28E AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN BENTON COMMUNITY SCHOOL DISTRICT
AND THE BENTON COUNTY SHERIFF'S OFFICE, VINTON, IOWA

This Agreement is entered into this ___ day of _____, 2025, by and between the Benton Community School District (hereinafter referred to as "BCSD") and the Benton County Sheriff's Office, Vinton, Iowa (hereinafter referred to as "BCSO"), pursuant to the provisions of Chapter 28E of the Iowa Code.

WHEREAS, BCSD and BCSO share a mutual interest in providing law enforcement and related services to schools within the Benton Community School District, which encompasses the communities of Atkins, Blairstown, Elberon, Keystone, Newhall, Norway, Van Horne, and Watkins, to help maintain a safe, healthy, and secure environment for students and staff; and

WHEREAS, both parties recognize the value and necessity of implementing a School Resource Officer (SRO) Program (hereinafter "SRO Program") with a dedicated, full-time officer assigned to the BCSD; and

WHEREAS, BCSD and BCSO believe this partnership will serve the public interest, particularly the welfare of the students, by establishing a cooperative approach to law enforcement in educational settings; and

WHEREAS, both parties seek to clarify their respective roles and responsibilities, and formalize their working relationship to ensure the success of the SRO Program; and

WHEREAS, this Agreement constitutes an intergovernmental agreement between public agencies under Iowa Code Chapter 28E and shall be electronically filed with the Iowa Secretary of State in accordance with state law;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

ARTICLE I: Purpose and Mission

A. Purpose
The purpose of this Agreement is to establish the terms and conditions under which the BCSO will assign one full-time deputy to serve as an SRO within the BCSD. This officer will not serve any other school district. This Agreement shall not be construed to obligate BCSO to perform services beyond those expressly agreed herein.

B. Mission
The mission of the SRO Program is to promote school safety by fostering a positive climate where students feel secure and supported in achieving academic success. The

SRO will function as a mentor and liaison, not a disciplinary agent, and will build trust through engagement with students, staff, and families.

C. Goals
The goals of the SRO Program include:

1. Providing a safe and secure learning environment;
2. Preventing and reducing school-related violence;
3. Cultivating mutual respect among students and staff;
4. Establishing partnerships with community care providers for student and family support.

ARTICLE II: Term

This Agreement shall be effective from July 1, 2025, through June 30, 2026, unless terminated or extended as provided herein.

ARTICLE III: Responsibilities of the Benton County Sheriff's Office

A. Selection of the SRO
BCSO shall recruit, screen, and select the SRO. BCSD may participate in interviews and make recommendations, but the final hiring decision lies with BCSO. The candidate's assignment to BCSD is subject to BCSD Board approval. Preferred qualifications include a college degree, experience in juvenile law enforcement, and completion of SRO-specific training.

B. Assignment
BCSO shall assign one full-time deputy to serve as the dedicated SRO for BCSD, subject to the approval of the BCSD Board of Directors.

C. Employment and Supervision

1. The SRO shall be an employee of BCSO, not BCSD. BCSO retains all employment authority.
2. BCSO shall be responsible for all wages, benefits, taxes, and training requirements per Iowa Code Chapter 411.
3. BCSO shall provide BCSD with the SRO's training schedule in advance of each school year, or within a reasonable amount of time.
4. BCSO shall assign a supervisor for the SRO and notify BCSD of their identity annually by July 15, or within 30 days of any change.

5. The SRO supervisor shall serve as liaison to BCSD.
6. Annual performance evaluations shall be conducted collaboratively by the SRO supervisor and a designated BCSD representative.
7. While on BCSD premises, the SRO shall be accountable to school leadership and expected to follow district policies.

D. Duty Hours

1. The SRO shall work full-time at BCSD during the school year, with a typical schedule extending from 30 minutes before school starts to 30 minutes after school ends. Adjustments may be made for evening events.
2. During summer months, the SRO shall be reassigned to BCSO but may support BCSD activities as needed.
3. BCSO will attempt to provide a substitute SRO for absences exceeding one day.

E. Uniform, Equipment, and Vehicle

BCSO shall supply all required uniforms, equipment, and vehicles. Property purchased by BCSD shall remain BCSD's property; property provided by BCSO shall remain with BCSO.

F. Duties of the SRO

The SRO's responsibilities include, but are not limited to:

- Coordinating with school administrators and BCSO;
- Providing instruction on legal and safety topics;
- Establishing rapport with students and parents;
- Participating in school and community events;
- Supporting school crisis planning and safety drills;
- Taking appropriate law enforcement action as needed;
- Assisting in investigations when requested by school officials;
- Maintaining confidentiality of student information;
- Avoiding disciplinary roles—discipline remains under BCSD jurisdiction;
- Submitting monthly activity reports to BCSD and BCSO;
- Collaborating on data collection and assessment.

The SRO shall perform other mutually agreed upon duties consistent with applicable laws, policies, and the goals of the SRO Program.

