

**CALDWELL SCHOOL DISTRICT NO. 132  
SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT**

This Agreement between Caldwell School District No. 132, a body corporate and politic of the State of Idaho (“District”) and the City of Caldwell, a municipal corporation of the state of Idaho (“City”) by and through the Caldwell Police Department (“CPD”) is for the purpose of formalizing the terms and conditions of participation in the CPD School Resource Officer Program (“SRO Program”), effective on the date it is fully executed by both Parties.

**RECITALS**

- The District and the City desire to provide a law enforcement presence within the schools and facilities of the District by assigning specific CPD officers as a school resource officers (“SRO”) within the designated schools; and
- CPD has proposed an SRO Program for the District as set forth below; and
- The District and the City recognize the potential outstanding benefits of SRO Program for the community of Caldwell and to the students, their families, faculty, staff, of the District in particular; and
- It is in the best interests of the District, and the City, and the citizens of Caldwell, Canyon County, Idaho to establish this program; and
- The Parties wish to exercise their authority and power, if necessary, to effectuate the proposes of this Agreement in accordance with the authority of Idaho law as a Joint Exercise of Power Agreement in accordance with the provisions of Idaho Code § 67-2328 and an interagency contract in accordance with the provisions of Idaho Code § 67-2332.

Therefore, the Parties agree as follows:

**I. SRO PROGRAM SERVICES AND EXPECTATIONS**

1. The purpose of the SRO Program is to provide a law enforcement presence within the schools and facilities of the District.
2. CPD will assign specific CPD officers as a school resource officers (“SRO”) within the designated schools.
3. The primary responsibility of the SRO is as a first responder and law enforcement officer, the duty to enforce applicable Idaho laws and investigate possible crime shall take precedence over all other SRO Program duties and responsibilities. The SRO may only enforce the District’s policies, procedures, rules, and regulations to the extent that such violations constitute a violation of law enforceable by CPD, including breach of the peace, or a threat to public health or safety. All other District policy is solely the District’s responsibility to enforce and is not part of the SRO Program.

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4. SROs will maintain open and regular communication with the assigned school principal. The SRO and the school principal will meet regularly to discuss the expectations for the SRO Program at that school and any concerns.

5. To the extent possible, SROs will coordinate SRO Program activities with the principals and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.
6. The District may request CPD reassign an SRO for good cause. The District and CPD shall meet to discuss the request and possible resolutions prior to any decisions. If an agreement cannot be reached, the District may elect to terminate this Agreement for the particular school through the termination clause in this Agreement.
7. The District shall provide to each SRO access to a private workspace that includes a desk, chairs, computer and/or network access, and access to facilities at the school so that the SRO can write reports, conduct interviews, make phone calls, and complete administrative tasks without leaving the school, including limited access to the District student database enabling the SRO only to access Directory Information pursuant to the District's definition under the Family Educational Rights and Privacy Act absent specific pre-authorization by the District's Administration to otherwise access additional information, and a copy of the District's current policies, procedures, rules, and regulations and any updates as made.
8. The District shall implement policies as required by Idaho Code § 33-210(1) specifying how the District's personnel will respond when a student discloses or is reasonably suspected of using or being under the influence of alcohol or any controlled substance defined by Idaho Code § 37-2732C(1).
9. The District and the City agree to share and maintain the confidentiality of information as required and permitted by Idaho Code §§ 33-202, 33-205, 33-207(2), 33-207(3), 33-210, 16-1605, 74-105(1), 74-124, and 20 U.S.C. § 1232g and any other state or federal law or regulation, as such may be amended from time to time and notice is provided by the District of any such amendments.
10. Under no circumstances is the SRO authorized or responsible for supervising any of the District's students or the District's elected officials, officers, employees, volunteers, interns, externs, representatives, or agents.
11. There is no obligation for the SRO to coordinate the SRO Program services with school security guards. School security guards will not have any oversight or authority over an SRO. The principal shall coordinate with the SRO regarding whether security guards are necessary along with the number of security guards and the attire of school security guards, if any. CPD and the District will determine together the need and extent for joint training with school security guards.

