

**School Resource Officer Agreement**  
**Between Emmett School District 221 and**  
**The City of Emmett**

This Agreement is made and entered into this 17th day of December, 2024, by and between the Emmett School District 221 ("School District") and the City of Emmett, an Idaho municipal corporation ("City")

**1. Objectives:** This Agreement establishes a cooperative framework between the School District and the City's Police Department to foster a positive relationship between law enforcement, students, school staff, and the broader community.

**2. Purpose of the School Resource Officer (SRO) Program:** The School Resource Officer (SRO) program is a collaboration between the School District and the City based on the principles of "Community Policing." The program aims to enhance communication, promote safety, provide education on criminal justice, and develop crime prevention initiatives within the school setting. The primary goals are to foster a safe learning environment, strengthen relationships between law enforcement and youth, and divert students from the criminal justice system.

**3. School Resource Officer Responsibilities:** The SRO is tasked with:

- Attending trainings specific to SRO duties and responsibilities, such as NASRO.
- Providing law enforcement services to the schools, including crime prevention, intervention, and law education.
- Building rapport with students, parents, and staff by being a visible and accessible presence. During school breaks, lunch periods, and class transitions, the SRO will be present in visible areas, such as hallways and parking lots, to engage with students and deter violations.
- Presenting and teaching various topics, including alcohol and drug abuse, safe driving, internet safety, crime prevention, bullying, and community policing.
- Counseling troubled youth and working with school staff to address non-law enforcement issues.
- Assisting school administrators in the application and enforcement of criminal laws.

In addition to the core responsibilities outlined above, the SRO will:

- Primarily be assigned to Emmett High School on all student contact days as per the school calendar but will make efforts to regularly visit other schools within the district.
- Avoid taking their lunch break during student lunch periods.

- Attend 12 professional development days throughout the school year as scheduled by the district.
- Be present at all home varsity football games, Homecoming dance, Tip-Off dance, Prom, and high school graduation ceremonies.
- Attend home varsity basketball games as requested by the building administration.
- Regularly attend Emmett Middle School athletic events and activities.
- Provide ongoing support for the district-wide Safety Plan.

**4. School Resource Officer Reporting Requirements:** To ensure ongoing transparency and alignment with district safety objectives, the Emmett Police Chief, School Resource Officer (SRO), and/or his designee shall be required to present to the Emmett School Board of Trustees twice per academic year. This presentation shall cover the following aspects:

- A. **SRO Program Overview:** Updates on program initiatives, goals, and community engagement activities related to the SRO's role within the school district.
- B. **Enforcement Data:** Summary and analysis of any enforcement actions, including but not limited to incident types, response times, and outcomes, while maintaining student confidentiality as required by law.
- C. **Training Data:** Information on training completed by the SRO, including relevant certifications, professional development sessions attended, and specific training programs undertaken to support the safety and well-being of students and staff.

These presentations shall take place once during the fall semester and once during the spring semester to provide timely updates and facilitate ongoing communication between the SRO, the School District administration, and the Emmett School Board of Trustees.

**5. City Obligations:**

- The City will provide one POST-certified law enforcement officer to serve as the SRO, starting no later than one week before the school year begins.
- The SRO will remain an employee of the City and report to the Chief of Police. However, the SRO will collaborate with designated School District Administrative personnel, including the building Principal, the District Superintendent, or other personnel designated by the District Board of Trustees, to adjust their schedule and assignments to meet the needs of the School District, including attending extracurricular events as specified.

- The SRO will make every effort to keep private and secure all property, reports, records and other documents. If any City Property or document is lost, damaged or stolen it will be immediately reported to the SRO supervisor or Chief of Police.

**6. Emmett School District Obligations:**

- The School District will provide office space, equipment, and materials necessary for the SRO at Emmett High School to fulfill educational and counseling responsibilities within the schools.
- The School District will offer training on school policies, discipline procedures, adolescence, and other relevant topics to support the SRO's role in the school environment.
- The School District will also provide grant funding or other financial support to assist with the SRO's compensation. The School District shall pay City for SRO services, according to the following formula:

One-hundred eighty (180) days divided by Two Hundred Sixty (260) days multiplied by the SRO's salary and benefits equals Yearly District Cost  
 (180 days/260 days X SRO's Salary and Benefits = Yearly District Cost)

The City will send a copy of each SRO's salary document to School District's Superintendent as soon as the wage schedule is finalized for each year of this Agreement.

If the School District requests the SRO to work more than forty (40) hours in a week, then the School District shall pay the City the actual cost of overtime paid to the SRO by the City for that week. In the event the SRO needs to work more than forty (40) hours on School District related matters, such work must be first approved in writing by the building Principal or School District Superintendent.

- Due to the fact that School District's funding for the SRO is through a State grant, the City's payroll invoices must be submitted to Emmett School District 221 on or before the 10<sup>th</sup> day of the month to ensure timely submittal and payment of the payroll invoice.
- If for any unforeseen reason the school year is canceled or school is closed, the School District will continue to pay for SRO's for the remainder of the school year
- The School District will make every effort to keep private and secure all property, reports, records and other documents. If any School District property or document is lost, damaged or stolen it will be immediately reported to the administrator of that school or the Superintendent of the Emmett School District.

**7. Employment Status:** The SRO is an employee of the City and not of the School District, and that City shall be solely responsible for paying the SRO, providing all employment benefits, providing worker's compensation coverage, and all necessary tools and equipment other than those specified herein. The School District shall not have the

ability to control the means, manner, or method of the SRO's performance of their duties.

**8. Good Faith Cooperation:** The School District and the City agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions shall be resolved by negotiation between School District's Superintendent and City's Chief of Police or their designees. Provided, however, nothing herein shall be construed as limiting, in any way, any remedies at law or in equity that the Parties may have.

**9. Third Parties and Assignment:** This Agreement is for the sole benefit of the parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. There shall be no assignment of the responsibilities and benefits created by this Agreement.

**10. Term of Agreement:** This Agreement will be effective for a one-year term commencing on the effective date and will automatically renew annually on July 1, subject to the appropriation of necessary funds. Either party may terminate the agreement upon 30 days written notice. Any amendments or modifications must be made in writing. This Agreement constitutes the entire agreement between the parties and supersedes all prior.

**11. Force Majeure:** Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.

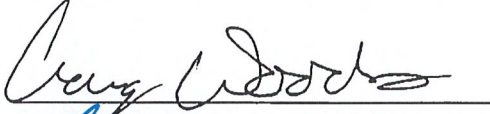
**12. Attorney Fees:** In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees.

**13. Public Records:** The Parties herein understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, the Idaho Open Meetings Act, I.C. §§ 74-201, *et seq.*, and other applicable federal and state laws.

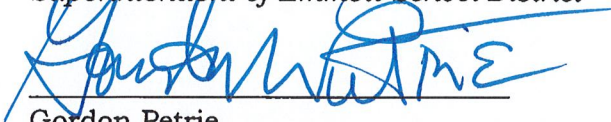
**14. Indemnification:** The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions, and those of its officers and employees acting within the course and scope of their employment.

**15. No Joint Venture:** Nothing contained in this MOU shall be in any way construed as creating a separate legal entity or expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship.

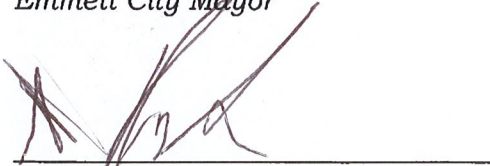
WITNESS the following signatures in agreement to the above terms and conditions:



Craig Woods  
*Superintendent of Emmett School District*



Gordon Petrie  
*Emmett City Mayor*



Steve Kunka  
*Emmett City Police Chief*