

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 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; however the resource officer shall remain 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 learning environment for all students in attendance the resource officer should ultimately discourage the youth of the community from habitual use of tobacco and other drugs and 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.
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. Function as a member of the school faculty in counseling students and assisting parents in working out problems with their children, specifically substance abuse, violence, and juvenile crime.
6. Act as a public relations officer in the enhancement of the law enforcement image in the schools and community.
7. Help resolve problems at the lowest echelon possible. This may result in counseling and the release of many first-time offenders. It may also result in the involvement of the resource officer in the juvenile justice system.
8. Assist in the implementation of programs at all district schools in the areas of prevention of substance abuse, crime prevention, and the enhancement of personal safety.
9. Act as consultant to the school administration on issues of safety, crime, substance abuse prevention, and other law enforcement issues that arise.
10. Investigate and follow through on cases involving incidents of crime, violence, or substance abuse in the school setting.
11. Receive training in substance abuse prevention and utilizing the skills from this training in the schools to educate students against substance abuse, including tobacco and alcohol.
12. 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 \$28,355.90 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 2018.
2. Wages and benefits provided to the resource office shall be paid by the City of Kimberly.
3. This agreement is for the period of the 2018-2019 school year, commencing August 27, 2018, and ending May 31, 2019.

4. The resource officer shall be physically present in School District schools in accordance with a schedule that is mutually agreeable to the School District and the Kimberly Police Department.

EVALUATION:

Performance of this position will be evaluated by both the school district and the Kimberly Police Department. The school district shall evaluate the resource officer in the area of crowd control, safety, counseling, public relations, and substance abuse prevention. The Kimberly Police Department shall evaluate the resource officer in all other areas.

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.

MUTUAL INDEMNIFICATION:

In the event the City of Kimberly or any of its officer, agents, employees, insurers, or indemnities have any third party claim, demand, suit or judgment asserted against them which arises from acts or omissions of the School District, its officers, agents, or employees, the School District shall at its expense, defend and indemnify the City of Kimberly, its officers, agents, employees, insurers and indemnities.

In the event the School District or any of its officers, agents, employees. Insurers, or indemnities have any third party claim, demand, suit, or judgment asserted against them which arises from acts or omissions of the City of Kimberly, its officers, agents, or employees, the City of Kimberly shall, at its expense, defend and indemnify the School, its officers, agents, employees, insurers, and indemnities.

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

Luke Schroeder
Superintendent

KIMBERLY SCHOOL DISTRICT

Date: _____

Authorized Signature

Burke Davidson
Mayor

CITY OF KIMBERLY

Date: _____