ARTICLE IV

Duties of the Benton Community School District

The Benton Community School District (BCSD) agrees to provide the following materials, facilities, and support necessary for the effective performance of the School Resource Officer's (SRO) duties:

A. Materials and Facilities

BCSD shall provide the SRO with:

1. Access to a private office equipped with air conditioning, adequate lighting, and a telephone for official business use.
2. A secure, lockable space for storing files and records in compliance with confidentiality standards.
3. Office furniture and equipment, including a desk with drawers, a chair, a worktable, a filing cabinet, appropriate office supplies, and a cell phone. All supplies and equipment provided by BCSD shall remain the property of BCSD and shall be returned upon termination of this Agreement.
4. Access to a computer and/or secretarial support as needed to fulfill administrative functions.
5. Clear guidance regarding any classroom instruction, presentations, or programming the SRO is expected to deliver.

ARTICLE V

Financial Considerations

The parties agree to the following terms regarding financial obligations under this Agreement:

A. Employment and Compensation

The SRO shall remain, at all times, an employee of the BCSO. The BCSO shall be solely responsible for the SRO's salary, benefits, and any other employment-related obligations.

B. Reimbursement by BCSD

For the term of this Agreement—July 1, 2025, through June 30, 2026—BCSD agrees to reimburse BCSO 75% of the total annual cost of the SRO position. This cost includes salary, benefits, and average annual deputy fuel costs and overtime expenses. The agreed reimbursement amount is **$91,020.12**, effective July 1, 2025.

If either party receives grant funding applicable to the SRO position, such funds shall first be applied to reduce the total cost, with BCSD reimbursing only the adjusted balance.

BCSO shall submit four (4) quarterly, itemized invoices to BCSD. Each invoice shall reflect one-quarter of the annual cost. BCSD shall process and pay each invoice promptly, following any required Board approval.

Each party shall maintain a separate budget and financial responsibility for their respective obligations under this Agreement.

ARTICLE VI

Discipline and/or Replacement of the School Resource Officer

In the event BCSD believes the SRO is not effectively performing their duties or disciplinary action is warranted, the following process shall apply:

1. A designated BCSD administrator shall contact the SRO's supervisor to address the concern internally within BCSO.
2. If the issue remains unresolved within a reasonable period, BCSD may submit a formal, written request for disciplinary action or removal of the SRO to the BCSO. The request must include detailed justification.
3. Upon receiving the request, BCSO shall evaluate the concerns and respond with a proposed course of action within a reasonable timeframe.
4. If no agreement can be reached on the proposed resolution, the parties may engage in mediation to resolve the matter.
5. BCSO may reassign the SRO in accordance with its internal policies, when such reassignment is deemed in the best interest of both BCSD and BCSO.
6. If the SRO is reassigned, resigns, or is absent for an extended period, BCSO shall consult with BCSD to provide a temporary replacement within one (1) week. A permanent replacement shall be selected collaboratively and in accordance with the terms of this Agreement as soon as practicable.

Nothing in this Article shall limit the rights of either party to terminate this Agreement as outlined herein.

ARTICLE VII

Miscellaneous

A. Responsibility for Acts

Each party shall be liable solely for its own acts or omissions and those of its officers and employees. Neither party shall indemnify or insure the actions of the other.

B. Good Faith Cooperation

BCSD and BCSO agree to act in good faith in fulfilling the terms of this Agreement. Any unforeseen issues shall be resolved through mutual negotiation.

C. Insurance and Indemnification

To the extent permitted by law, each party agrees to indemnify and hold harmless the other from losses, costs, claims, and expenses arising from their own negligence or willful misconduct. Each party is responsible for its own legal liabilities and shall not insure or indemnify the other.

D. Complete Agreement

This document represents the entire agreement between the parties. No oral or prior written statements shall modify or supersede the terms herein unless a subsequent written agreement is signed by both parties.

E. Modification

This Agreement may only be modified through a written document signed by both parties.

F. Termination

This Agreement may be terminated by either party upon thirty (30) days' written notice. In such an event, BCSO shall be compensated for all services provided through the termination date.

G. Notices

All written notices required under this Agreement shall be delivered to the following addresses:

- **For BCSD:**
  Superintendent
  Benton Community School District
  304 1st Street
  Van Horne, IA 52346
- **For BCSO:**
  Sheriff
  Benton County Sheriff's Office
  113 E 3rd Street
  Vinton, IA 52349

H. Compliance with Iowa Code § 28E.6

1. No separate legal entity shall be created under this Agreement. BCSO shall serve as the administrator as required by Iowa Code Chapter 28E.
2. No jointly held property shall be acquired; each party shall independently acquire and manage any property needed for program execution.
3. In accordance with Iowa Code § 28E.8, BCSO shall electronically file this Agreement with the Iowa Secretary of State.
4. This Agreement creates no third-party beneficiaries.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

BENTON COMMUNITY SCHOOL DISTRICT
By: _____
Date: _____

BENTON COUNTY SHERIFF'S OFFICE
By: _____
Date: _____

BENTON COUNTY BOARD OF SUPERVISORS, CHAIRPERSON
By: _____
Date: _____

ATTEST: BENTON COUNTY AUDITOR
By: _____
Date: _____