

COUNCIL ACTION FORM

SUBJECT: AGREEMENT WITH AMES COMMUNITY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

BACKGROUND:

The Ames Community School District and the Ames Police Department have a long history of collaboration in support of a School Resource Officer (SRO). The School Resource Officer provides a point of contact for school staff on law enforcement issues; builds working relationships with students, staff, and parents; participates in education and problem-solving; and assists the rest of the Police Department and community on issues involving young people. The School Resource Officer is not a security officer for the schools, although he or she can advise on security matters and assist in training. The School Resource Officer also supports early intervention, diversion programs, and alternatives to traditional juvenile involvement in the criminal justice system.

In recognition of the benefits to both the school and the community, the school system and the Police Department proposed a second SRO as part of the FY 2019/20 budget. This would allow one SRO to be assigned to the High School and the second to be assigned to the Middle School. Assistance to the elementary schools would then be split between these two SROs.

The attached 28E agreement details the responsibilities, expectations, accountability, and general operating structure for the SRO program. This agreement also explains the cost and manner of payment. The Ames School District and the City of Ames split the cost for nine months during which the SRO is in the schools. During the summer months, the SROs are assigned duties determined by the Police Department; hence, the summer months are paid entirely by the City. Based on the agreement, of the \$241,512 cost for two School Resource Officers, the City will pay \$150,945 of this total and the School District will pay \$90,567. **The expenses associated with this program are included in the Ames Police Department FY 2019/20 budget.**

This agreement is for five years and is subject to extension.

ALTERNATIVES:

1. Authorize the Mayor to sign the 28E Agreement Between the Ames Community School District and the City of Ames for the School Resource Officer program.
2. Do not authorize the Mayor to sign the 28E Agreement.

MANAGER'S RECOMMENDED ACTION:

The Ames Community School District and the City have historically collaborated in supporting the School Resource Officer program. This collaboration has benefits to the students and families served by the schools, as well as the larger community.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

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

This Agreement for School Resource Officer Program (“Agreement”) by and between the AMES COMMUNITY SCHOOL DISTRICT, an Iowa school corporation organized and existing under the provisions of Iowa Code Chapter 274, (hereinafter referred to as “District”) and CITY OF AMES, IOWA, an Iowa municipal corporation organized and existing under the provisions of Iowa Code Chapter 362, (hereinafter referred to as “City”).

This Agreement is entered into pursuant to the provisions of Iowa Code Chapter 28E. This Agreement is between two public agencies for joint or cooperative action. Neither a separate legal or administrative entity, nor joint board, will be created for administration of this Agreement. The City’s Chief of Police or designee and the District’s Superintendent of Schools or designee shall be designated as the Administrators of this Agreement for purposes of Iowa Code Chapter 28E.

After execution of this Agreement by the District and the City, it shall be electronically filed with the Iowa Secretary of State as required by law. This Agreement shall be effective beginning July 1, 2019, and shall continue for an initial period of five (5) years unless terminated sooner as provided herein.

**ARTICLE I
General**

The parties share a mutual interest to maintain an atmosphere in the District schools where school staff and students have a safe learning environment. The School Resource Officer program presents a cooperative approach towards addressing various collaborative efforts to maximize student safety, performance, and wellbeing.

School Resource Officer programs are recognized nationally as programs that effectively establish positive working relationships between schools and law enforcement. The School Resource Officers (SROs) will assist school administrators by taking immediate action when law enforcement intervention is warranted. Additionally, the SROs will provide guidance and support in assisting school staff, students and parents with a variety of non-emergency law enforcement related matters.

Through relationship building, problem-solving efforts and cooperative efforts with school staff, students, parents, courts, the surrounding neighborhood, and the community’s social service organizations, the SRO program strives to assist the District with providing safe schools and a safe neighborhood environment. SROs will seek to assist students in learning the

consequences of their actions, while recognizing that the criminal justice system may not be the best alternative for all persons.

Selection

1. The SROs will be certified, non-probationary law enforcement officers who maintain at least the minimum qualifications required for employment as a law enforcement officer with the Ames Police Department. The typical term of service as SRO is five (5) years. Modifications to this term of service involve the police union contract, police policies, and police administration.
2. Selection of each SRO is completed by the Police Department with advisory input from District representatives. An advisory committee will be comprised of representatives from the District who will be appointed by the Superintendent and representatives from the Police Department and community who will be appointed by the Chief of Police. The Advisory Committee will make recommendations on each SRO selection to the Police Chief. The Police Chief will consider the committee's recommendations; however, selection of each SRO is within the sole discretion of the Police Chief.

Supervision and Program Assessment

1. The Ames Police Department shall assign a higher-ranking officer to supervise the officer(s) assigned to the SRO program.
2. In addition to providing direction for the SROs, the SRO supervisor will serve as a liaison between the District and City in order to resolve matters of mutual concern.
3. SROs, the school principal or designee, and, if desired, the SRO supervisor, will meet at the beginning of each school year to determine the goals of the SRO for each respective school. An assessment mechanism shall be developed jointly, in an effort to determine the effectiveness of the SRO program. End of year meetings may be held to determine progress and make adjustments as needed. The following areas, at a minimum, will be used to evaluate the program:
 - a. Success of established goals and objectives.
 - b. Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the school principal(s).
4. The Police Chief or designee, in consultation with the school principal or designee, will complete a performance evaluation of the SROs at the end of each school term. The District shall provide requested information and reports to facilitate this evaluation, which may include a recommendation to the Police Chief that the SRO not be assigned to that school the following year. The Police Chief will consider the evaluation and input of the District when assigning an officer to a building and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as an SRO is within the sole discretion of the Police Chief.

Assignment

1. It is anticipated that at least one (1) SRO will be assigned primarily for use at the High School and one (1) SRO will be assigned primarily for use at the Middle School.
2. The SROs shall be assigned to the schools on a full-time basis while those schools are in regular session. The SROs are considered by the City as “non-exempt” employees covered by the Fair Labor Standards Act and subject to it and the police union contract for compensation and pay. Duty hours shall not exceed the limitations of the police union contract and Fair Labor Standards Act requirements.
3. Regular working hours may be adjusted on a situational basis with the mutual approval of the Superintendent or designee, SRO supervisor, and SRO. These adjustments may be made to allow the SRO to attend school-related events requiring the presence of a law enforcement officer. Such adjustments will be in accordance with the Fair Labor Standards Act and police union contract. Overtime required for special events such as athletic functions or school board meetings shall be charged to the District. Requests for SRO presence at special meetings, events, or additional activities will be evaluated on a case-by-case basis with priority given to those situations most closely related to the core function of the SRO in the school. Requests of this nature should be made to the Police Chief. If investigative overtime is necessary, the Police Department shall be responsible.
4. The SROs may be temporarily reassigned by the City during school holidays or vacations and/or during times of emergencies. Such duty assignment will be under the direction of the SRO supervisor. At times when school is not in session, SROs may also be required to work youth-related police duty assignments when so directed by the SRO supervisor.
5. The SROs are expected to attend all training, meetings, and appointments assigned by the Police Department. It is recognized that some of these may conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The SROs shall strive to keep the school principal or designee informed about SROs absences and activities on a need to know basis.

ARTICLE II Duties and Responsibilities of School Resource Officers

1. The SROs shall develop friendly contact between the Police Department and the City’s youth.
2. The SROs shall enforce state laws and local ordinances and coordinate directly with the school principal or designee to provide security during school hours.
3. The SROs should be familiar with all law enforcement case information pertaining to schools, students and the neighborhood surrounding the campus. The SROs shall engage in effective problem solving and liaison with neighborhoods surrounding the schools, which may be affected by the conduct of students.