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## **II. SRO PROGRAM HOURS**

1. Excluding school holidays and vacations, the City will provide an average of eighty (80) hours of SRO services every two-week pay period for the District ("SRO Program Hours"), beginning the week before students start school until school is no longer in session for the summer break, subject to the conditions listed below.
2. The general expectation is that SROs are expected to be present at the assigned school during

normal classroom hours when students are at the school during the school year (7:30 a.m. to 3:30 p.m. Monday through Friday) as much as possible, unless other arrangements are requested by the school principal.

3. The District may request SROs attend events outside of normal school days and times for extracurricular events or District functions. Such requests will be made by the school principal to the SRO. Any hours worked by the SRO at an after-school activity shall be counted as SRO Program Hours. The SRO will modify hours of SRO services provided during the remainder of the two-week period to accommodate hours spent at after-school activities so that the SRO Program Hours remain at the appropriate level.
4. SRO Program Hours include services that arise directly out of services rendered under this Agreement, even if not performed on the District's property (e.g., writing reports, packaging evidence, transporting suspects, attendance at mandatory CPD training at least once per month (currently the second or fourth Wednesday of the month). CPD does not have any obligation to assign personnel to work overtime as part of the SRO program.
5. SRO Program Hours do not include time when an SRO is required to respond to a call as a CPD law enforcement officer in emergency situations. Such time will not be counted toward the eighty (80) hours of work during every two week period of service.
6. CPD is not obligated to provide coverage/substitutes for SROs for absences less than one (1) week of school. If the SRO is sick or otherwise on leave, no replacement SRO will be provided unless such leave is anticipated to be for one week or longer. If possible, the SRO will adjust scheduling to meet the SRO Program Hours. Notice will be given to school administrators prior to SRO absence with contact information for the alternate SRO. The District will be entitled to cost adjustment if CPD is unable to provide an SRO for more than five (5) non-consecutive school days in a calendar month. The District may contact CPD with any concerns regarding SRO absence from the school and possible price adjustments related to absences as the need arises.
7. CPD agrees to coordinate occasional trainings with District staff and administrators within school facilities in order improve the efficiency of response, school safety, and knowledge of the local schools in the CPD jurisdiction. Time spent on these trainings will be considered SRO Service Hours.

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### **III. INDEPENDENT CONTRACTOR & RIGHT OF CONTROL**

1. The City, through CPD, is an independent contractor for the purposes of this Agreement and in the provision of all services provided in the SRO Program.
2. CPD shall retain full control of the SRO and the day-to-day operations of the SRO Program. Responsibility for the SRO shall remain solely with CPD. CPD alone has the sole discretion to make all decisions regarding filling the SRO position, although CPD may consider input from the District.
3. CPD retains and exercises complete discretion over law enforcement decisions including but not limited to decisions about whether to cite or arrest individuals, as well as decisions about

the type, nature, extent, and result of any response or activity undertaken by the SRO or CPD. The SRO must comport with all applicable policies and procedures of the City and CPD. The SRO will abide by the District's policies and procedures to the extent that they do not conflict with law or the City's policies.

4. The District agrees that it will have no right to control or direct the details, manner, or means by which CPD accomplishes the results of the services performed as part of the SRO Program, other than as specified herein. The SRO is not a school disciplinarian and shall not act, or be expected to act, as such. CPD has no obligation to schedule an SRO to work any particular hours or days or any particular number of hours or days other than otherwise set forth in this Agreement.
5. CPD is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the District. The District shall determine the work to be done by CPD, but CPD shall determine the legal means by which it accomplishes the work specified by the District. Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by the District on behalf of the City or the employees of the City. The SRO shall not be treated as an employee concerning the services performed hereunder for federal or state tax purposes.
6. As an independent contractor, the City shall secure and maintain appropriate insurance coverage for CPD employees participating in the SRO program, including worker's compensation insurance, commercial general liability insurance, and business auto liability insurance. The City shall not be required to secure any additional insurance other than what is required for the usual law enforcement services of CPD.

