

## **LAW ENFORCEMENT SERVICES 28E AGREEMENT**

### **PARTIES**

This 28E Agreement for School Resource Officer Program ("28E Agreement") made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 2026, by and between the DALLAS CENTER – GRIMES COMMUNITY SCHOOL DISTRICT, an Iowa school corporation organized and existing under the provisions of Iowa Code Chapter 274, (hereinafter referred to as "District") and POLK COUNTY, IOWA, an Iowa county organized and existing under the provisions of Iowa Code Chapter 331, (hereinafter referred to as "County").

### **PURPOSE**

This 28E Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa to establish the terms and conditions for the Polk County Sheriff to provide a School Resource Officer (SRO) Program to the District. The Polk County Sheriff (Sheriff) shall administer this 28E Agreement on behalf of the County.

### **ARTICLE 1 GENERAL TERMS**

1. This 28E Agreement is between two public agencies for joint or cooperative action.
2. Neither a separate legal or administrative entity, nor joint board, will be created for administration of this 28E Agreement.
3. Upon execution by each Party to this 28E Agreement, this 28E Agreement shall be electronically filed by the County with the Secretary of State pursuant to Iowa Code §28E.8.
4. The District and Sheriff shall each designate contract administrators. The District designates the Superintendent of Schools and the Sheriff designates the Chief Deputy of the Patrol Division. This relationship will have the following requirements:
  - a. Contract administrators shall be available by mobile phone on a 24-hour basis. Each contract administrator shall have the responsibility of providing the other contract administrator with the name and mobile phone number of a designated back up during times of their unavailability.
  - b. The contract administrators shall establish a mutually agreed upon set meeting schedule to review any issues or concerns with the execution of services provided under the contract. Written notifications, requests for service, questions and proposed contract changes by the parties shall be made orally or in writing through and to the contract administrators. Any changes to the terms of the contract must be in writing and approved by both parties before becoming effective.
  - c. The Sheriff's contract administrator will promptly notify the District contract administrator of the existence of any death or major criminal investigation, occurrence or arrest occurring on District property. The contract administrators will agree on the timing and limited scope of these notifications so as not to jeopardize the work of the Sheriff's Office.
  - d. The Sheriff's Office shall retain discretion at all times to determine whether or not it is appropriate to file charges of any type. Polk County Sheriff's Office audio/video recordings of incidents on District Property belong to Polk County and may be viewed by the District's Attorney, unless such viewing will compromise an ongoing criminal investigation or internal personnel matter.
5. The Sheriff's Office shall make monthly reports to the Superintendent or designee, including a summary of the law enforcement activities occurring within the District.
6. The District agrees that its officers, agents, and employees shall cooperate fully with the County in the performance of the County's duties.

## **ARTICLE 2 DURATION, AMENDMENTS AND TERMINATION**

1. This 28E Agreement shall be effective when executed and filed as set forth above and shall continue for a period of three (3) years through June 30, 2029, with an option to extend for two (2) successive one-year terms thereafter unless sooner terminated as provided herein.
2. The County or District may terminate this 28E Agreement at any time, with or without cause, by providing written notice to the other Party not less than sixty (60) days prior to the termination date. The effective date of termination will occur sixty (60) days following receipt of written notice or upon another termination date agreed to by the parties in writing.
3. Upon termination of this 28E Agreement:
  - a. The District will retain all desks, chairs, tables, filing cabinets, provided technologies, access cards, building keys, and other District property; and
  - b. The County will retain all County motor vehicles, radios, cell phones, computers, cameras, storage safes, and other County property.
4. Adjustments may be made to the annual contract sum, if mutually agreed upon in writing by the parties, due to:
  - a. Changes to the scope of services provided, and/or changes to the District's public safety needs;
  - b. Changes to the number of hours of service provided;
  - c. Salary and benefits adjustments;
  - d. Action taken by the United States or State of Iowa which increases the cost of wages, insurance, or other benefits for employees.
5. Any amendment, modification, or termination of this 28E Agreement will be filed by the County with the Secretary of State pursuant to Iowa Code §28E.8.

