

**28E AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM BETWEEN  
LINN-MAR SCHOOL DISTRICT AND THE CITY OF MARION, IOWA**

THIS AGREEMENT, is made and entered into on \_\_\_\_\_, 2020 by and between LINN-MAR SCHOOL DISTRICT (hereinafter referred to as “Linn-Mar”) and THE CITY OF MARION, IOWA (hereinafter referred to as “the City”).

WHEREAS, Linn-Mar and the City share a mutual desire to provide law enforcement and related services to the schools in the Marion Independent School District located within the City of Marion 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, Linn-Mar and the City have in the past utilized a School Resource Officer, shared between Linn-Mar and the Marion Independent School District to provide the services necessary to achieve goals associated with the above-described mutual desire; and

WHEREAS, Linn-Mar and the City recognize the need to continue a School Resource Program for Linn-Mar and the need to have one School Resource Officer (hereinafter “SRO”) to work solely with Linn-Mar, not to be shared with any other school district; and

WHEREAS, Linn-Mar and the City recognize the benefits of the SRO program to the citizens of Marion, Iowa and particularly to the students of Linn-Mar; 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, Linn-Mar and the City agree to the following terms:

**ARTICLE I**

**PURPOSE**

The purpose of this 28E Agreement is to formally establish the terms and conditions necessary to continue a School Resource Program for Linn-Mar and for the City acting by and through the Marion Police Department (hereinafter “the Police Department”) shall assign an SRO to serve in the Linn-Mar schools and not in any other school district. Except as otherwise provided in this agreement, this 28E agreement is not a contract which binds the City to provide any other services to Linn-Mar. No special duty or duty act is created by this Agreement.

## ARTICLE II

### DURATION

The duration of this agreement shall be for two years, and the SRO Program for Linn-Mar shall run from July 1, 2022 through June 30, 2024.

## ARTICLE III

### DUTIES OF THE CITY OF MARION AND THE MARION POLICE DEPARTMENT

The City, acting by and through the Marion Police Department shall provide an SRO as follows:

#### A. Assignment of the SRO

The Police Department shall assign one regularly employed police officer to Linn-Mar to act as an SRO for Linn-Mar.

#### B. Supervision

1. The Police Department shall assign one full-time employee to supervise the officer assigned to the SRO program.
2. In addition to providing training and direction for the SRO, the SRO supervisor will serve as a liaison between the Police Department and Linn-Mar administrators in order to resolve matters of mutual concern.
3. The SRO supervisor, in consultation with a designated representative from Linn-Mar, will complete performance evaluations for the SRO during May of each year. The identity of the designated representative shall be communicated to the SRO supervisor at the commencement of the contract term and any changes to this representative shall be communicated to the SRO supervisor as soon as the new representative is identified. The SRO supervisor, however, shall be the final arbiter of all decisions with respect to said evaluations.

C. Regular Duty Hours of the Student Resource Officer

The SRO shall be assigned to the Linn-Mar Schools 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 Linn-Mar 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 be temporarily re-assigned by the Police Department during the following regularly scheduled school holidays:

1. *Winter Break*
2. *Summer Break*

In addition, the SRO may be temporarily reassigned by the Police Department during other school holidays and vacations, training periods, police emergencies, or other occasions, as agreed upon between Linn-Mar and the Department, with the understanding that the Police Department shall be the final arbiter of all such decisions.

Regular working hours may be adjusted on a situational basis, with the approval of the SRO supervisor or his/her designee. These adjustments may be to attend Linn-Mar-related events for which the presence of a law enforcement officer is required or desirable. Such adjustments shall be in accordance with the Fair Labor Standards Act and the Police Department's Bargaining Unit's contract with the City.

D. Equipment of Student Resource Officer

All equipment purchased by the Police Department for the SRO to perform his or her duties shall be the property of the Police Department. All equipment purchased by Linn-Mar for use by the SRO will be the property of Linn-Mar.

E. Duties of the Student Resource Officer

1. The SRO may provide instruction for specialized short-term programs at the Linn-Mar schools when a member of the school administration or staff has invited the officer to do so and the program has been approved by the SRO supervisor.
2. The SRO shall coordinate his/her non-law enforcement activities with the Linn-Mar administration or the principal or a faculty member of the school or schools concerned and shall seek permission, advice, and guidance from the proper Linn-Mar administrators or staff prior to enacting any programs within the school/s to ensure all programs stay within the School District policies and guidelines.

3. The SRO shall coordinate directly with the building principals or their designees and the SRO supervisor.
4. Except as excused by other terms of this agreement or with the consent of the SRO supervisor, the SRO shall be present at the assigned Linn-Mar school during times of high activity, such as the beginning and end of each school day and lunch periods.
5. The SRO shall make presentations and provide instruction on various subjects to students such as a basic understanding of the laws, the roles of police officers, and the police mission.
6. The SRO shall encourage individual and small group discussions with students to establish rapport with the students.
7. When requested by a principal or other administrator, the SRO shall attend parent/faculty meetings to encourage support and understanding of the SRO program.
8. The SRO shall be available for conferences with students, parents, and faculty members in order to address and assist with problems of a law enforcement or crime prevention nature. The SRO shall not disclose confidential information obtained pursuant to a police investigation except as provided by law or a court order.
9. The SRO shall become familiar with community agencies that offer assistance to students and their families, including, but not limited to, mental health and substance abuse treatment facilities. The SRO shall act as a resource officer to the students, families, faculty, and staff and shall make referrals to these agencies as needed.
10. The SRO shall work with the administration and faculty of Linn-Mar to develop plans and strategies to prevent and/or minimize the threat of harm that may result from student unrest.
11. The SRO shall adhere to school board policy, police policy, and all Federal, State, and local laws, should it become necessary for the SRO to conduct interviews with students.
12. The SRO shall take law enforcement action as necessary. The SRO should make the principal of the corresponding school and the SRO supervisor aware of such action as soon as possible. At a principal's request, the SRO shall take appropriate law enforcement action against intruders or unwanted guests who may appear at a school or school function, to the extent permitted by law. The SRO shall advise the principal of any additional police presence or assistance on campus after the incident or as time allows.

13. The SRO shall cooperate and give assistance to other law enforcement officers (both from the Marion Police Department and from other agencies) and government agencies in matters regarding his or her school assignments whenever the need arises.
14. The SRO shall attend and participate in Linn-Mar activities when possible and when approved by both the SRO Supervisor or designee and the Linn-Mar administration or designee.
15. The SRO may conduct investigations relating to Linn-Mar students, staff, or assigned facilities. The SRO shall inform the appropriate Linn-Mar administrator or principal as soon as possible, with a strong preference to informing Linn-Mar prior to the commencement of any investigation.
16. The SRO shall maintain detailed and accurate records of his/her activities, and provide a report to the Department and to Linn-Mar administration each semester. This report shall be for statistical purposes and shall not include confidential information relating to any investigation, arrest, intelligence, or student information.
17. The SRO shall collaborate with Linn-Mar to collect data on time spent on select activities and perception data from students, staff, and if applicable, parents.
18. The SRO shall not act as a disciplinarian. All disciplinary responsibility shall be retained by Linn-Mar. However, in the event Linn-Mar believes that there has been a violation of the law, the SRO may be contacted, and the SRO shall work with the SRO supervisor to determine whether law enforcement action is appropriate.
19. The SRO shall work in Department uniform respective of Department policies. The attire for each activity shall be prescribed by the SRO supervisor. There may be exceptions during special events or circumstances during which the SRO would be expected to be in uniform. The SRO shall carry a regulation sidearm in accordance with the Marion Police Department guidelines.
20. The SRO shall perform other duties as mutually agreed upon by the parties. However, the performance of any such duties should be reasonably related to the SRO Program as described in this agreement and shall be consistent with federal, state, and local laws, Police Department rules and regulations, and Linn-Mar policies, rules, and regulations. The City, acting through the Police Department, shall meet with designated Linn-Mar personnel to resolve any and all questions arising under this paragraph.

### ARTICLE III

#### RIGHTS AND DUTIES OF THE LINN-MAR SCHOOL DISTRICT

Linn-Mar shall provide the full time 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 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, and office supplies to use in the course of the SRO's duties.
4. Access to a computer and/or secretarial support.

Linn-Mar shall provide guidance to the SRO with regard to any instruction or programming to be delivered or presented by the SRO.

Upon termination of this agreement, all equipment provided to the SRO by Linn-Mar as a part of this agreement shall be retained by Linn-Mar.

### ARTICLE IV

#### FINANCING THE SCHOOL RESOURCE OFFICER PROGRAM

The cost of the SRO position for the first two years, or initial duration of this agreement, shall be allocated as follows:

1. SRO Salary: Linn-Mar agrees that it will pay one half of the salary for an officer earning starting pay:
  - a. The salary for an officer earning starting pay is \$87,520. Linn-Mar shall pay one half (1/2) of a starting salary in the amount of \$43,760 per year.
  - b. The Police Department shall submit four (4) quarterly invoices to Linn-Mar for payment of this amount. Linn-Mar shall promptly pay each invoice.