4. The SROs should facilitate and assist with law enforcement investigations involving victims, witnesses and suspects associated with the schools. The SROs shall assist in or provide effective alternatives to court whenever possible.
5. The SROs are police officers and not necessarily certified teachers, school administrators, or school counselors. The officers will assist the teachers with classroom presentations on relevant topics when requested and able. They will also work with families, individual students, and other school staff members with counseling and guidance efforts when requested and appropriate. The SROs shall further provide students with information regarding the roles of laws, courts, and police in society. Team work, partnerships, cooperation, and coordination between SROs, their supervisors, school administration and staff, and the surrounding neighborhoods are encouraged.
6. The SROs shall assist District officials in emergency planning and emergency safety and security assessments. The SROs shall also assist District officials with developing plans and strategies to prevent, minimize or respond to dangerous situations which may occur on campus or during school sponsored events. The SROs shall participate in multidisciplinary school safety teams.
7. The SROs will adhere to School Board policy to the extent that it does not conflict with state or federal law or the Police Department's rules and regulations. The SROs are governed by the rules, policies, shifts, schedules, procedures, and practices of the Ames Police Department and the City of Ames, under the Investigations Division commander and supervising sergeant.
8. The parties acknowledge that the SROs may from time to time acquire confidential information concerning the District, students, and others in the course of performing duties under this Agreement. It is agreed that such non-law enforcement information or records shall be kept confidential by the SROs in compliance with District policy, and federal, state, and local law.
9. The SROs are police officers assigned as uniform patrol officers of the Investigations Division of the Ames Police Department. As such, their primary responsibilities are to engage in relationship building and problem solving in the school environment. This may include investigating criminal cases involving students, maintaining order through the enforcement of local, state and federal laws, and enforcement of the school code of conduct for the purpose of maintaining a safe and effective learning environment in schools. As soon as practicable, the SROs shall make the principal or designee(s) of the school aware of such action. The SROs shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and school related functions, to the extent that the SROs may do so under the authority of law. Whenever practicable, the SROs should advise the principal or designee(s) of the intended action when requesting additional law enforcement assistance on campus.
10. In situations where an SRO becomes aware of a traumatic event (family member arrested, search warrant, domestic disturbance, etc.) that a student may have witnessed, the SRO shall

notify the school counselor of the event. The intent is to alert school officials that the student's participation in school, school testing, or other activities may be affected by this experience. This "Handle with Care" notification will not typically include the details of the event.

11. The SROs shall not act as a school disciplinarian and shall not take administrative action or levy sanctions on behalf of any District employee. However, if the principal or designee believes an incident is a violation of the law, the principal or designee may contact the SROs and the SROs shall then determine whether law enforcement action is appropriate. The SROs are not to be used for lunchroom duties, hall monitors, bus duties, or other monitoring duties. If there is a problem in one of these areas the SROs may assist the school until the problem is solved.
12. The SRO shall notify the building principal, SRO supervisor, and other SROs if they are sick or absent from the school building for one day or more.
13. The SROs shall perform other duties as mutually agreed upon by the school principals and the SRO supervisor so long as the performance of such duties is reasonably related to the SRO program as described in this Agreement and so long as such duties are consistent with Police Department rules and regulations.

ARTICLE III Rights and Duties of the District

The District shall provide to each full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

1. Access to a properly lighted private office equipped with a telephone to be used for general business purposes;
2. A location for files and records which can be properly locked and secured;
3. A desk with drawers, a chair, worktable, filing cabinet and office supplies;
4. Email and internet access; use of a District device to access student management systems such as "Infinite Campus."

ARTICLE IV Employment Status of School Resource Officer

SROs shall remain employees of the City and shall not be an employee of the District for any purpose. As the employer of the SROs, the City shall be responsible to recruit, hire, train, assign, supervise, evaluate, discipline, and/or discharge the SROs, and shall be responsible for payment of all wages and benefits due the SROs. The District and the City acknowledge that the SROs shall remain responsive to the chain of command of the Ames Police Department.

ARTICLE V
Financing of the School Resource Officer Program

The District will compensate the City for services provided under the SRO program. The District will split the SRO program expense with the City during the nine month school year. This expense will include equipment, such as the radio and vehicle, as well as training. Specialized SRO training is included in this estimate. Compensation during the summer months will be the responsibility of the City.

Fiscal Year 2019-2020	Cost Per Officer	City Share	District Share
Officer Salary and Benefits	\$111,404		
Equipment	\$991		
Vehicle	\$4,361		
Training	\$4,000		
Total for FY19-20*	\$120,756		
Total x 0.75 = Nine Month Cost*	\$90,567	\$45,283	\$45,283
Two SROs*		\$90,567	\$90,567

*Overtime cost, if it occurs, is in addition to the compensation listed above. Overtime will be billed to the District when officer(s) are requested at athletic, social, administrative, or other events outside of the regular work day. The SROs may occasionally flex hours to assist the District. The projected cost per officer will be recalculated each year to reflect updates to the budgeted cost of operations. Each party shall allow access to all records, documents and papers necessary for the financial auditing of the parties' transactions. Appropriate records, documents and papers necessary to conduct a financial audit shall be maintained a minimum of three (3) years.