## **ARTICLE 3 INSURANCE AND INDEMNIFICATION**

1. To the extent allowed by the Constitution and laws of the State of Iowa, the Parties shall indemnify, defend, and hold each other harmless from and against all claims, liabilities, demands, loss, cost and expense including court costs and attorney's fees related to personal injury, death, or damage to persons or property arising out of or connected with and attributable to an act, error, omission or negligence in the performance of any terms, obligations or duties imposed by this 28E Agreement or required by law by the indemnifying Party or that Party's officers or employees or any other person acting on the Party's behalf. Nothing in this paragraph or 28E Agreement shall constitute a waiver of any statutory or common law defenses or immunities available to either party under Iowa law, including defenses and immunities specified under current Iowa Code Chapter 670.
2. The County shall be responsible for the payment of salary wages and/or any other compensation or benefits to any County employee providing services under this 28E Agreement unless otherwise expressly agreed upon by the parties. Except as otherwise specified in this 28E Agreement, the District shall not be liable for compensation to any County employee for workers' compensation claim for injury or sickness occurring while the employee undertakes duties and fulfillment of this Agreement.
3. The District shall comply with the Insurance requirements as set forth in Attachment A.

## **ARTICLE 4 RIGHTS AND DUTIES OF THE DISTRICT**

The District shall provide to the full-time SROs the following materials and facilities which are deemed necessary to the performance of the SROs' 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, worktable, filing cabinet, and office supplies;
4. Email and internet access; use of a District device to access student management systems;

5. A location within the SROs' private office for the County to supply a secured weapon/evidence storage safe. The District shall facilitate proper mounting of the storage safe.

#### **ARTICLE 5 RIGHTS AND DUTIES OF THE COUNTY**

1. The County will provide a minimum of two (2) Patrol vehicles and two (2) Deputy Sheriffs as an SROs within the facilities and grounds of the District for 40 hours per week for a period of nine (9) months. The schedule will be mutually agreed to by the District and the County. The minimum number of work days will be based on the number of school days per academic calendar as provided to the County by the District.
2. The District may request changes in the schedule which shall be accommodated by the County to the extent personnel and equipment are available without the County incurring any additional expenses. The final schedule decisions shall be made by the County.
3. The District agrees that the County is not responsible for providing continuous surveillance for any twenty-four (24) hour period unless the County determines the threat of criminal activity warrants such surveillance.
4. All reasonable action will be taken to minimize the effect of the SROs' absence by the County, including provision of back-up SROs. If the County is not able to provide an SRO for any reason, the County shall proportionally reduce the amount charged to the District for each day that a SRO is not available.
5. Assignment of duties, discipline of County employees, and all matters incident to the performance of the duties of County employees under this Agreement shall remain the responsibility of the County and its officers, employees, and commissions. The District may provide requested information and reports to facilitate the County's assignment and supervision of personnel.

#### **ARTICLE 6 EMPLOYMENT STATUS OF THE SCHOOL RESOURCE OFFICER**

SROs shall remain employees of the County and shall not be an employee of the District for any purpose. As the employer of the SROs, the County 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, including overtime. The District and the County acknowledge that the SROs shall remain responsive to the chain of command of the Polk County Sheriff's Office.

If an SRO is found to have acted outside the scope of their duties under this 28E Agreement, including but not limited to inappropriate contact with students, the County shall be responsible for discipline and/or discharge of its employee.

#### **ARTICLE 7 SCHOOL RESOURCE OFFICER SELECTION**

1. The SROs will be certified, non-probationary law enforcement officers.
2. The SROs will maintain at least the minimum qualifications required for employment as a law enforcement officer with the Polk County Sheriff's Office.
3. The SROs will have working knowledge of the child welfare and juvenile justice system, as well as community human services.
4. The SROs will have exceptional public relations skills and the ability to work well with all individuals in the District, including administrators, staff, students, and families.
5. The Polk County Sheriff or designee shall select the officers for assignment as SROs in consultation with, and subject to the approval of, the District Superintendent or designee.
6. The SROs assigned to the District must pass a 50-state background check annually.

## **ARTICLE 8 SCHOOL RESOURCE OFFICER SUPERVISION**

1. The Polk County Sheriff's Office shall assign a higher-ranking Deputy Sheriff to supervise the Deputy(s) assigned to the School Resource Officer program.
2. In addition to providing direction for the SROs, the SRO supervisor will serve as a liaison between the District and County in order to resolve matters of mutual concern.
3. The SRO supervisor, in consultation with the school principal or designee, will complete a performance evaluation of the SROs during March of each year.
4. The District shall provide requested information and reports to the SRO supervisor to facilitate this evaluation which may include a recommendation to the Sheriff that the SROs not be assigned to that school the following year. The Sheriff will consider the evaluation and the input of the District when assigning an officer to a building and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officers will be assigned as SROs is within the sole discretion of the Sheriff.

