

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement ("Agreement") is entered into by and between the City of Kimberly, Idaho, acting through the Kimberly Police Department ("City"), and the Kimberly School District, including RISE Charter School ("School District").

PURPOSE

The City and School District desire to work cooperatively to provide a School Resource Officer ("SRO") to assist in maintaining a safe, secure, drug-free, and appropriate learning environment for students, staff, and visitors while fostering positive relationships between law enforcement and the school community.

QUALIFICATIONS

The School Resource Officer shall be a sworn law enforcement officer employed by the Kimberly Police Department. The SRO derives all legal authority and law enforcement responsibilities from the City of Kimberly and shall remain subject to all applicable federal, state, and local laws, departmental policies, and supervisory authority of the Kimberly Police Department.

AUTHORITY AND SUPERVISION

The parties acknowledge that the School Resource Officer remains an employee of the City and shall at all times remain under the supervision, direction, and control of the Kimberly Police Department.

School administrators may coordinate with the SRO regarding school safety concerns, educational activities, student welfare matters, and campus-related issues. However, all law enforcement decisions, criminal investigations, enforcement actions, arrests, citations, and police reports shall remain within the sole discretion and authority of the Kimberly Police Department.

In the event of any conflict between the operational needs of the Kimberly Police Department and requests made by the School District, the Police Department shall retain final authority regarding the deployment and activities of the SRO.

JOB GOAL

The primary goal of the School Resource Officer is to promote a safe, secure, drug-free, and appropriate learning environment while helping reduce juvenile crime and fostering positive relationships between students, school staff, families, and law enforcement.

DUTIES AND RESPONSIBILITIES

The School Resource Officer shall:

1. Support school administration in providing a safe, secure, drug-free, and crime-free educational environment.
2. Support school administration with crowd management and safety at boys' varsity football and basketball games and other school activities as mutually agreed upon.
3. Assist with traffic control, parking lot safety, and campus security observations.
4. Enforce applicable federal, state, and local laws. The parties acknowledge that School District policies and regulations may govern conduct on school property. Violations of School District policies that do not constitute violations of law shall remain the responsibility of School District administration.
5. Serve as a positive representative of law enforcement and foster constructive relationships between students, staff, parents, and the community.
6. Work collaboratively with parents, students, staff, and community members to:
 - Provide law-related education and safety information;
 - Encourage discussion regarding safety and crime prevention issues; and
 - Promote community involvement in creating a safe educational environment.
7. Assist in implementing educational programs related to:
 - Substance abuse prevention;
 - Crime prevention;
 - Internet safety;
 - Personal safety; and
 - Other topics deemed beneficial by the parties.
8. Act as a consultant to School District administration regarding school safety, security, emergency preparedness, crime prevention, and related law enforcement matters.
9. Maintain appropriate training and professional development to remain current regarding school safety, juvenile issues, substance abuse trends, threat assessment practices, and School Resource Officer best practices.
10. Share information with School District administrators regarding school-related incidents and investigations as permitted by federal and state law. Criminal investigations,

evidence collection, police reports, and prosecutorial decisions shall remain under the sole authority of the Kimberly Police Department.

11. Assist School District personnel with behavioral threat assessment processes when appropriate and consistent with applicable law.
12. Maintain a regular and visible presence within School District schools during the school year. The City and Police Department shall make reasonable efforts to provide on-campus SRO coverage during normal school operating hours.
13. The parties acknowledge that the School Resource Officer remains an employee of the City of Kimberly and may be temporarily absent from school campuses to:
 - Respond to calls for service;
 - Conduct criminal investigations;
 - Attend court proceedings;
 - Participate in required training;
 - Attend meetings;
 - Complete administrative responsibilities;
 - Provide assistance during emergencies;
 - Address staffing shortages;
 - Utilize approved leave; or
 - Perform other duties assigned by the Kimberly Police Department.

14. SRO Availability and Operational Absences

- The School District acknowledges and agrees that the School Resource Officer (SRO) may, from time to time, be absent from direct school assignment due to the operational needs of the Kimberly Police Department or other authorized law enforcement duties. Such absences shall not constitute a breach of this Agreement and shall not result in any reduction in compensation unless the cumulative number of qualifying absence days exceeds ten percent (10%) of the SRO's scheduled contract days during the applicable school year, which is anticipated to be approximately seventeen (17) working days.

- For purposes of this section, any day during which the Kimberly Police Department provides designated law enforcement coverage to fulfill the essential functions of the SRO assignment shall not be considered an uncompensated absence day.

15. Exclusions and Compensation Adjustments

- The following activities shall be considered part of the contracted SRO services and shall not be counted toward the ten percent (10%) absence allowance described in Section 14:
- a. Training, conferences, meetings, or professional development activities specifically requested, approved, or required by the School District;
- b. Attendance at school-sponsored athletic events, extracurricular activities, graduations, dances, or other functions where the School District requests or requires the presence of the SRO;
- c. Duties performed directly in support of the School Resource Officer program or otherwise undertaken primarily for the benefit of the School District.
- In the event the cumulative number of qualifying absence days exceeds ten percent (10%) of the SRO's scheduled contract days during the applicable school year, and no designated law enforcement coverage has been provided for those excess absence days, the School District shall receive a compensation adjustment in the amount of **Three Hundred Seventeen Dollars and Sixty-One Cents (\$317.61)** for each qualifying day exceeding the ten percent (10%) threshold.
- Any determination regarding whether an absence qualifies for reimbursement under this Agreement shall be made jointly by the Chief of Police or designee and the Superintendent or designee, based upon the provisions contained herein.

16. The School District shall provide the SRO with reasonable office space, internet access, workspace accommodations, and access to student information systems when a legitimate educational interest exists and access is authorized by law.

17. Perform such additional duties as may be mutually agreed upon by the Chief of Police and the School District Superintendent.

TERMS OF EMPLOYMENT

1. The School District shall pay the City of Kimberly the sum of Fifty-four Thousand three Hundred Thirteen Dollars (\$54,313.00) for all services provided pursuant to this Agreement.
2. Payment shall be made on or before September 1, 2026.
3. The City shall remain solely responsible for all wages, payroll taxes, benefits, workers' compensation coverage, liability coverage, retirement contributions, uniforms, equipment, and other employment-related expenses associated with the SRO.
4. This Agreement shall commence on August 25, 2026, and terminate on May 28, 2027, unless terminated earlier by mutual written agreement.

5. The School District acknowledges that the services provided under this Agreement are for the assignment of a qualified School Resource Officer and not for the guarantee of continuous on-campus coverage. Temporary absences resulting from law enforcement operations, investigations, emergencies, staffing requirements, court appearances, training, leave usage, administrative responsibilities, or other Police Department duties shall not constitute a breach of this Agreement.

INFORMATION SHARING

The parties agree to cooperate and share information regarding school safety matters to the fullest extent permitted by federal and state law, including FERPA, Idaho law, criminal justice information regulations, and applicable privacy requirements.

Nothing in this Agreement shall require the disclosure of protected criminal justice information, confidential law enforcement records, attorney-client communications, or information otherwise exempt from disclosure.

EVALUATION

Representatives of the Kimberly School District and Kimberly Police Department shall meet annually to evaluate the effectiveness of the School Resource Officer Program and review this Agreement.

LIABILITY

Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents as provided by law. Nothing contained herein shall be construed as a waiver of any immunity, limitation of liability, or defense available under the Idaho Tort Claims Act or any other applicable law.

NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of the City and School District. Nothing contained herein shall create any rights in or benefits for any third party.

INDEPENDENT RELATIONSHIP

The relationship between the parties shall be that of independent governmental entities. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency relationship, or employer-employee relationship between the parties.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations regarding the School Resource Officer Program.

AMENDMENT

No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

SIGNATURES

CITY OF KIMBERLY

Burke Davidson, Mayor

Date: _____

KIMBERLY SCHOOL DISTRICT

Luke Schroeder, Superintendent

Date: _____