ARTICLE VII
Duration and Termination of Agreement

The term of this Agreement shall be effective beginning July 1, 2019, and expire on June 30, 2024, unless renewed in writing by agreement of both parties or terminated as provided herein. Either party may terminate this Agreement upon written notice to the other party. In the event of termination, notice must be provided by January 1 of the year prior to the start of the academic year in which the termination may occur. For example, if notice is given on or before January 1, 2020, the SRO will be discontinued for the 2020/2021 school year. Upon termination of this Agreement, the District will retain all desks, chairs, tables, filing cabinets, provided technologies, access cards, building keys and other District property; the City will retain all motor vehicles, radios, cell phones, computers, cameras, storage safes and other City property.

ARTICLE VIII
Insurance and Indemnification

1. **Liability Insurance.** The City and the District shall each maintain Commercial General Liability insurance for protection of each, respectively, from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person or property arising from the performance of their obligations under this Agreement due directly or indirectly to the actions of the insured. Liability policies shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence.
2. **Municipal Fire & Police Retirement System of Iowa (MFPRSI)/Employer's Liability Insurance.** The City shall participate in the MFPRSI for the SROs as statutorily required by the State of Iowa and Employer's Liability insurance in amounts not less than \$100,000 per accident, per employee, per disease and \$500,000 in the aggregate.
3. **Other Insurance Provisions.** All required insurance shall be obtained from issuers or risk pools of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate(s) of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement. It is specifically agreed that the types and amounts of insurance specified above shall not limit or otherwise affect any party's obligation to indemnify and hold the other party harmless as provided by the indemnification provisions of this Agreement. The failure of any party to maintain the insurance coverage and limits required by this Agreement shall be considered a material breach of this Agreement. However, the failure of any party to declare another party to be in material breach shall not be deemed a waiver by the other party of the right to claim a material breach for a subsequent failure to maintain the required coverage or limits.
4. **Indemnification by District.** To the extent permitted by law, the District agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees, against all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury including death resulting directly or indirectly there from, arising from any acts or omissions of the District, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.
5. **Indemnification by City.** To the extent permitted by law, the City agrees to indemnify, defend, and hold harmless the District, its officers, agents, and employees, against all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury including death resulting directly or indirectly there from, arising from any acts or omissions of the City, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.

6. Waiver of Subrogation Rights. The City and the District each release the other from any claim for recovery for any loss or damages to any of its property that is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. The City and the District shall each waive and, to the extent allowed by law cause its insurance underwriter to waive, its rights of subrogation with respect to Workers' Compensation.
7. Claims. Each party shall notify the other party of any claim or any potential claim for bodily injury or property damage to another arising out of actions taken under this Agreement as soon as practical following knowledge of the claim or potential claim.

ARTICLE IX
Miscellaneous

1. Amendment. No amendment, modification, change or extension of this agreement shall be effective unless it is in writing and duly executed by the parties.
2. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns. However, neither party may assign this Agreement without the consent of the other party.
3. Severability. If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties to the full extent permitted by law.
4. Notices. All notices under this Agreement must be in writing and shall be deemed given when either personally delivered or when received by certified mail at the address below or at another address as designated by a party in writing.

Ames Community School District
Attention: Superintendent
2005 24th Street
Ames, Iowa 50010

Ames Police Department
Attention: Police Chief
515 Clark Avenue
PO Box 811
Ames, IA 50010

5. Supersedes. This Agreement supersedes all prior agreements between the District and the City purporting to establish and finance a School Resource Officer Program.
6. Execution of Documents. This agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have approved and caused the execution of the aforesaid agreement, to wit:

AMES COMMUNITY SCHOOL DISTRICT

By: _____
President, Board of Directors

Attest: _____
Secretary, Board of Directors

STATE OF IOWA, CITY OF AMES, ss:

On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the Ames Community School District Board President and Board Secretary, respectively, executing the foregoing instrument, that said instrument was signed on behalf of the District by authority of its Board; and that each of them as Board President and Board Secretary acknowledge the execution of the foregoing instrument to be the voluntary act and deed of the District, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF AMES, IOWA

By: _____
John A. Haila, Mayor

Attest: _____
Diane Voss, City Clerk

STATE OF IOWA, CITY OF AMES, ss:

On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of Ames, Iowa; and that the instrument was signed on behalf of Ames and that each of them acknowledge the execution of the instrument to be their voluntary act and deed and deed of the municipal corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa