

## RESOURCE OFFICER AGREEMENT

The City of Kimberly and the Kimberly School District ("School District") desire the City of Kimberly, through the Kimberly Police Department, to provide a resource officer to assist the School District, including RISE Charter School, to promote a drug-free, safe and appropriate, learning environment for all students in attendance.

The parties therefore agree as follows:

### QUALIFICATIONS:

Resource officers derive their legal authority and law enforcement responsibilities directly from the law enforcement agency that employs them.

### PRIMARY RESPONSIBILITY TO:

While on duty in School District schools, the resource officer is under the guidance and direction of the school administration as to duties and responsibilities in the school setting: subject to the resource officer remaining under the direct control of the Kimberly Police Department with regard to any violation, potential violation, or report of a violation of any statute, ordinance or other law. In case of conflict, the Kimberly Police Department shall have final control of any action or policy required of or by the resource officer.

### JOB GOAL:

In order to promote a drug-free, safe, and appropriate leaning environment for all students in attendance the resource officer should ultimately decrease the incidence of juvenile crime both in the schools and in the community. The resource officer shall carry out the following tasks:

- I. Support the administration in providing a drug-free, safe, secure, and crime-free environment in the school. School administrators will report any possible crime to the SRO.
2. Support the administration in crowd control and safety at boys' varsity football and basketball games, as well as enforcement of state and district laws related to substance use and abuse on school grounds.
3. Perform traffic control duties and parking lot and hall surveillance.
4. Enforce the laws of the state and county and municipality. The parties recognize

that the School District may adopt policies and regulations affecting the conduct of persons present in School District schools. To the extent that violations of these policies and regulations constitute a violation of law, including breach of the peace, threat to public health, or safety, those policies and regulations will be enforced by the resource officer. To the extent that violations of these policies and regulations do not constitute a violation of the law, the resource officer is not required to take law enforcement action and will leave the enforcement thereof to the School District. The resource officer shall inform the school principal or designee of violations of School District policies of which the resource officer has personal knowledge.

5. Act as a public relations officer in the enhancement of the law enforcement image in the schools and community.
6. Work closely with parents, students, staff and members of the community to:
  - o Provide law and safety training,
  - o Encourage individual and small group discussions about law enforcement and safety related matters, and
  - o Solicit input on ways to create a safer school environment.
7. Assist in the implementation of programs at all district schools to take a proactive approach in educating students and families in the areas of prevention of substance abuse, crime prevention, and the enhancement of personal safety. Duties may include classroom or school presentations.
8. Act as consultant to the school administration on issues of safety, crime, substance abuse prevention, and other law enforcement issues that arise.
9. Receive and utilize training to remain current on national trends and educational issues including but not limited to substance awareness and abuse, crime prevention, and personal safety.
10. Meet with school administration to review any investigation reports prior to SRO submitting the police report to the extent permitted by law, Kimberly School District and Kimberly Police Department will mutually share information pertaining to any school related investigation.
11. Assist District personnel in completing threat assessments.
12. The Resource Officer shall be physically present in School District schools from 7:45 am until 3:45 pm each day that school is in session. Kimberly School District will provide SRO with an office on campus and technology support. SRO will have access to the student information system when a legitimate education interest is

present.

13. Other duties and responsibilities as deemed appropriate jointly by the Kimberly Police Department and the School Board.

TERMS OF EMPLOYMENT:

1. The School District shall pay the sum of \$42,500 for all services provided by the City of Kimberly pursuant to the terms of this agreement, which shall be paid by the School District on or before September 1, 2021.
2. Wages and benefits provided to the resource officer shall be paid by the City of Kimberly.
3. This agreement is for the period of the 2021-2022 school year, commencing August 24, 2021, and ending June 3, 2022.

EVALUATION:

Kimberly School District and Kimberly Police Department will meet in person to review the Resource Officer Agreement on an annual basis.

INTERPRETATION OF BENEFIT:

This agreement shall be for the sole benefit of the City of Kimberly and the School District and shall not be interpreted to benefit third parties. The relationship of the parties hereto is that of contractor and independent contractor and not that of employer and employee, and it is expressly understood and agreed that each party and their officers, agents, and employees do not in any way, nor for any purpose, become a partner, agent, joint venture, servant, or employee of the other.

ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between the parties.

AMENDMENT:

No amendment of this agreement shall be effective unless in writing and signed by each of the parties.

Authorized Signature

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Luke Schroeder  
Superintendent  
Kimberly School District  
Date:

Authorized Signature

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Burke Davidson  
Mayor  
City of Kimberly  
Date: