

RESOLUTION NO. 012 (2024/2025)

**A RESOLUTION TO ENTER INTO A 28E AGREEMENT WITH NEVADA
COMMUNITY SCHOOL DISTRICT FOR THE SCHOOL RESOURCE OFFICER
PROGRAM FOR THE THREE-YEAR PERIOD OF JULY 1, 2024 THROUGH JUNE 30,
2027**

WHEREAS, the Nevada Community School District (School District) desires to enter into this agreement with the City of Nevada, Iowa (City); and

WHEREAS, the City and School District share a desire to provide law enforcement and related services at the School District's public schools located within Nevada; and

WHEREAS, the City and School District have addressed the need for a School Resource Officer Program (SRO Program) for the School District; and

WHEREAS, the School District has agreed to reimburse the Nevada Police Department 50% of the annual salary and benefit cost of the police officers assigned to the SRO Position for services rendered during the school year; should the School District request the SRO work overtime hours, the School District will reimburse the City for 100% of the hourly rate; and

WHEREAS, the Nevada Community School District has submitted to the City of Nevada for its approval a proposed 28E Agreement concerning the matter, a copy of which is attached to the Resolution and incorporated herein as if set out in full; and

WHEREAS, it is in the best interest of the City of Nevada and the citizens thereof to enter into the proposed 28E Agreement with the Nevada Community School District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story County, Iowa, that the City of Nevada shall contract with the Nevada Community School District for School Resource Officer Program beginning July 1, 2024 and continuing through June 30, 2027. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 22nd day of July, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

**28E Agreement for School Resource Officer Program
By and Between
City of Nevada, Iowa And
Nevada Community School District**

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between THE NEVADA COMMUNITY SCHOOL DISTRICT, (hereinafter referred to as the "School District"), and THE CITY OF NEVADA, IOWA (hereinafter referred to as the "City").

WHEREAS: The School District and the City, share a mutual desire to provide law enforcement and related services at the School District's public schools located within Nevada to help maintain a healthy and safe school environment which will promote public health, safety and welfare; and

WHEREAS: The School District and the City have discerned the need for a School Resource Officer Program (hereafter "the SRO Program") for the public school system within Nevada as hereinafter described, in order to provide a cooperative approach toward addressing the desires of both parties; and

WHEREAS: The School District and the City recognize the benefits of the SRO Program to the citizens of Nevada, Iowa and particularly to the students and staff of the public schools within Nevada, Iowa; 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.

NOW, THEREFORE, the School District and City agree to the following terms and conditions:

Article I

Purpose

The purpose of this 28E Agreement is to establish the terms and conditions by which the City, through the Nevada Police Department ("Police Department") shall assign a police officer to serve at various School District locations as School Resource Officer ("SRO"). Except as otherwise provided in the Agreement, this 28E Agreement shall not in anyway, or by anyone, be deemed to be a contract by which the City provides services, professional or otherwise, to the School District. No special duty, or duty to act shall be deemed to be created by this Agreement.

Goals

The goals of the SRO Program are as follows:

1. Enhance student and staff safety and improve security of school campuses.
2. Prevent and respond to school-based crime.
3. Develop and promote positive relationships between students and law enforcement.
4. Provide assistance and support for victims of crime identified within the school setting.
5. Create an environment where all students feel safe and supported.

Article II

Duration

This Agreement will become effective upon the date it is executed by all of the parties. The term of this Agreement shall be for three (3) years commencing July 1, 2024, and will terminate on June 30, 2027 (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive periods of three (3) years (an "Automatic Renewal Term"), unless the Agreement is terminated at least sixty (60) days prior to the end of the then-current Automatic Renewal Term via resolution of either party.

Article III

Duties of the Police Department

The City shall provide through the Police Department an SRO as follows:

A. Assignment of School Resource Officer

The Police Department shall assign one (1) regularly employed police officer to serve as SRO in the Nevada Community School District. The SRO will primarily be assigned to the Nevada High School/Middle School location; however, the SRO will also be assigned to serve at Central Elementary.

B. Supervision

1. The Chief of Police or designee supervise the officer assigned to the SRO Program.
2. In addition to providing training and direction for the SRO, the Chief of Police will serve as a liaison between the Police Department and the School District administrators in order to resolve matters of mutual concern.
3. The Chief of Police, in consultation with the superintendent or its designee and the Schools' principals, will complete performance evaluations for the SRO annually. The Chief of Police, however, shall be the final arbiter of all decisions with respect to said evaluations.

C. Regular Duty Hours of School Resource Officer

The SRO shall be assigned to the School(s) on a full-time basis of eight (8) hours when the School(s) is (are) in regular session. The SRO may be temporarily re-assigned by the Police Department during such school holidays, vacations, training activities, staffing shortages, and periods of police emergencies or other occasions as are agreed upon by the superintendent or its designee of the School District and the Police Department, provided however, that the Police Department shall be the final arbiter of all such decisions.

In the event the SRO is re-assigned when school is in session due to staff shortages and police emergencies, the School District will receive a credit of .19% of the agreed upon cost for every full day missed. This credit would not be applied to days when the SRO is not at the school due to a benefit agreed upon under the Fair Labor Standards Act and the Union Contract. Examples of benefits include, but are not limited to, vacation time, sick time, and floating holiday hours.

Regular working hours may be adjusted on a situational basis with the approval of the Chief of Police, or its designee. These adjustments may be to attend School District-related events requiring the

presence of a law enforcement officer. Such adjustments shall be in accordance with the Fair Labor Standards Act and the Police Department's Bargaining Unit's contract with the City.

The SRO will be allowed to request and utilize their annual paid time off throughout the year, in accordance with City's policies and procedures. In the event the SRO takes paid time off during hours when school is in regular session, the City will provide a temporary SRO to perform the duties of the SRO during their absence.

D. Equipment of School Resource Officer

All equipment purchased by the Police Department for the SRO to perform his/her duty shall be property of the Police Department.

E. Duties of the School Resource Officer

1. The SRO may conduct such other non-law enforcement activities as agreed to by the principal and Chief of Police.
2. The SRO shall coordinate the SRO's activities directly with the principal and the Chief of Police.
3. Except as excused by other terms of this Agreement, the SRO shall make every effort to be present at the assigned School(s) during times of high activity, such as lunch and the beginning and end of the school day.
4. The SRO, in collaboration with the School District, shall assist with organizing, facilitating, and leading various safety drills for the students, faculty and staff at all school buildings, which shall occur on an annual basis.
5. The SRO shall provide training on various subjects to the faculty and staff of the School District as agreed upon by the superintendent, principal or designee. This shall include active shooter/intruder training provided to the faculty and staff at all school buildings and general professional development training on agreed-upon topics.
6. The SRO shall present instruction on various subjects to students as agreed upon by the principal, including life skills, substance misuse, traffic safety, basic understanding of the laws, the role of the police officer, and the police mission.
7. The SRO shall encourage individual and small group discussions with the students to further establish rapport with the students.
8. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the SRO Program.
9. The SRO shall be available for conference with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to police investigations, shall not be disclosed to anyone not a party to this 28E Agreement except as provided by law or court order.
10. The SRO shall become familiar with community agencies that offer assistance to youth and their families, such as mental health clinics, drug treatment centers, and the like. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty and staff of the school(s).

11. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.
12. The SRO may determine it is necessary to conduct formal police interviews with students for incidents that occur on or off School property. The SRO shall inform the principal or designee as soon as possible and prior to any such interviews. The SRO shall adhere to School Board policy, including the requirement to reasonably attempt to notify parents/guardians prior to interviewing any student and to allow parents/guardians to be present during the interview, unless emergency circumstances prevent such notification.
13. The SRO may take law enforcement action as is necessary as determined by the SRO in the exercise of the SRO's discretion as a law enforcement officer. When responding to warrants or arrests of students or parents/guardians, the SRO will make reasonable attempts to make arrests in private or off school property. If the SRO does take law enforcement action, the SRO shall make the principal aware of such action as soon as practical. If the use of force or an arrest becomes necessary, the SRO shall follow all applicable federal and state law, rules, and regulations and policies, as well as the requirements of this Agreement and the policies and procedures of the Police Department.
14. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary, provided said assistance is consistent with the terms of this Agreement.
15. The SRO shall, whenever possible and when approved by both parties, participate in and/or attend school functions. The Chief of Police may adjust the SRO's work hours as necessary to facilitate such attendance or participation. Overtime hours for additional school functions shall be subject to pre-approval by the Chief of Police.
16. The SRO may conduct criminal investigations related to the students attending the School for incidents directly related to the school and incidents not directly related to the school. As soon as practical, the SRO shall advise the principal or designee regarding an investigation.
17. The SRO shall maintain detailed and accurate records of his/her activities, and provide a written annual report to the Police Department and the Superintendent or its designee. This activity report shall be for statistical purposes only and will not contain any confidential arrest, intelligence, or student information.
18. The School District shall retain responsibility for disciplining students. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO, in collaboration with the School District, shall determine whether law enforcement action is appropriate.
19. The SRO's attire will primarily be an approved police uniform when on-duty as prescribed by the Chief of Police. Exceptions would be during special events or circumstances at which time the SRO may be expected to be in an alternative uniform or casual business attire. The SRO shall carry all standard law enforcement equipment (firearm, ammunition, less lethal weapons, handcuffs, etc.) in accordance with Police Department guidelines.
20. The SRO, as well as other members of the Police Department involved in the SRO program, shall work with the School District to receive ongoing training as needed.

21. The SRO shall perform other duties as mutually agreed upon by the superintendent or its designee, and the Chief of Police, provided however; the performance of such duties is reasonably related to the SRO Program as described in the Agreement and are consistent with the federal and state law, Police Department rules and regulations, and School District policies, rules, and regulations. The City, acting through the Police Department, shall meet with designated School personnel to resolve any and all questions arising under this paragraph.

Article IV

Duties of the School District

- A. The School District shall provide to the full time SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
 1. The SRO shall have exclusive access to an office, at their primary school assignment, that shall contain a secure safe (supplied by the City) to store a rifle and other equipment that may be needed in an emergency.
 2. A location for files and records which can be properly locked and secured.
 3. A desk with drawers, a chair, a work table, a filing cabinet, telephone, and miscellaneous office supplies.
 4. Access to a computer and/or secretarial assistance.
- B. The School District shall provide the SRO with guidance regarding the delivery of classroom instruction by the SRO.
- C. The School District will not involve the SRO in enforcing school rules and/or issuing school-level discipline.
- D. The superintendent or its designee or the principal may request the SRO take appropriate law enforcement action against intruders and unwanted guests who may appear at the School and related school functions, or in response to any other situation that appears to be a violation of criminal law or threat to public safety. Whether to take such action, and what that action may be, if any, will be determined by the SRO, in collaboration with the School District.
- E. The School District shall work with the Police Department and SRO to receive ongoing training as needed. The School District shall reimburse the registration cost of any such training. In the event training requires extended travel or hotel costs, the School District will reimburse the cost of travel and hotel. The training shall have prior approval from their School District and the City. The School District will not be responsible for any training costs associated with the SRO maintaining their certification as a law enforcement officer.
- F. Upon termination of this Agreement, the School District shall retain all desks, chairs, tables, filing cabinets, phones and all other School District property.

Article V

Financing the School Resource Office Program

The Nevada Community School District agrees to reimburse the Nevada Police Department 50% of the annual salary and benefit cost of the police officers assigned to the School Resource Officer position for services rendered during the school year and in accordance with the terms of this Agreement. Should the School District request the SRO work overtime hours, the School District will reimburse the city for 100% of the hourly rate.

The School District shall reimburse the City in the form of an annual payment for services provided from July 1st thru June 30th of each year, payment shall be made to the City by June 30th of the fiscal year the services were provided in, per the terms of this Agreement.

The School District and the City shall each maintain, within their own budgets, the appropriate allocation(s) for their respective financial obligations under this Agreement.

Article VI

Employment Status of the School Resource Officer

The SRO shall be at all times an employee of the City. The SRO shall not be an employee or agent of the School District. The School District and City acknowledge that the SRO is a police officer who shall endeavor to uphold the law under the direct supervision and control of the Police Department. The SRO shall remain responsive to the chain of command of the Police Department.

The City shall provide all required employee benefits, withhold income tax and social security tax and shall provide for the benefits required by Iowa Code Chapter 411 for each SRO. Nothing herein shall be construed as giving the School District the right to control the professional judgment or actions of the SRO.

Article VII

Selection and Replacement of School Resource Officer

The Police Department, in consultation with the School District administration, shall select an individual(s) from a list of interested and appropriately trained and qualified officers. The Police Department will make the final assignment to the position of SRO, subject to the approval of the School Administration.

In the event that the principal of the School where the SRO is assigned has reason to believe the SRO assigned to the School is not effectively performing his/her duties and responsibilities, the principal shall contact the Chief of Police. If the problem is not resolved in a reasonable amount of time, the principal shall recommend to the superintendent of the School District or its designee that the SRO be removed from the program at his/her school, and shall state the reasons therefor in writing. Within a reasonable amount time after receiving the recommendation from the principal, the superintendent, or its designee, shall advise the Chief of Police of the principal's request. If the Chief of Police so desires, he or a designee, along with a representative of the School District, shall meet with the SRO to try to mediate and/or resolve any problems, which may exist. If, within a reasonable amount of time, the problem cannot be resolved, the SRO shall be reassigned and a replacement shall be obtained.

- A. The Chief of Police may reassign a SRO based upon department rules, regulation and/or operations orders and when it is in the best interest of the citizens of the City of Nevada.

- B. In the event of the resignation or reassignment of the SRO, or in the case of long-term absences by a SRO, the Chief of Police, in consultation with the superintendent or its designee, shall provide a temporary replacement for the SRO within a reasonable time period after receiving notice of such absence, resignation or reassignment. As soon as practical a permanent replacement will be recommended. In the event a replacement SRO cannot be provided in a reasonable timeframe, the School District will be billed for all services performed up to the last day the SRO was assigned to the School and the School District will have no further financial obligation during the fiscal year.

Article IX

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.

Article X

Termination of Agreement

This Agreement may be terminated by either party upon sixty (60) days written notice. In the event this Agreement is terminated, compensation shall be made to the City for all services performed to the date of termination, to the extent specified in Article V.

Article XI

Good Faith

The School District, the City, their agents 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 the School District and the City, or their designees.

Article XII

Modification

This Agreement may only be modified by joint written agreement, signed by both parties.

Article XIII

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.

If intended for School District, notices shall be delivered to:

Nevada Community School District
Superintendent
825 15th Street
Nevada, IA 50201

If intended for the City, notices shall be delivered to:

Chief of Police
City of Nevada
1209 6th Street
Nevada, IA 50201

Article XIV

Agreement Constitutes Full Understanding and Final Written Expression

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.

Article XV

Additional Provisions (Iowa Code §28E.6)

In accordance with Iowa Code Chapter 28E, the School District and the City further state:

- A. 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.
- B. 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, the School District and the City shall each acquire, hold, and dispose of all real and personal property as elsewhere provided in this Agreement.

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

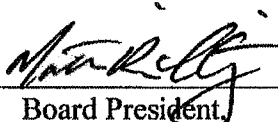
Article XVI


No Third-party Beneficiaries

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.

NEVADA COMMUNITY SCHOOL DISTRICT

By: 
Board President,
Marty Chitty

By: 
Superintendent,
Dr. Steve Gray

Date: 7/15/24

Date: 7/15/24

CITY OF NEVADA

By: _____
Mayor,
Brett Barker

Attest: _____
City Clerk,
Kerin Wright

Date: _____

Date: _____