour work week. The SRO will occasionally receive adjusted hours by the Superintendent (or designee) of ICSD if evening

events and activities are taking place and the SRO is needed or if exceptional situations exist and the SRO is needed.

2. The SRO may be assigned, by the Superintendent or their representative with the same notification as outlined in C. (1), to ICSD school buildings and grounds as determined appropriate when school is not in regular session. Summer hours may be adjusted for evening or weekend activities or events. Summer hours may also entail work on curriculum, safety assessments, developing plans for the school year safety and active shooter training and leadership of such, and drills/practices with staff and students. The CITY may temporarily re-assign the SRO during school holidays and vacations, training activities, periods of police emergencies, and other occasions as agreed upon by the Superintendent or his/her designee and the CITY.
3. The CITY shall make every effort to temporarily assign a substitute Police Officer to cover the SRO's duties should the assigned SRO be unavailable for a period greater than one (1) day.

#### **E. Uniform, Equipment, and Vehicle of the Student Resource Officer**

The CITY shall supply all necessary and appropriate uniforms, equipment, vehicle(s), and vehicle equipment required by the SRO to perform his/her duties. All uniforms, equipment, vehicle(s), and vehicle equipment purchased by the CITY for the SRO to perform his or her duties shall be the property of the CITY. All equipment purchased by ICSD for use by the SRO will be the property of ICSD.

#### **F. Duties of the School Resource Officer**

The primary functions 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 ICSD and the CITY. Specific daily assignments to accomplish this function will vary by school building.

The SRO and the ICSD Superintendent or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. The basic responsibilities and duties of the SRO will be as outlined in the Standard Operating Procedure for School Resource Officers, including rules and regulations as established by and agreed to by the City Manager, Police Chief, and School Superintendent.

### **ARTICLE IV** **DUTIES OF THE INDEPENDENCE COMMUNITY SCHOOL DISTRICT**

The Independence Community School District, agrees to provide the following:

#### **A. Materials and Facilities**

ICSD shall provide the SRO with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

1. Access to an office equipped with air-conditioning, proper lighting, and a desk telephone that will be used for business purposes.
2. A location to store files and records which can be properly locked and secured.
3. A desk with drawers, a chair, work table, filing cabinet, office supplies, and a cell phone to use in the course of the SRO's duties. All office supplies, including a cell phone, provided by ICSD for the SRO shall be the property of ICSD. Therefore, upon termination of this Agreement, all equipment provided to the SRO by ICSD as a part of this Agreement shall be retained by ICSD. Use of the cell phone issued by ICSD shall be subject to their policies and procedures.
4. Access to a computer and/or secretarial support. SRO Computer shall be limited to use by the SRO, and shall be segregated from other Staff computers for ICSD. Any files worked on by the SRO shall also be segregated so they are readily available should discovery requests arise during any potential litigation.
5. Guidance with regard to any instruction or programming to be delivered or presented by the SRO.

### **ARTICLE V** **FINANCIAL CONSIDERATIONS**

The parties agree to the following regarding their financial obligations related to this Agreement:

#### **A. Employment of and Payment of Salary to School Resource Officer**

As outlined above, the CITY shall, at all times, operate as the employer of the SRO, and the SRO shall, at all times, be an employee of the CITY. As such, and as outlined above, the CITY shall be solely responsible for paying the SRO for any work performed in the SRO's role as an SRO.

#### **B. Reimbursement by ICSD to CITY**

For the duration of this Agreement, ICSD agrees to reimburse the CITY for hours spent by the SRO in service to ICSD. The parties agree that the annual salary and benefits cost for the SRO, effective April 1, 2025, shall be the same as a patrol officer for the CITY, including any applicable longevity, and that the CITY shall track and provide an hours statement with each quarterly invoice. ICSD shall only be responsible for the hours billed

to them via the CITY's payroll system.

The parties agree that if either the CITY or ICSD receive any grant funds that may be applied to the SRO position and/or this Agreement, said funds will be applied to the annual salary cost prior to reimbursement by ICSD and shall act to reduce the amount of the annual salary cost reimbursed by ICSD.

The CITY shall submit four (4) quarterly invoices to ICSD for payment of costs incurred. The CITY shall itemize the salary, taxes, and benefits paid on behalf of the employee by the CITY on each invoice. ICSD shall promptly pay each invoice, after any necessary Board approval.