## **ARTICLE 9 SCHOOL RESOURCE OFFICER ASSIGNMENT**

1. Two (2) SROs will be assigned cooperatively by the District and County. One (1) SRO will be assigned to the District primarily for use at the Dallas Center – Grimes High School and one (1) SRO will be assigned to the District primarily for use at the Oak View School. The SROs may perform duties at other District schools with the approval of the SRO supervisor.
2. The SROs shall be assigned on a full-time basis during those hours that the schools are in regular session. The SROs shall be on campus from  $\frac{1}{2}$  hour prior to the start of class until  $\frac{1}{2}$  hour after classes are dismissed. During their daily tour of duty, the SROs may be off campus performing such tasks as may be required by the assignment.
3. The SROs is considered by the County who employs the SROs as a “non-exempt” employee covered by the Fair Labor Standards Act and subject to it and the Teamsters union contract for compensation and pay. Duty hours shall not exceed the limitations of the Teamsters contract and Fair Labor Standards Act requirements.
4. Regular working hours may be adjusted on a situational basis with the mutual approval of the Superintendent or designee, SRO supervisor, and SROs. 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 any collective bargaining agreement which may apply to employees of the Polk County Sheriff's Office.
5. The SROs may be temporarily reassigned by the County during school holidays or vacations and/or during times of emergencies.
6. The SROs shall notify the SRO supervisor and Superintendent or designee of planned vacation days or other necessary absences. All reasonable action will be taken to minimize the effect of the SROs' absence by the County, including provision of back-up SROs.
7. The District shall designate the SROs as a “school official” under the Family Educational Rights and Privacy Act (FERPA) and, as such, may provide the SROs with access to student information systems, to include access to information relating to all students enrolled in the District, for the purpose of minimizing juvenile delinquency and truancy and maintaining student safety. Any information obtained by the SROs through such access shall be subject to the confidentiality provisions of state and federal law, including limitations on redisclosure. The purpose of this information sharing is not to aid in prosecuting juvenile delinquency cases.

## **ARTICLE 10 DUTIES AND RESPONSIBILITIES OF SCHOOL RESOURCE OFFICERS**

1. The SROs shall enforce state laws and local ordinances, and coordinate directly with the Superintendent or designee to provide security during school hours.
2. The SROs will interact daily with the students, parents and faculty to develop positive relationships.
3. The SROs 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(s). The SROs should monitor the parking lots during high traffic times.
4. The SROs should be familiar with all law enforcement case information pertaining to schools, students, and the neighborhood surrounding the campus.
5. The SROs should facilitate and assist with law enforcement investigations involving victims, witnesses, and suspects associated with the schools.
6. SROs are certified peace officers and will assist teachers with classroom presentations on relevant topics when requested and able, which may include: peer pressure, bullying/harassment, common teenage crimes, drugs and alcohol, and internet safety.
7. The SROs shall assist District officials in developing plans and strategies to prevent, minimize, or respond to dangerous situations which may occur on campus or during school sponsored events.
8. The SROs will adhere to School Board policy which does not conflict with state or federal law and the Polk County Sheriff's Office General Orders and Policies.
9. The parties acknowledge that the SROs may from time to time acquire confidential information concerning the District, students, and others in the course of performing duties under this 28E Agreement. It is agreed that such non-law enforcement information or records shall be kept confidential by the SROs in compliance with District policy and federal, state, and local law.
10. The SROs shall take law enforcement action as required in accordance with the Polk County Sheriff's Office policies and directives. As soon as practicable, the SROs shall make the Superintendent or designee(s) of the school aware of such action. The SROs 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 SROs may do so under the authority of law. Whenever practicable, the SROs should advise the Superintendent or designee(s) of the intended action when requesting additional law enforcement assistance on campus.
11. The SROs will be available for conferences with students, parents, and faculty members in order to assist them with law enforcement problems or in matters of crime prevention. The SROs shall coordinate with the Juvenile Court Officer assigned to the District. 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.
12. When necessary, the SROs shall give assistance to other law enforcement officers in matters regarding his/her school assignment. However, the SROs 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 the SRO supervisor.
13. The SROs will assist in coordinating security during District sporting events, activities, special events, and other related extracurricular events as requested by the District and by mutual agreement between designated District officials and the SRO supervisor. The SROs will, in accordance with established overtime procedures as limited by the overtime budget and in accordance with any collective bargaining agreement which may apply to employees of the Polk County Sheriff's Office, attend school functions such as sporting events or social events that require the presence of a law enforcement officer.
14. The SROs 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. The SROs may make referrals to such agencies and will notify school administration of any such referral as soon as practicable.
15. The SROs shall not act as a school disciplinarian and shall not take administrative action or levy sanctions on behalf of any District employee. However, if the Superintendent or designee believes an incident is a violation of the law, the Superintendent or designee may contact the SROs and the

Sheriff's Office shall then determine whether law enforcement action is appropriate. The SROs 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 SROs may assist the school until the problem is solved.

16. The SROs will work in uniform attire. Exceptions may be made with approval of the SRO supervisor. The SROs shall carry a regulation sidearm and other approved/assigned equipment necessary to perform the essential functions of the position in accordance with Polk County Sheriff's Office policy and regulations and applicable law.
17. The parties acknowledge that the SROs are not responsible for providing continuous surveillance for any twenty-four (24) hour period unless in the opinion of the County the threat of criminal activity or risk to safety and security warrants such surveillance.
18. The SROs shall perform other duties as mutually agreed upon by the school principals and the SRO supervisor so long as the performance of such duties is reasonably related to the SRO program as described in this 28E Agreement and so long as such duties are consistent with Polk County Sheriff's Office rules and regulations.

## **ARTICLE 11 REPLACEMENT OF A SCHOOL RESOURCE OFFICER**

1. In the event that a principal of a school to which the SRO is assigned believes 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 Superintendent that the SRO be removed from the SRO program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent shall advise the Polk County Sheriff or designee of the principal's request. If the County so desires, the Superintendent and Sheriff 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 in the event mediation is not sought by the Sheriff, then the SRO shall be removed from the program and replaced.
2. In the event of a vacancy in the position of SRO, or in the case of long-term absence by a SRO, the Superintendent or designee will work with the Polk Comity Sheriff or designee to resolve the vacancy.

## **ARTICLE 12 FINANCIAL TERMS**

1. The District agrees to pay the County the following amounts over the term of this 28E Agreement for the services agreed upon above. A monthly invoice will be submitted by the County during the school year. The District shall make payment to the County within thirty (30) days of receipt of the invoice. Attachment B documents how the contract amounts were calculated.
  - a. FY 2026/2027 – The total annual contract sum shall not exceed \$115,330
  - b. FY 2027/2028 – The total annual contract sum estimated to be \$122,048
  - c. FY 2028/2029 – The total annual contract sum estimated to be \$129,027
  - d. FY 2029/2030 – The total annual contract sum estimated to be \$136,266
  - e. FY 2030/2031 – The total annual contract sum estimated to be \$143,779
2. Year 1 (FY 2026/2027) is based on the actual cost to Polk County, the following years are estimates. The actual expenses will be calculated and provided to the District by the County annually in December.
3. The proposed cost-sharing to the District for FY2026/2027 is 43% with an annual increase of 1.5% to the District for the term of the agreement.
4. In the event the County is unable to perform according to the 28E Agreement, the County shall proportionally reduce the amount charged to the District for each day the County is unable to perform.

5. Each party shall allow access to all records, documents, and papers necessary for the financial auditing of the parties' transactions. Appropriate records, documents, and papers necessary to conduct a financial audit shall be maintained a minimum of three (3) years.
6. Any cost increase to the County occurring as a result of action taken by the United States or Iowa Government which increases the cost of wages, insurance for employees, or other benefits shall be borne by the District.

### **ARTICLE 13 MISCELLANEOUS**

1. Binding Effect. This 28E Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns. However, neither party may assign this 28E Agreement without the consent of the other party.
2. Severability. If any clause, provision or section of this 28E Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections, and this 28E Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this 28E Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties to the full extent permitted by law.
3. Notices. All notices under this 28E Agreement must be in writing and shall be deemed given when either personally delivered, transmitted by confirmed facsimile or confirmed electronic mail, or when received by certified mail at the address below or at another address as designated by a party.

Dallas Center Grimes Community School District  
Attention: Superintendent  
2405 West 1<sup>st</sup> Street  
Grimes, Iowa 50111

Polk County Sheriff's Office  
Attention: Sheriff  
5995 NE 14th Street  
Des Moines, Iowa 50313

4. Supersedes. This 28E Agreement supersedes all prior agreements between the District and Polk County purporting to establish and finance a School Resource Officer Program.
5. Execution in Counterparts. This 28E Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
6. No real or personal property will be jointly acquired by the parties pursuant to the 28E Agreement.

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Signature Legal Representative of District

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(Please Print Name and Title)

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Date

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Signature Legal Representative of Polk County

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Matt McCoy, Chair, Polk County Board of Supervisors

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Date