

June 6, 2014

To: Mayor Bemrich and City Council
From: Tim Carmody, Chief of Police
Subject: School Resource Officer 28E Agreement



ACTION: For Vote Monday, June 23, 2014

Brief History

The Fort Dodge Police Department has had a presence in our local school community for many years. Throughout my career I have seen the value of developing critical relationships with students, staff and administration. As was discussed at the United Way/Community Foundation Appreciation Luncheon, "Our children are 20 percent of the population, but they are 100 percent of our future." That rings so true in our schools and the relationships we begin by having a presence in them. Based upon that view we realigned staff approximately four years ago and assigned Sgt. Chuck Guthrie as the full time School Resource Officer (SRO). The return on that investment was seen almost immediately. School administration had a ready resource to turn to bridge the gap between administrative issues and law violations. Additionally, students had another positive role model – one they could turn to and one that would help build the relationship they would have as they grew to adults in our community. He was setting a clear foundation. At that time our department absorbed all the costs of having an officer in our schools full time.

Analysis of Issue

Over the last three years the role and responsibilities of our SRO(s) have changed significantly. As the relationships grew our Patrol staff relied upon the SRO to handle the vast majority of juvenile law violations – in and out of the schools. Because of the SRO's connections within the schools they had the ability to readily access resources and maintain established relationships in all level of our local schools – moving much more efficiently through an investigation or administrative process than any of our patrol staff could in the same situation. Our SRO became even more valuable. At the beginning of this school year we recognized another expanding role. The Fort Dodge Community School District had built a brand new middle school into which they planned to merge over 1,100 students from the two retired buildings. That merger and the development of new school staff created new challenges and new opportunities. The

demands of the SRO at the High School and in the county-wide School Safety Committee limited their ability to truly invest the necessary time to develop the opportunities at the new middle school. Rather than lose that chance we temporarily shifted an officer from the Patrol Division to the SRO program. At the close of this school year we look back on that decision with pride in the successes it produced. We have repeatedly received compliments and thanks from administration, staff and students because of that investment. Again, the costs of this added value were absorbed by the department.

In speaking with peer chiefs from similar size communities I found that all were receiving some, if not significant, reimbursement from their partner school districts for full time SRO positions. Looking at the impact of the looming budget changes we recognized that it was the appropriate time to update the financial relationship. Fort Dodge Community School Superintendent Doug Van Zyl and his staff were extremely open and supportive of maintaining the SRO program – including the second SRO. The Fort Dodge Community School Board was also very supportive of keeping the SRO's and to help share the costs of the program. Over the past few months I researched similar partnerships in other cities of our size, worked with Mr. Fierke, Mr. Nemmers, the Fort Dodge Community School Board, Superintendent and Finance Director to draft a Memorandum of Understanding (28E) to define the partnership and financial cost sharing. The final product allows us to sustain the SRO program with two officers at an initial cost savings to the City of \$55,000 in the first year. In the second year the District will increase its commitment by \$7,000 per year for the second SRO until they reach the same level of pay as the first SRO. Again, this allows the District to ease into the financial partnership all while allowing us to maintain and strengthen our partnership. I see this as another great example of the collaboration between our department and community partners to sustain existing programs or to establish new ventures – investing precious tax dollars as wisely as possible.

Budget Impact

In the first fiscal year of the 28E agreement, July 1, 2014, the City will save \$55,000 from the General Fund Budget line. Beginning July 1, 2015 the Fort Dodge Community School District will increase its commitment by \$7,000 per year for the second SRO. The amount for the second SRO will continue to increase until it matches the same level of pay as the first SRO.

Strategic Plan Impact

This investment and partnership increases our foothold in crime prevention with our community schools. It is also a significant investment in our future by developing relationships with future citizen's, leaders and business partners – our children.

Comprehensive Plan Impact

N/A

Subcommittee or Commission Review / Recommendation

N/A

Staff Conclusions / Recommendations

It is the recommendation of staff to approve the 28E agreement between the City of Fort Dodge and the Fort Dodge Community School District. The Fort Dodge Community School District Board has already approved and signed the agreement.

Implementation and Accountability

Upon approval I will work with staff to coordinate and carry out the 28E agreement as written.

Signed

Approved

Tim Carmody
Chief of Police



David R. Fierke
City Manager



Fort Dodge Police Department



AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM

This Agreement for School Resource Officer Program (“Agreement”) is made and entered into as of the 1st day of July, 2014, by and between the Fort Dodge Community School District in the County of Webster, State of Iowa (“District”), an Iowa school corporation, and the City of Fort Dodge, Iowa (“City”), an Iowa municipal corporation:

ARTICLE I: AUTHORITY

Section 1. Authority for Joint Agreement. This Agreement is executed pursuant to Chapter 28E of the Code of Iowa.