The CITY and ICSD shall each maintain their own individual budgets with regard to their financial obligations under this agreement.

## **ARTICLE VI**

### **DISCIPLINE AND/OR REPLACEMENT OF THE SCHOOL RESOURCE OFFICER**

In the event that ICSD believes the SRO is not effectively performing his or her duties or that any other disciplinary action needs to be taken with regard to the SRO, the appropriate ICSD administrator or designee shall do the following:

1. Contact the SRO supervisor in order to provide the CITY with an opportunity to resolve the matter internally.
2. If the matter is not resolved in a reasonable amount of time, ICSD may provide a written request for disciplinary action to be imposed upon and/or the removal of the SRO to the SRO Supervisor. That request must provide a detailed reason or reasons supporting the request.
3. Upon receipt of ICSD's request, the CITY will consider the request and make a proposal regarding an appropriate response to the concerns outlined in the request. The CITY will provide the proposal to ICSD within a reasonable amount of time after receipt of the request.
4. If the parties cannot reach an agreement on the proposal to resolve the request provided by ICSD, the parties may attempt to mediate a resolution.
5. Additionally, as a resolution to the request, the CITY may reassign the SRO to another position within the CITY consistent with Department rules, regulations, and/or operations if determined to be in the best interest of the CITY to do so, after notification to ICSD.
6. In the event that the SRO is reassigned, resigns, or has a long absence, the CITY shall consult with ICSD to assign a temporary replacement for the SRO within one week of

receiving notice of the reassignment, resignation, or absence. The temporary employee may have a reduced set of job duties or responsibilities until appropriate SRO training has been achieved by the individual, if they do not already have said SRO training. The CITY will work jointly with ICSD to interview and select a permanent replacement as soon as practical and consistent with the procedures outlined in this Agreement.

Nothing in this Article affects the rights of either party to terminate this Agreement pursuant to the procedures outlined herein.

## **ARTICLE VII**

### **MISCELLANEOUS**

#### **A. Each Party Responsible for Their Own Acts**

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party will insure the actions of the other.

#### **B. Good Faith**

ICSD, the CITY, their agents, officers, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between ICSD and the CITY, or their designees.

#### **C. Insurance and Indemnification**

To the extent permitted by law, each party will indemnify and hold harmless the other party from and against any and all losses, costs, damages, claims, and expenses, including reasonable attorney's fees and expenses, occasional by or arising from the negligence or willful misconduct of itself and its agents, representatives, administrators, officers, deputies, and/or employees. Each party shall be responsible for the action or failure to take action by itself and its agenda, representatives, administrators, officers, and/or employees. Neither party shall insure the actions of the other party.

#### **D. Full Understanding**

This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both parties.

Further, this Agreement constitutes a final written expression of all of these terms of this Agreement and is a complete and exclusive statement of those terms.



#### **E. Modification of Agreement**

This Agreement shall not be modified except by written agreement signed by both parties.

#### **F. Termination of Agreement**

This Agreement may be terminated by either party, upon thirty (30) days written notice. In the event that this Agreement is terminated, compensation shall be made to the CITY for all services performed through the date of termination, under the terms set forth in this Agreement.

#### **G. Notices**

Any written notices as required in this Agreement shall be sent to the addresses of the respective parties as set out in this Agreement.

Notices for ICSD shall be delivered to:

Superintendent  
Independence Community School District  
1207 1<sup>st</sup> St. W.  
Independence, IA 50644

Notices for the City of Independence shall be delivered to:

City Manager  
City of Independence  
331 1<sup>st</sup> St. E.  
Independence, IA 50644

#### **H. Additional Provision Pursuant to Iowa Code Section 28E.6**

In accordance with Iowa Code Chapter 28E, ICSD and the CITY further state:

1. There shall be no separate legal entity to conduct the joint or cooperative undertaking contemplated by this Agreement. The CITY 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 of the SRO Program contemplated hereby. Rather, ICSD and the CITY shall each acquire, hold, and dispose of all real and personal property as elsewhere provided in this Agreement.
3. Pursuant to Iowa Code Section 28E.8, 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.

4. This Agreement is by and between the parties only. There are no third-party beneficiaries to this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

INDEPENDENCE COMMUNITY SCHOOL DISTRICT by:

Kimberly Hansen  
NAME

Board President  
TITLE

2/18/2025  
DATE

CITY OF INDEPENDENCE, IA by:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE