

★ Roll Call Number

Agenda Item Number

62

Date June 22, 2009

RESOLUTION APPROVING 28E AGREEMENT BETWEEN THE DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT AND THE CITY OF DES MOINES, IOWA FOR THE SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, the City of Des Moines and the Des Moines Independent Community School District share a mutual concern to maintain an atmosphere in the Des Moines Public Schools where school staff and students feel free from intimidation; and

WHEREAS, the proposed 28E Agreement continues in the School Resource Officer Program from July 1, 2009 through June 30, 2015; and

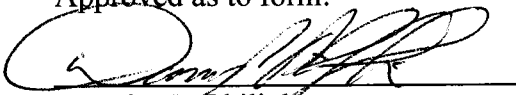
WHEREAS, the proposed 28E Agreement is in the best interests of both parties,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the attached 28E Agreement is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to sign the Agreement on behalf of the City and the City Clerk is directed to file the Agreement with the Secretary of State and the Polk County Recorder after the Agreement is fully executed.

(Council Letter Number 09-433 attached)

Moved by _____ to adopt

Approved as to form:



Douglas P. Philip
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLASSIS				
TOTAL				

MOTION CARRIED APPROVED

Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

City Clerk

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

THIS AGREEMENT made and entered into this 1 of July, 2009, by and between the DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT (hereinafter referred to as "District") and the CITY OF DES MOINES, IOWA (hereinafter referred to as "City").

This agreement is entered into pursuant to the provisions of Chapter 28E, Code of Iowa (2003).

After execution of this 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 Polk County, Iowa. This Agreement shall be effective when executed and recorded as set forth above and shall continue for an initial period of six years unless sooner terminated as provided herein.

It is understood that this Agreement is between two public agencies and that a separate legal or administrative entity will not be created under this Agreement. The Police Major commanding the Patrol Services Bureau shall be the Administrator of this Agreement.

**ARTICLE I
General**

The parties share a mutual concern to maintain an atmosphere in the Des Moines 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.

Selection

1. SROs will be police officers and senior police officers.
2. The Chief of Police or designee shall select the police officers or senior police officers for assignment as SROs in consultation with and subject to the approval of executive director of middle and high school programs or his/her designee.

Supervision

1. The Des Moines Police Department shall assign one full-time police sergeant to supervise the officers assigned to the School Resource Officer 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 Des Moines Public School administrators in order to resolve matters of mutual concern.
3. The SRO supervisor, in consultation with the school principal, will complete performance evaluations for each SRO during May of each year.

Assignment

1. SROs will be assigned to schools cooperatively by the Des Moines Public Schools and the Des Moines Police Department. A total of two (2) SROs will be assigned to the district for use in the District's middle schools. A total of six (6) SROs will be assigned to the District for use in the following high schools:

East High School
 Hoover High School
 Lincoln High School
 North High School
 Roosevelt High School
 Central Campus

2. Each of the six (6) high school SROs shall be assigned to a school on a full-time basis during those hours that the school is in session. The SRO shall be on campus from ½ hour prior to the start of class until ½ hour after classes are dismissed. During their

daily tour of duty, the SRO may be off campus performing such tasks as may be required by their assignments.

The two (2) middle school SROs shall respond to calls at all ten middle school buildings, as necessary. Each of the two (2) SROs will be assigned to five middle school buildings. When not responding to calls, the SROs shall work with administrators and students in the various assigned buildings on a flexible and as-needed/directed basis.

- 3. Regular working hours may be adjusted on a situational basis with the approval of the SRO supervisor. These adjustments may be 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 the Police Bargaining Unit's contract with the City.
- 4. The SRO may be temporarily reassigned by the police department during school holidays and vacations and/or during times of police emergency.
- 5. Vacation time in excess of five days must be taken during school vacation or holiday breaks. Vacation time or compensatory time not in excess of five days may be taken during the school year with the approval of the SRO supervisor.

ARTICLE II

Duties and Responsibilities of School Resource Officers

- 1. The SRO will coordinate directly with the school principal or designated vice principal.
- 2. The SRO should be present at the school during times of high activity such as the beginning and end of the school day and during the lunch period.
- 3. The SRO should be familiar with the police case information pertaining to schools, students, and the neighborhood surrounding the campus.
- 4. The SRO should facilitate and assist with police investigations involving victims, witnesses and suspects associated with the school.
- 5. The SRO shall act as an instructor for specialized law enforcement or public safety related short-term programs at the high schools when invited to do so by the principal.

6. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on campus or during school sponsored events.
7. The SRO will adhere to School Board policy which does not conflict with police policy and legal requirements.
8. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO 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 SRO may do so under the authority of law. Whenever practicable, the SRO should advise the principal before requesting additional police assistance on campus.
9. 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. Confidential information obtained pursuant to Iowa Code Chapter 232 or in proceedings relating to juveniles shall not be disclosed except as provided by law or court order.
10. When necessary, the SRO shall give assistance to other police officers in matters regarding his/her school assignment. however, the SRO will not be available to conduct investigations extraneous to his/her assigned SRO responsibilities for the sake of convenience or expediency without prior approval from his/her police supervisor.
11. By mutual agreement between the principal and the SRO supervisor the SRO will, in accordance with established overtime procedures as limited by the overtime budget, participate in and/or attend school functions.
12. 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 referrals to such agencies without previous consultation with the school administration.
13. 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 shall then determine whether law enforcement action is appropriate. School Resource Officers 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 SRO may assist the school until the problems is solved.

14. The SROs will work in business or uniform attire when on duty as prescribed by the Chief of Police or his designee. Exceptions would be during special events or circumstances at which time the SRO may be expected to be in uniform. The SRO shall carry a regulation sidearm in accordance with Department General Order 86-1, Section 1.1.6.
15. The SRO shall perform other duties as mutually agreed upon by the principal 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 Des Moines Police Department rules and regulations.

ARTICLE III

Rights and Duties of the District

The District shall provide to the full time SRO of each school 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, work table, filing cabinet and office supplies.
4. Access to a computer and/or secretarial assistance.

ARTICLE IV

Employment Status of School Resource Officer

School Resource Officers shall remain employees of the Des Moines Police Department and shall not be employees of the District. The District and the Police acknowledge that the School Resource Officers shall remain responsive to the chain of command of the Des Moines Police Department.

ARTICLE V

Replacement of School Resource Officer

1. In the event the principal of the school to which the SRO is assigned can establish that the SRO is not effectively performing his/her duties and responsibilities, the principal shall consult with the SRO and the SRO supervisor. If the situation is not resolved, the principal shall recommend to the Executive Director if the Department of Middle and High School Programs that the SRO be removed from the program at his/her school and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Executive Director or designee shall advise the Administrator of the principal's request. If the Administrator so desires, the Executive Director and Administrator, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, the SRO supervisor and/or specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Police Department, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
2. The Chief of Police may reassign a SRO based upon Departmental policies.
3. In the event of a vacancy in the position of SRO, or in the case of long-term absence by an SRO, the SRO supervisor will consult with the principal of the school and the Executive Director to jointly resolve the vacancy situation.

ARTICLE VI

Financing of the School Resource Officer Program

The City shall prepare the budget for the SRO Program on a yearly basis and provide a copy of the proposed budget to the District on or before February 15 of the year immediately proceeding each budget year. The City and the District must approve the budget each year. The City and the District will share the costs of the program for the current nine positions as provided in the budget as follows:

Fiscal Year	City's Share	District's Share
2010	40%	60%
2011	40%	60%

2012	40%	60%
2013	40%	60%
2014	40%	60%
2015	40%	60%

The City and the District shall share equally in any funds received by either of them from sources other than the City and the District, including without limitation state and federal grants, which are designated for use by or for the SRO Program.

If the District wishes to add positions to the program, the District will pay one hundred percent (100%) of the costs of the additional positions.

ARTICLE VII

Termination of Agreement

The term of this Agreement shall begin on July 1, 2009 and expire on June 30, 2015, provided, however, that this Agreement may be terminated after June 30, 2012, by either party upon a one-year written notification to the other party. By mutual agreement the notification period may be less than one year. Upon termination of this Agreement (a) the District will retain all desks, chairs, tables, filing cabinets, and other District property, and (b) the City will retain all motor vehicles, radios, cell phones, computers, cameras, and other City property.

ARTICLE VIII

Amendments

This Agreement may only be modified by written mutual agreement to amend.

ARTICLE IX

Indemnification

The District agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees, against any and all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability from property damage and personal injury, including death resulting directly or indirectly therefrom, arising from any acts or omissions of the District either active or passive, or those of its agents, employees, assigned, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities under this Agreement.

The City agrees to indemnify, defend, and hold harmless the District, its officers, agents, and employees, against any and 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 therefrom, arising from any acts or omissions of the City, either active or passive, or those of its agencies, employees, assigns, or any other persons acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.

DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT

CITY OF DES MOINES, IOWA

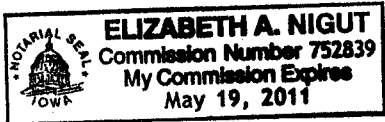
By: *Minnie Strong*
_____, Board President

By: _____
T. M. Franklin Cownie, Mayor

Attest: _____
Diane Rauh, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On this 2nd day of June, 2009, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared *Minnie Strong*, to me personally known, who being by me duly sworn, did say that he/she is the Des Moines Independent Community School District Board President executing the foregoing instrument, that said instrument was signed on behalf of the District by authority of its Board; and that he/she as President acknowledges the execution of the foregoing instrument to be the voluntary act and deed of the District, by it and by him/her voluntarily executed.



Elizabeth A. Nigut
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. M. Franklin Cownie and Diane Rauh, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa; that the seal affixed to the foregoing

instrument is the corporate seal of said municipality, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the resolution and Roll Call No. _____ adopted by the City Council on the _____ day of _____, 2009, and that T. M. Franklin Cownie and Diane Rauh acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the municipal corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

Approved as to form:



Douglas Philip, Assistant City Attorney