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

This Agreement shall be filed in the Office of the Iowa Secretary of State as required by law.

ARTICLE II: PURPOSE

Section 1. Purpose. The purpose of this Agreement is to establish a working relationship between the District and City law enforcement authorities in order to deal with circumstances where immediate law enforcement intervention is necessary and to deal with other law enforcement related issues such as truancy and its prevention, delinquency and its prevention, school rule violation and its prevention, and similar issues. This Agreement is also designed to enhance the relationship between the school, law enforcement, students, parents, and the community by creating a resource and advocacy team and establish a liaison between the District and its staff, City law enforcement authorities, and various service providers to deal with issues common to the District and law enforcement.

ARTICLE III: ADMINISTRATION

Section 1. Collaborative Administration. The Superintendent of Schools or designee and the Chief of Police or designee shall collaborate on administering and implementing this Agreement.

Section 2. Finance/Budget. Funding for the school resource officer program shall be established through a combined effort by the District and the City.

The budget process shall be completed and funding shall be approved by the District and the City by December 31st of each year that this Agreement is in effect and shall incorporate grant funding, if any, that is available to the District and/or the City.

The manner of funding the school resource officer program and implementing the budget established under this Agreement shall be as follows:

- A. Funding through grants available to the District and/or to the City shall be applied towards the amount collaboratively budgeted for the program as permitted by the terms of such grants.
- B. First School Resource Officer (“SRO”): The District shall provide \$55,000 for the first School Resource Officer (“SRO”) assigned to the program starting July 1, 2014. Starting July 1, 2015, the District shall increase the initial \$55,000 by two percent (2%). The District shall increase their payment by two percent 2% over the prior year for each subsequent year of this Agreement. The City shall provide the remaining salary and benefit costs for the first SRO assigned to the program.
- C. Second School Resource Officer (“SRO”): Beginning July 1, 2014, the City shall provide a second SRO assigned to the program. The District shall provide \$7,000 beginning July 1, 2015, for the second SRO assigned to the program. The District agrees to increase their portion of the second SRO’s salary and benefits by \$7,000 per year until the District’s payment for the second SRO is equal to the first SRO as described in paragraph 2.B. above. The annual 2% cost of living adjustment referenced in Article III, Section 2, paragraph B will also apply each year in addition to the \$7,000 increase. The City agrees to provide the remaining salary and benefits for the second SRO.
- D. Third or Additional School Resource Officer (“SRO”): Beginning July 1st of the year any additional SRO is assigned to the program as agreed by the parties, the District agrees to provide an additional \$7,000 for the first year. The District agrees to increase their portion of the additional SRO’s salary and benefits by \$7,000 per year until the District’s payments for the additional SRO is equal to the first SRO as described in paragraph 2.B. above. The City agrees to provide the remaining salary and benefits for each additional SRO. The annual 2% cost of living adjustment referenced in Article III, Section 2, paragraph B will also apply each year in addition to the \$7,000 increase.
- E. The remaining budgeted amount after applying any grants shall be funded by the District and the City, as described above.
- F. The District shall reimburse the City monthly for the District’s share of the SRO Program expenses, as described above, within thirty (30) days of receipt of invoice. The City shall provide the District with an itemized invoice by the 15th of the each month. Any overtime pay or items that are not salary related should be listed separately on the invoice.

Section 3. Duration.

- A. Term. Unless sooner terminated in accordance with this Agreement, this Agreement shall commence on July 1, 2014, and end on June 30, 2017.
- B. Renewal. This Agreement may be renewed by an appropriate extension agreement duly executed by both parties. The District and the City agree to meet and confer regarding extension of this Agreement by December 31, 2017, in order to allow sufficient time to complete grant applications and the budget process for an extension that may be agreed upon.
- C. Termination. This Agreement may be terminated as follows:
 - (1) Upon expiration of the term set forth above or any extension thereof.
 - (2) Upon default or failure of a party to comply with the terms and provisions of this Agreement; provided, however, before any such termination, the party wishing to terminate this Agreement shall give the other party a written notice specifying the default or defaults and stating that this

Agreement will be canceled and terminated within 120 days after the giving of such notice, unless such default or defaults are remedied within such 120-day period.

(3) Upon mutual written agreement of the parties.

