



Document 2024 1113

Book 2024 Page 1113 Type 06 030 Pages 10
Date 5/23/2024 Time 11:23:42AM
Rec Amt \$52.00

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28 E Agreement

SRO

Type of Document

PREPARER INFORMATION: (name, address, phone number)

*Winterset Community School District
303 Wambold Drive
Winterset, Iowa 50273*

(515) 462-2718

TAXPAYER INFORMATION: (name and mailing address)

RETURN DOCUMENT TO: (name and mailing address)

*Justin Gross, Superintendent
WCSD
PO Box 30
Winterset, IA 50273*

GRANTOR: (name)

City of Winterset

GRANTEE: (name)

Winterset Community School District

LEGAL DESCRIPTION: (if applicable)

See page:

Document or instrument of associated documents previously recorded:
(if applicable)

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

THIS 28E AGREEMENT made and entered into this 13th day of May, 2024 by and between the WINTERSET COMMUNITY SCHOOL DISTRICT (hereinafter referred to as "District"), and the CITY OF WINTERSET, IOWA (hereinafter referred to as "City").

WHEREAS, the District is a public school corporation organized and existing under the laws of the State of Iowa, and is a public agency as defined in Iowa Code Chapter 28E;

WHEREAS, the City a public municipal corporation organized and existing under the laws of the State of Iowa, and is a public agency as defined in Iowa Code Chapter 28E;

WHEREAS, Iowa Code Chapter 28E authorizes public agencies to enter into agreements for joint or cooperative action;

WHEREAS, the City employs law enforcement officers capable of serving the District as a School Resource Officer ("SRO");

WHEREAS, the District desires to contract with the City to obtain the services of one or more officers to serve as an SRO in the District; and

WHEREAS, the City is willing to share the services of one or more officers with the District as set forth below; and

WHEREAS, the City and the District believe that an agreement pursuant to Iowa Code chapter 28E will be to their mutual advantage and benefit.

THEREFORE, in consideration of the mutual promises contained in this agreement, the City and the District agree as follows:

ARTICLE I

General

The parties share a mutual concern to maintain an atmosphere in the Winterset public schools where school staff and students feel free from intimidation. A School Resource Officer Program would present a cooperative approach toward addressing that concern.

School Resource Officer programs are recognized nationally as programs that effectively establish positive working relationships between the schools and the police department. The School Resource Officer (SRO) will assist school administrators by taking immediate action when police intervention is

warranted. Additionally, the SRO will provide guidance and support in assisting school staff, students and parents with a variety of non-emergency police-related matters.

Term

After execution of the Agreement by the District and the City, it shall be filed in the office of the Secretary of State and the office of the Recorder of Madison County, Iowa. This Agreement shall be effective when executed and recorded as set forth above and shall continue for a period of five years. This Agreement may be renewed after the five-year period unless terminated or modified as herein provided.

Administration

It is understood that this Agreement is between two independent public agencies and that no separate legal or administrative entity or joint board shall be created under this Agreement. The Winterset Chief of Police shall be the administrator of this Agreement for purposes of Iowa Code chapter 28E.6.

Selection

1. SRO will be a Certified School Resource Officer and Sworn Police Officer hired and employed by the Winterset Police Department.
2. The Chief of Police of the Winterset Police Department shall select the police officer for the assignment as SRO in consultation with and subject to the approval of the Superintendent of Schools.

Supervision

1. The Winterset Police Chief or designee shall supervise the officer assigned to the School Resource Officer program.
2. In addition to providing training and direction for the SRO, the Police Chief or designee will serve as a liaison between the Police Department and the School Superintendent and/or building principals, in order to resolve matters of mutual concern.
3. The Winterset Police Chief or designee, in consultation with the District's Superintendent will complete a performance evaluation for the SRO during May of each year.
4. The Winterset Police Department will provide a properly marked police motor vehicle assigned full-time to the SRO for their duties.
5. A current copy of the Police Bargaining Unit's contract will be provided to the WCSD. Updated copies will be provided in the event of a new contract, contract updates or changes.

