

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

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, (hereinafter referred to as the “School District”), and THE CITY OF CEDAR RAPIDS, 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 Cedar Rapids 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 Cedar Rapids 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 potential benefits of the SRO Program to the citizens of Cedar Rapids, Iowa and particularly to the students and staff of the public schools within Cedar Rapids, 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 Cedar Rapids 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. Create an environment where all students feel safe and supported.
2. Instill in all students and staff a sense of belonging.
3. Educate and teach students about appropriate behaviors and responses through a restorative and trauma informed lens.

Article II

Duration

This Agreement will become effective upon the last date it is executed by one of the parties hereto as shown below. The term of this Agreement is agreed to have commenced on July 1, 2021, and will terminate on June 30, 2022.

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 regularly employed police officer to each of the following schools: Jefferson High School, Kennedy High School, Washington High School, Polk Alternative Education Center, and Metro High School (hereinafter referred to individually as "School" and collectively as the "Schools"), with the understanding that they may need to support other schools to address specific needs occasionally. Two additional CRPD officers will be non-school specific SRO's for the 2021-22 school year. These two positions shall coordinate with school principals and district administration to serve CRCSD elementary and middle schools.

B. Supervision

1. The Police Department shall assign at least one employee to supervise the officers assigned to the SRO Program.
2. In addition to providing training and direction for the SROs, the SRO supervisor will serve as a liaison between the Police Department and the School District administrators in order to resolve matters of mutual concern.
3. The SRO supervisor, in consultation with the superintendent or its designee and the Schools' principals, will complete performance evaluations for each SRO during November of each year. The SRO supervisor, 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 shall be on campus from ½ hour prior to the start of class until ½ hour after classes are dismissed, but has discretion to adjust these starting and ending times to maintain a 40-hour workweek. The SRO may be temporarily re-assigned by the Police Department during such school holidays, vacations, training activities, 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.

Regular working hours may be adjusted on a situational basis with the approval of the SRO supervisor, 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.

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.
2. The SRO shall coordinate the SRO's activities directly with the principal and the SRO supervisor.
3. Except as excused by other terms of this Agreement, the SRO shall be present at the assigned School 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 "lock down" drills for the students, faculty and staff at all school buildings, which shall occur twice per school year.
5. The SRO shall provide training on various subjects to the faculty and staff of the School District as agreed upon by the superintendent or its designee. This shall include "run, hide, and fight" training provided annually to the faculty and staff at all school buildings and general professional development training on agreed-upon topics provided quarterly to the faculty and staff at the school buildings the SRO serves.
6. The SRO shall present instruction on various subjects to students as agreed upon by the principal, including a basic understanding of the laws, the role of the police officer, and the police mission. This shall include incorporating and supporting "Habitudes" instruction, a social emotional learning curriculum, for all high school students.
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 youths 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 School property or are directly related to the School. 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. For each such interview, the SRO should document in Infinite Campus either a minimum of three (3) attempts to contact a student's parents/guardians prior to proceeding with any interview or the emergency circumstances that exist requiring an interview without 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, except that the SRO will divert first offense violations whenever possible to the School District to focus on a restorative response. When responding to warrants or arrests of students or parents/guardians, the SRO will make reasonable attempts to arrest 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. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus. 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 rules and regulations 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 SRO supervisor 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 SRO supervisor.
16. The SRO may conduct investigations related to the students attending the School only for incidents that occur on School property or are 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 monthly 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 SRO, in collaboration with the School District, will collect data on all referrals to law enforcement, including police calls, criminal charges, and arrests, in school-related incidents. This data will include whether the contact was a general law enforcement referral, a police call, a criminal charge, or an arrest; the referral source (i.e., administrator, staff member, student, etc.); whether the student was charged with a crime; the category of the crime charged, as applicable; and student demographic information for both suspect and victim data. This data will be compiled in a statistical report format and provided to the School District on a monthly basis. The SRO and the School District will review this information and assess whether the parties are meeting the quantitative outcomes of success identified by the parties.

19. The School District, in collaboration with the SRO, will collect data on time spent on select activities and perception data from parents, students, and staff.
20. 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.
21. The SRO will work in “soft uniform” attire when on duty as prescribed by the SRO supervisor. Exceptions would be during special events or circumstances at which time the SRO may be expected to be in uniform or casual business attire. The SRO shall carry a regulation sidearm, one additional magazine, and one set of handcuffs in accordance with Police Department guidelines.
22. 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 regarding the following topics: restorative disciplinary practices, intercultural development inventory and continuum, de-escalation strategies (Crisis Prevention Intervention), trauma-informed care, and other topics as mutually agreed upon.
23. The SRO shall perform other duties as mutually agreed upon by the superintendent or its designee, and the SRO supervisor, 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. Access to an air-conditioned and properly lighted office, equipped with a telephone that may 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, a work table, a filing cabinet, and 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 will notify all students in buildings with SROs of a student's right when interacting with the SRO and law enforcement generally. The School District will prepare materials to provide to students, and will ask the Police Department to review and provide feedback on these materials.
- F. The School District shall work with the Police Department and SRO to receive ongoing training regarding the following topics: restorative disciplinary practices, intercultural development inventory and continuum, de-escalation strategies (Crisis Prevention Intervention), trauma-informed care, and other topics as mutually agreed upon.
- G. 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 cost of each SRO position is calculated at \$138,697.00 for FY 2022 annually. There are seven (7) positions to be funded over the term of the Agreement, for a total of \$970,879. The term of the Agreement is twelve (12) months beginning on July 1, 2021, and ending on June 30, 2022. The School District shall be responsible for and shall reimburse the City fifty percent (50%) of the total cost for all SRO positions, which calculates to \$485,439.50. The School District shall reimburse the City in the form of monthly payments at a rate of \$40,453.29 per month for July 1, 2021 thru June 30, 2022, for 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

Assignment of School Resource Officer

The Police Department and the School District administration shall select an individual(s) to recommend to the School Board from a list of interested and appropriately trained and qualified officers. The School District shall have the right to not accept the recommendation of an assignment of an officer; however, the School District

shall not unreasonably exercise this right and will only do so after meeting with the officer's supervisor to discuss the School District's concerns regarding that officer. The Police Department will make the final assignment to the position(s) of SRO subject to the approval of the School Board.

Article VIII

Replacement of School Resource Officer

- A. 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 SRO's supervisor. 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 SRO supervisor and 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.
- B. 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 Cedar Rapids.
- C. 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 one (1) school day of receiving notice of such absence, resignation or reassignment. As soon as practical a permanent replacement will be recommended.

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 thirty (30) 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 IV.

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:

Cedar Rapids Community School District
Superintendent
2500 Edgewood Road NW
Cedar Rapids, IA 52405

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

Police Chief
City of Cedar Rapids
505 1st Street SW
Cedar Rapids, IA 52404

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.
- 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 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.

**THE SCHOOL BOARD OF
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

By: _____
 President,
 Cedar Rapids Community
 School District, School Board

By: _____
 Superintendent,
 Cedar Rapids Community
 School District

Date: _____

Date: _____

CITY OF CEDAR RAPIDS

By: _____
 City Manager,
 Jeff Pomeranz

Attest: _____
 Amy Stevenson
 City Clerk

Date: _____

Date: _____