Section 4. Selection of School Resource Officers. SROs will be selected as follows:

- A. The number of full-time SROs will be determined jointly by the District, through the Superintendent of Schools, and the City, through the Chief of Police.
- B. Each full-time SRO will be selected and assigned under this Agreement.
- C. All SROs will be sworn City police officers certified by the Iowa Law Enforcement Academy, maintaining at least the minimum requirements that all City police officers are required to maintain, and:
 - (i) have a minimum of three years' law enforcement experience
 - (ii) have working knowledge of child welfare and juvenile justice system
 - (iii) have working knowledge of community human services
 - (iv) have exceptional public relations skills and ability to work well with all constituencies in the District, including public officials, administrators, staff, students, and families
 - (v) having a BA degree in related field(s) is desirable.
- D. The Chief of Police or designee of City will select proposed police officers for SRO assignment in consultation with and subject to the approval of the Superintendent of Schools or the Superintendent's designee. The Superintendent or designee shall be permitted to participate in applicant interviews and other phases of the selection process.
- E. SROs shall perform duties as such for a minimum assignment period of three years, unless reassigned as provided later in this Article III or unless the Agreement is terminated as provided above in this Article III. Both parties agree that the minimum period of SRO assignment is necessary to maximize the benefits of the program by recouping the investment in training, and gaining the benefits of experience and establishment of relationships.
- F. During the first year that an SRO is assigned to perform duties under this Agreement, he or she will successfully complete the National Association of School Resource Officers Training Program or similar program.

Section 5. Reassignment of SROs. SROs may be reassigned as follows:

- A. During the first 90 days that an SRO is assigned to work under this Agreement, the District, the City, or the SRO may request reassignment to a different position in the police department. Under this circumstance, a replacement SRO shall be obtained pursuant to this Agreement.
- B. In the event the District believes an SRO is not effectively performing his or her duties and responsibilities under this Agreement, the Superintendent or designee and Chief of Police or designee shall informally consult and take appropriate actions in an effort to resolve identified performance deficiencies. If the matter is not resolved by informal action, the Superintendent or

designee shall formally seek Board approval to request the removal of an SRO. If the Board approves, a written request stating the reasons for the requested removal shall be provided to the City pursuant to Article V, Section 5. In the event of a request for removal, the Superintendent and District representatives shall meet with the Chief of Police, the SRO, and other City representatives in an effort to resolve the issue. If within a reasonable time after commencing such efforts, the issue is not resolved, the SRO shall be removed from this program at school and a replacement shall be obtained pursuant to this Agreement.

- C. In the event the City believes an SRO is not effectively performing law enforcement functions under this Agreement, the Chief of Police or designee and the Superintendent or designee shall informally consult in an effort to allow the City to resolve the identified law enforcement performance deficiencies. If the matter is not resolved by informal action, the Chief of Police may reassign and remove an SRO from the program at school and a replacement shall be obtained pursuant to this Agreement.
- D. If an SRO is promoted during the course of an assignment to perform duties under this Agreement, the Chief of Police after consultation with the Superintendent may reassign the promoted SRO provided the City makes a good faith effort to implement the reassignment at the completion of the school year in progress at the time of the promotion. In the event of reassignment of a promoted SRO, a replacement shall be obtained pursuant to this Agreement.
- E. In the event of a vacancy in an SRO position or in the case of a long-term absence, a replacement shall be selected according to this Agreement taking into account the particular reasons that a vacancy has occurred.

Section 6. District Evaluation of SROs. The Superintendent or designee may evaluate each SRO's performance of school-related duties under this Agreement and provide the Chief of Police with a written evaluation on or before December 1st. The District's evaluation may be utilized by the Chief of Police or designee for use in a comprehensive evaluation of an SRO's performance.

Section 7. City Employees. The City will employ the agreed number of police officers as its full-time employees to serve as SROs under this Agreement. The employment agreement between the City and the SROs shall contain a provision that the SROs will perform services in accordance with this Agreement and shall contain no provision inconsistent with this Agreement. 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 SROs shall not be deemed employees of the District for any purpose.

Section 8. Job Description. The job description attached to this Agreement as Exhibit "A" and incorporated herein by reference, as it shall from time to time be modified as mutually agreed in writing by the District and the City, shall be utilized by the City in establishing the employer/employee relationship with the SROs and shall define the SROs' responsibilities and duties under this Agreement.

Section 9. Overtime Work and Pay. The Superintendent or designee and Chief of Police or designee shall consult and agree on assignments which result in SROs working overtime. If the overtime hours result from the performance of SRO duties, overtime compensation expenses shall be paid equally by the District and the City. The District shall reimburse the City for the District's share of such expenses within thirty (30) days of receipt of invoice. Overtime hours resulting from law enforcement services unrelated to those provided under this Agreement shall be paid solely by the City.