- c. The salary amount shown above includes the benefits which are paid to all Marion Police Officers.
2. SRO Hiring, Training, and Equipment: The City of Marion agrees to pay for the following items associated with the SRO for Linn-Mar:
  - a. The City, through the Marion Police Department, shall provide a vehicle and all vehicle equipment for the SRO to use in completing his/her duties as an SRO for Linn-Mar.
  - b. The City, through the Marion Police Department, shall provide the SRO with all necessary uniforms and personal equipment.
  - c. The City, through the Marion Police Department and Civil Service Commission, shall bear the costs associated with hiring, testing, and training the SRO.

The City and Linn-Mar shall each maintain their own individual budgets with regard to their financial obligations under this agreement.

## **ARTICLE V**

### **EMPLOYMENT STATUS OF THE SCHOOL RESOURCE OFFICER**

The SRO shall remain an employee of the City and shall not be an employee of Linn-Mar. Linn-Mar and the City acknowledge that the SRO is a police officer who shall uphold the law under the direct supervision and control of the Police Department. The SRO shall remain responsive to the Police Department's chain of command.

The SRO shall be entitled to the same benefits he or she would otherwise be entitled to through his or her employment with the Police Department, and shall not participate in any benefits plan offered by Linn-Mar. The City shall be responsible for the withholding of any income tax.

Nothing in this agreement or in any other understanding reached by the parties shall be construed as giving Linn-Mar the right to control the professional judgment or conduct of the SRO.

## **ARTICLE VI**

## ASSIGNMENT OF THE STUDENT RESOURCE OFFICER

The Police Department shall be responsible for the selection, hiring, and training of a new SRO officer to assign to Linn-Mar.

## ARTICLE VII

### REPLACEMENT OF THE STUDENT RESOURCE OFFICER

In the event that Linn-Mar has any reason to believe that 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 Linn-Mar administrator or designee shall do the following:

1. Contact the SRO supervisor in order to provide the Police Department with an opportunity to resolve the matter internally.
2. If the matter is not resolved in a reasonable amount of time, Linn-Mar may provide a written request for the removal of the officer to the Chief of Police and the SRO supervisor. That request must provide a detailed reason or reasons that the request is being made.
3. The parties may attempt to mediate a resolution, but ultimately if it is determined by the Chief of Police to be appropriate resolution, the officer shall be reassigned and a replacement SRO shall be obtained and assigned to Linn-Mar.

The Chief of Police may reassign the SRO officer based on Police Department rules, regulations, and/or operations order and when it is in the best interest of the Citizen of Marion to do so.

In the event that the SRO is reassigned, resigns, or has a long absence, the Chief of Police shall consult with Linn-Mar to assign a temporary replacement for the SRO within one week of receiving notice of the reassignment, resignation, or absence. The Police Department will provide a permanent replacement as soon as practical.

## ARTICLE VIII

### 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, occasioned by or arising from the negligence or willful misconduct of itself and its agents, representatives, administrators, officers, and/or employees. Each party shall be responsible for the action or failure to take action by itself and its agents, representatives, administrators, officers, and/or employees. Neither party shall insure the actions of the other party.

## **ARTILCE IX**

### **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 Article IV of this Agreement.

## **ARTICLE X**

### **GOOD FAITH**

Linn-Mar, 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 Linn-Mar and the City, or their designees.

## **ARTICLE XI**

### **MODIFICATION**

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

## **ARTICLE XII**

### **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 Linn-Mar shall be delivered to:

*(Superintendent)*  
Linn-Mar Community School District  
2999 10<sup>th</sup> Street  
Marion, IA 52302

Notices for the City shall be delivered to:

*(SRO Supervisor)*  
Marion Police Department  
6315 US-151  
Marion, IA 52302

## **ARTICLE XIII**

### **ENTIRE AGREEMENT**

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

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

## **ARTICLE XIV**

## ADDITIONAL PROVISIONS RELATING TO IOWA CODE SECTION 28E.6

In accordance with Iowa Code Section 28E.6, Linn-Mar and the City further state:

- A. This Agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking of Linn-Mar and the City for the SRO project. The City, acting through the Police department shall act as administrator for purposes of Iowa Code Section 28E.6(1)(a)
- B. No real or personal property shall be jointly acquired, held, or disposed of in the execution of this agreement or the conduct of the SRO Program. Each party shall acquire, hold, and dispose of real property as otherwise provided in this agreement.
- C. 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 XV

### 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.

LINN-MAR SCHOOL DISTRICT by:

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Date

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THE CITY OF MARION IOWA by:

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Date

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