ASSIGNMENT

1. The SRO will be assigned to schools cooperatively by the District and the Police Department. A total of one (1) SRO will be assigned to the District for use in the following schools:
 - a) Winterset High School, Winterset Junior High School, Winterset Middle School, Winterset Elementary School, and school grounds or property.
2. The SRO shall be assigned to the schools on a full-time basis during those hours that school is in regular session. The SRO shall be on campus from 7:45am until 3:45pm but has the discretion to flex these starting and ending times to maintain a 40-hour workweek. During their daily tour of duty, the SRO may be off campus performing such tasks as may be required by the assignments.
3. Regular working hours may be adjusted on a situational basis with the approval of the Police Chief or designee. The SRO, or another officer, may attend special activities and events at the request of the District. Such requests from the District are preferred to be flexed into the SRO schedule, but may be classified as overtime for the SRO or the other officer when approved by the Police Chief and Superintendent. Any overtime for special events shall be paid by the District directly to the City of Winterset. Such adjustments will be in accordance with the Fair Labor Standards Act and the Police Bargaining Unit's contract with the City.
4. The Chief of Police, SRO, and Superintendent will meet prior to the start of the school year to designate required special event attendance for the SRO. These events may be staffed by other officers if the SRO is unavailable, with the approval of the Chief of Police and the Superintendent.
5. The SRO will resume regular policing duties with the police department during school holidays and vacation and/or during times of police emergency.

ARTICLE II

Duties and Responsibilities of School Resource Officer

1. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make a principal or the school aware of such action. At the request of a principal, or their designee, the SRO shall take appropriate law enforcement action against intruders and unwanted guest who may appear at the school and school-related functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO should advise the principal before requesting additional police assistance on campus.
2. The SRO will coordinate directly with each building Principal on a regular basis.
3. The SRO shall, when possible be present at the school during times when the student activity level is high, such as the beginning and end of the school day and during the lunch period.
4. The SRO shall, when possible be familiar with the police case information pertaining to schools, students and the neighborhood surrounding the campus.

5. The SRO shall facilitate and assist with police investigations involving victims, witnesses and suspects associated with the school.
6. The SRO shall act as an instructor for specialized law enforcement or public safety related short-term programs when invited to do so a principal or teacher, and when approved by a principal. The SRO will give the principals or teachers a description of the curriculum prior to the program to ensure the course stays within District guidelines and to provide improvement of the course. The SRO has the ability to refuse a request to teach or instruct, if the topic is outside the law enforcement purview or expertise of the SRO. The SRO must consult with the Police Chief or designee prior to refusing the request.
7. The SRO will engage in individual and small group discussions about law enforcement related matters with students, faculty and parents.
8. The SRO will be available for conferences with students, parents and faculty members in order to assist them with problems of law enforcement or in matters of crime prevention. Disclosure of information obtained during SRO activities shall be in accordance with federal, state and local laws.
9. Whenever possible and within scheduling constraints, the SRO will attend meetings of the District's Board of Education at the end of each academic quarter or other meetings when requested to do so by the Superintendent or Board of Education.
10. The SRO, principal, counselors, and principals of the school building shall confer when appropriate to develop plans and strategies to provide for counseling of at-risk students and those students who present a problem.
11. The SRO shall assist the District in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on campus or during school sponsored events.
12. The SRO will adhere to school board policy, police policy and legal requirements while conducting formal police activities with students. Winterset Police Department policies shall supersede school board policy while conducting police activities.
13. When necessary, the SRO shall give assistance to other police officers in matters regarding their school assignment.
14. The SRO will become familiar with community agencies that offer assistance to youth and their families such as, mental health clinics, drug treatment centers and protective shelters. However, the SRO will make no referral to such agencies without previous consultation with the school administration.
15. The SRO shall not act as a school disciplinarian. However, if a principal believes an incident is a violation of the law, a principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.

16. The SRO will work in uniform attire when on duty as prescribed by the Chief of Police. The SRO shall carry a regulation sidearm in accordance with Department Guidelines.
17. The SRO shall perform other duties as mutually agreed upon by a principal and the Police Chief or designee, so long as the performance of such duties are reasonably related to the SRO program as described in this Agreement and so long as such duties are consistent with the Winterset Police Department rules and regulations.
18. The SRO shall not utilize their position for personal advancement or preference and shall conduct their self in such a manner to bring credit to the Winterset Police Department and District.

ARTICLE III

Responsibilities of the District

The 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. Access to a properly lighted private office equipped with a telephone to be used for general business purposes.
2. Access to a computer connected to the District's network for school related business. This computer will also have access to the school district's building security system(s).
3. A school email address, to be used for school related business.
4. A desk with drawers, a chair, work table, lockable filing cabinet and office supplies.

ARTICLE IV

Employment Status of School Resource Officer

1. The School Resource Officer shall remain an employee of the Winterset Police Department and shall not be an employee of the District. The District and the Police acknowledge that the School Resource Officer shall remain responsive to the chain of command of the Winterset Police Department.

ARTICLE V

Resolution of Disagreement with the School Resource Officer

1. In the event a principal of the schools can establish that the SRO is not effectively performing their duties and responsibilities, that Principal shall first attempt to remedy the issues with the SRO.

2. If the disagreement, or perceived poor performance cannot be remedied between that Principal and SRO, that Principal will notify the Superintendent, who will arrange a meeting with the Chief of Police to discuss the actions and/or performance of the SRO.
3. The Superintendent may recommend additional trainings or removal of the SRO from the school; however, the Chief of Police will make the final determination.
4. If the Superintendent disagrees with the Chief of Police's decision, the Superintendent may request a meeting with the Chief of Police and City Administrator for further mediation.
 - a) At any such meeting, the SRO and/or specified members of the staff of the school to which the SRO is assigned may be required to be present.
5. The Winterset Police Chief may reassign an SRO based upon Departmental policies.
6. In the event of a vacancy in the position of SRO, or in the case of long-term absence by an SRO. The Police Chief or designee will consult with the Superintendent to jointly resolve the vacancy situation.

ARTICLE VI

Financing of the School Resource Officer Program

The City will prepare the budget for the program on a yearly basis and provide a copy of the Proposed SRO budget to the District on or before December 31st of the year proceeding the budget year.

The District agrees to pay \$46,000 to the City of Winterset for the School Resource Officer Program during year one (1) of this agreement. This constitutes 41.42% of the current cost of the SRO's salary, fringe, and benefits paid by the City. The amount of the District's payment will be determined in Years 2-5 based on the following cost sharing agreement for the salary, fringe, and benefits paid to the SRO by the City:

Year	Payment (in \$)	City Share	District Share
2024-2025	\$46,000	48.58%	41.42%
2025-2026	TBD	55%	45%
2026-2027	TBD	51%	49%
2027-2028	TBD	51%	49%
2028-2029	TBD	51%	49%

Annual increases in cost toward this agreement will be as follows. The agreed upon monetary amounts for the cost sharing regarding trainings, uniforms, vehicles expenses, and teaching materials will be a 50% split are outlined in Appendix A.

The City will bill the District annually and as necessary for the actual costs of the program not to exceed the agreed amount budgeted. The agreed upon amounts for the costs sharing is itemized in Appendix A.

Financing of the SRO Program may be subject to change with mutual agreeance between the WPD and WCSD.

ARTICLE VII

Termination of the Agreement

The Agreement may be terminated for any reason by either party upon a ninety (90) day written notification to the other party. Upon termination of the Agreement each party shall retain equipment and supplies as contributed in this agreement or otherwise.

ARTICLE VIII

General Provisions

COMPLIANCE. Each party agrees that it will comply with all federal, state, and local laws and regulations applicable to its performance under this Agreement.

STATUS OF PARTIES. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall either party be liable for the debts or obligations of the other party.

NOTICES. All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

TO DISTRICT: Winterset Community School District
Attn: Superintendent
P.O. Box 30
Winterset, IA 50273

TO CITY: City of Winterset
Attn: City Administrator
124 W Court Ave
Winterset, IA 50273

FORUM/LAW. The parties consent to the jurisdiction of the Madison County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement shall be governed by Iowa law.

SEVERABILITY. If any provision of this Agreement shall be held illegal or invalid, the illegality or invalidity of such provision shall not affect any of the remaining provisions, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

WAIVER. The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

FORCE MAJEURE. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement if such party is prevented from doing so by reason of events beyond the reasonable control of the party.

ASSIGNMENT. Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assignees.

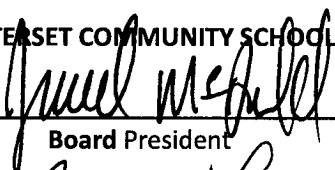
NO THIRD PARTY BENEFICIARIES. This Agreement is entered into by and between the parties hereto for their benefit. There is no intent by any party to create, imply, or establish a third party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party shall have any right to enforce any benefit created or established under this Agreement.

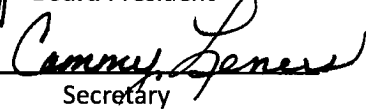
ENTIRE AGREEMENT. This Agreement supersedes all previous agreements, amendments, arrangements, and understandings between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

AMENDMENTS. This Agreement may be amended by a written instrument approved and executed by the District and the City and filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8.

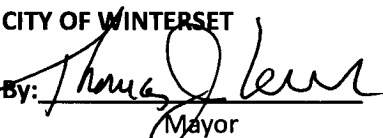
IN WITNESS WHEREOF, this Agreement has been approved by appropriate action and duly executed by the parties on the dates written below.

WINTERSET COMMUNITY SCHOOL DISTRICT

By: 
Board President

Attest: 
Secretary

CITY OF WINTERSET

By: 
Mayor

Attest: 
City Clerk

APPENDIX A

Itemized Cost Sharing YEAR 1					
	WCSD	%	WPD	%	TOTAL
Salary, Fringe & Benefits	\$46,000.00	41.42%	\$65,057.20	58.58%	\$111,057.20
Overtime (school related):		100%	\$0.00	0%	
SRO Training/update	\$200.00	50%	\$200.00	50%	\$400.00
Uniforms	\$250.00	50%	\$250.00	50%	\$500.00
Vehicle Expenses		50%		50%	0
Logo/Patch creation	\$300.00	50%	\$300.00	50%	\$600.00
Teaching Materials	\$200.00	50%	\$200.00	50%	\$400.00
Total	\$46,950.00		\$ 66,007.20		\$112,957.20
Itemized Cost Sharing YEAR 2					
	WCSD	%	WPD	%	TOTAL
Salary (<i>estimated</i>)	\$52,236.94	45.00%	\$63,845.14	55.00%	\$116,082.08
Overtime (school related):		100%		0%	
SRO Training/update	\$200.00	50%	\$200.00	50%	\$400.00
Uniforms	\$250.00	50%	\$250.00	50%	\$500.00
Vehicle Expenses		50%		50%	0
Teaching Materials	\$200.00	50%	\$200.00	50%	\$400.00
Total	\$52,886.94		\$64,495.14		\$117,382.08
Itemized Cost Sharing YEAR 3					
	WCSD	%	WPD	%	TOTAL
Salary		49%		51%	
Overtime (school related):		100%		0%	
SRO Training/update	\$200.00	50%	\$200.00	50%	\$400.00
Uniforms	\$250.00	50%	\$250.00	50%	\$500.00
Vehicle Expenses		50%		50%	
Teaching Materials	\$200.00	50%	\$200.00	50%	\$400.00
Total	\$650		\$650.00		\$1,300.00
Itemized Cost Sharing YEAR 4					
	WCSD	%	WPD	%	TOTAL
Salary		49%		51%	
Overtime (school related):		100%		0%	
SRO Training/update	\$200	50%	\$200	50%	\$400
Uniforms	\$250	50%	\$250	50%	\$500
Vehicle Expenses		50%		50%	
Teaching Materials	\$200.00	50%	\$200.00	50%	\$400.00
Total	\$650		\$650.00		\$1,300.00
Itemized Cost Sharing YEAR 5					
	WCSD	%	WPD	%	TOTAL
Salary		49%		51%	
Overtime (school related):		100%		0%	
SRO Training/update	\$200	50%	\$200	50%	\$400
Uniforms	\$250	50%	\$250	50%	\$500
Vehicle Expenses		50%		50%	
Teaching Materials	\$200.00	50%	\$200.00	50%	\$400.00
Total	\$650		\$650.00		\$1,300.00