Section 10. Assignment of Duties, Hours, and Locations of Work. The Superintendent or designee and Chief of Police or designee shall develop a work schedule for SROs detailing the locations of work, hours of work at various locations, and duties to be performed at various locations. Such assignment shall take into account school holidays, vacations, and times when school is not in session.

It is preferred that SRO vacation time will be taken during school vacations, holidays, or times when school is not in session. SRO vacation time may be allowed when school is in session only after consultation between the Chief of Police or designee and the Superintendent of Schools or designee. The consultation shall be for the purpose of attempting to minimize the effect of the SRO's absence.

Section 11. Law Enforcement Functions. The District and City acknowledge and agree that SROs will from time to time perform duties and responsibilities which are strictly law enforcement in nature. In such instances, the SRO and the City shall be solely responsible for the means and methods of performing and implementing such law enforcement functions.

Section 12. Confidentiality. The parties acknowledge that SROs will from time to time acquire confidential information concerning the District, students, and others. It is agreed that such non-law enforcement information or records shall be kept confidential by the SROs in accordance with District policy and practices, and federal, state, and local laws.

Section 13. Property. All property purchased by a party under this Agreement shall be and remain the property of that party. Upon termination of this Agreement, each party shall have sole custody and use of its respective property.

ARTICLE IV: INSURANCE

Section 1. Worker's Compensation Insurance. The City acknowledges that all services performed by SROs under this Agreement will be as City employees. The SROs will be sworn police officers who will be members of the statewide retirement system for police officers pursuant to Chapter 411 of the Code of Iowa (2013). Coverage for all claims for injury or death to said police officers arising from the performance of SRO services under this Agreement will be provided by the police retirement system under Chapter 411 and state and federal guidelines for line of duty death.

Section 2. Liability and Other Insurance. The City agrees to provide liability and all other appropriate insurance coverage for the City and the City's employees to cover claims for damage to property or for personal injury, including death, made by any person that may arise from the performance of SRO duties by the City and its employees under this Agreement. The District shall provide liability coverage or other insurance coverage for the District and its employees. Each party shall be furnished with a certificate(s) of insurance required under this Agreement upon request.

Section 3. Indemnification. The City shall indemnify the District against all liability, loss, or other expenses or claims or actions based on or arising out of damage or injury, including death, to persons or property to the extent caused by the City or its employees in performance of SRO duties under this Agreement.

The City shall also indemnify the District against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the SROs employed by the City to provide SRO services under this Agreement.

The foregoing paragraphs in this Section 3 of Article IV shall survive termination of this Agreement.

ARTICLE V: MISCELLANEOUS PROVISIONS

Section 1. Entirety of Agreement and Modification. This Agreement contains the entire agreement between the parties. None of the terms and provisions of this Agreement shall in any manner be modified, waived, or abandoned except by written instrument duly signed by the parties.

Section 2. Governing Law. This Agreement shall be construed under the laws of the State of Iowa.

Section 3. Binding Effect; Assignment. This Agreement shall extend to and be binding upon the parties, their respective successors and assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

Section 4. Rights Cumulative. Various rights, powers, options, elections, and remedies of either party provided for in this Agreement shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law and this Agreement shall in no way affect or impair the ability of either party to pursue any other equitable or legal remedy to which either party may be entitled so long as any default remains in any manner unremedied, unsatisfied, or undischarged.

Section 5. Notices and Demands. Notices as provided for in this Agreement shall be given to the respective parties at the following addresses:

Fort Dodge Community School District:

Superintendent of Schools
Fort Dodge Community School District
104 South 17th Street
Fort Dodge, IA 50501

City of Fort Dodge, Iowa:

Chief of Police
Fort Dodge Police Department
702 1st Avenue South
Fort Dodge, IA 50501

unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, notice shall be deemed given under the terms of this Agreement when sent by certified mail, return receipt requested. Mailed notice shall be deemed given upon proper mailing. In addition, notice may be given by the manner of serving original notices.

Section 6. Waiver. Except as specifically provided for in a waiver signed by an authorized representative of the parties, failure by any party at any time to require performance by the other or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

Section 7. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

Section 8. Authorization. The parties represent and warrant to the other that they have the authority to enter into and perform the obligations under this Agreement and that the requisite actions to approve the

execution and performance of this Agreement have been undertaken and that this Agreement constitutes a binding obligation according to its terms on each of them.

Section 9. Compliance with Laws. Notwithstanding anything in this Agreement to the contrary, the District and the City and SROs shall comply with all applicable federal, state, and local laws and regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below their signatures.

Fort Dodge Community School District in the
County of Webster, State of Iowa

By: _____
Board President

Date: _____

City of Fort Dodge, Iowa

By: _____
Mayor

Date: _____

Attest: City Clerk

EXHIBIT A

**JOB DESCRIPTION FOR SCHOOL RESOURCE OFFICER
PURSUANT TO AGREEMENT BETWEEN THE FORT DODGE COMMUNITY
SCHOOL DISTRICT AND THE CITY OF FORT DODGE, IOWA**

PERFORMANCE RESPONSIBILITIES:

1. Duties as described in the Department's Police Officer job description.
2. Act as liaison between the law enforcement community and
 - School administration
 - Teachers
 - Department of Human Services
 - Lutheran Social Services
 - Court System
 - Other Intervention, Counseling and Health Care Services
 - Parents
 - Juvenile Court Services
 - County Attorney
3. Member of the Rapid Response team.
4. Inform appropriate school officials and staff of current police involvement with students and/or students' families.
5. Investigate or coordinate all cases involving students as victims or suspects in criminal activity except cases normally handled by a specialized unit.
6. Perform preventive patrol for students en route to or from school.
7. Take appropriate action for on-sight occurrences including but not limited to:
 - Fights
 - Vandalism
 - Theft
 - Motor Vehicle Accidents
 - Traffic Violations
 - Disorderly Conduct
 - Narcotics Offenses
 - Weapons Violations
 - Unauthorized Persons on School Property
 - Other Occurrences as Appropriate
8. Serve as truancy officer to assist in the prevention and processing of truant.
9. Interact with Uniform Patrol Division and Criminal Investigations Division on matters of mutual concern including but not limited to:
 - Indecent Exposures
 - Gang Activity
 - Traffic Hazards
 - Sex Offenses
 - Suspicious Persons
 - Other matters as appropriate
10. Attend school staff meetings and training as appropriate.
11. Act as resource person to school staff and students and provide short-term programs on law enforcement or public safety related topics.

12. Attend school-sponsored extra-curricular activities such as during duty hours:

Sporting Events	Dances
Concerts	Assemblies
Field Trips	Others

13. Interact with students to promote and reinforce basic life skills, self control, and accountability in areas of:

Resolving conflict without violence
Problem solving
Peer pressure
Interpersonal skills

14. Have working knowledge of School Board policies, Administrative Regulations, and Student Handbook.

15. Other:

A. Hours and workdays will be determined by bargaining unit agreement, school building schedule and extra-curricular activities.

B. School administrators shall be involved in selection of SROs.

16. Perform such other duties as are from time to time as mutually agreed to by the School District and the Police Department.

17. Be familiar with police case information pertaining to schools, students, and the neighborhood surrounding school campuses.

18. The SRO will encourage individual and group discussions about law enforcement related matters with students, faculty, and parents.

19. Whenever possible and within budgetary constraints, the SRO will attend meetings of the District's parent and faculty groups to solicit their support and understanding of the SRO program and to promote awareness of law enforcement functions. The SRO will attend meetings of the District's Board of Directors when requested to do so.

20. The SRO shall not utilize his/her position for personal advancement or preference and shall conduct himself/herself in such a manner to bring credit to the Fort Dodge Police Department and District.

21. The SRO and school personnel shall confer when appropriate to develop plans and strategies to provide for counseling of at risk students and those students who present a problem.

22. The SRO shall assist school personnel in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on campus or during school sponsored events.

23. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the District aware of such action. At the Superintendent or designee'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.

24. Information obtained during SRO activities shall be kept confidential in accordance with federal, state, and local laws.
25. When necessary, the SRO shall give assistance to other police officers in matters regarding his/her school assignment. The SRO shall be able to assist with major cases or incidents as each incident indicates outside of the District. The SRO and the Department will make every effort to inform the District prior to such assignments, else to update them as soon as time and circumstances allow.
26. By mutual agreement between the Superintendent or designee and the Chief of Police or designee, the SRO will, in accordance with established overtime procedures, as limited by the overtime budget, participate in and/or attend school functions.
27. 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 appropriate school administration.
28. Generally, the SROs will work in uniform attire and shall carry a regulation duty equipment in accordance with Department Guidelines.
29. The SRO shall perform other duties as mutually agreed upon by the Superintendent or designee and the Chief of Police or designee so long as the performance of such duties is reasonable related to the SRO program.

END OF JOB DESCRIPTION.