#### **IV. COSTS & PAYMENT**

1. Exhibit "1" to this Agreement is the *Cost and Payment Schedule* for the Agreement which lists the schools to be assigned an SRO, the expected average hours per week for each school, the annual payment amount, and the installment payment amounts and due dates.
2. The Cost and Payment Schedule does not include SRO overtime pay or SRO Program services for summer school, which will be billed separately by the City.

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3. All scheduled overtime for the SRO Program must be pre-approved by SRO's supervisor and will be billed at a cost of 1.5 times the hourly rate applicable for the SRO. Overtime costs will be invoiced separately by the City, payment will be due with next monthly installment payment or 45 days from invoice date, whichever is sooner.
4. Payment for summer school sessions will be billed in four week increments in the amount equal to a monthly installment payment for the particular agreement year and will not be subject to prorating.
5. The City/CPD reserves the right to waive these additional payment requirements at its own discretion.

#### **V. NOTIFICATIONS REQUIRED BY IDAHO CODE § 33-6001(6)**

1. Pursuant to Idaho Code § 33-6001(6), the District must "notify a student's parent or legal guardian if a student has been or may be questioned by a school resource officer or other law

enforcement official, unless the child is a victim or suspected victim of physical child abuse.”

2. To comply with this reporting requirement, the SRO will inform the school principal of any questioning of a student that may trigger the notification requirements of Idaho Code § 33-6001(6) as soon as practicable, ideally no later than the end of the school day or within two hours of completion of the questioning if conducted after the school day.
3. The term “questioned by a [SRO] or other law enforcement official” in the statute is vague and not defined. To address this inadequacy for the purposes of this Agreement, the Parties agree that “questioned by a SRO or other law enforcement official” means when a law enforcement official formally questions a student while at the school during official school activities in direct connection to a criminal investigation. Any questioning that does not fit this definition will not trigger the reporting requirement of Idaho Code § 33-6001(6).
4. To comply with Idaho Code § 33-6001(6), the District must provide notification to parents/guardians that the questioning will or did take place. Nothing more is required to be disclosed to comply with statute. The SRO/CPD is not obligated under this Agreement to share any information or details other than the name of the student who was “questioned” and will only share more information at CPD’s discretion or if compelled by applicable law.
5. There is no requirement for the SRO or CPD to notify the District of questioning that triggers a reporting requirement under this section by another law enforcement agency if the SRO/CPD is unaware that the questioning took place.
6. The District will create its own policy to ensure compliance with Idaho Code § 33-6001(6) that will incorporate the provisions contained in this section of the Agreement.

## **VI. RECORDS**

1. All records written and maintained by an SRO in the performance of this Agreement are the records of CPD and the City and shall be considered law enforcement records.

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2. CPD shall, in the performance of this Agreement, maintain its SRO records in a manner that protects the privacy of students so that confidential student information is protected as provided by federal and the state laws of Idaho, including the Family Educational Rights and Privacy Act (“FERPA”) and the Idaho Data Accountability Act, Idaho Code § 33-133.

## **VII. TERMS, RENEWAL, AND TERMINATION**

1. Initial Term. The initial term of this Agreement for the 2025-2026 school year commences on the day it is fully executed by both Parties and shall remain in effect until June 30, 2026.
2. Renewal. After the expiration of the initial term, the Agreement may be renewed annually by the written consent of both Parties.
3. Termination. Either Party may terminate this Agreement as set forth below.
  - For Cause. This Agreement may be terminated by either Party upon forty-five (45) days written notice that the other Party has failed to substantially perform in accordance with the terms and conditions of the Agreement. The non-terminating Party shall have fifteen (15) days to remedy the failure to perform to avoid termination for cause.

- Without Cause. A Party may terminate this Agreement without cause upon ninety (90) days written notice. Termination may be limited to a particular school(s) or the entire District.

In the event of termination, the District will still be responsible to pay in full for all services rendered by CPD up to the date of termination in accordance with the provisions of this Agreement. CPD will not be entitled to any compensation for SRO services performed after the date of termination, unless agreed upon by the Parties.

**VIII. INDEMNIFICATION**

1. Each party shall be solely responsible for its own wrongful act or inactions and shall not bear any responsibility or liability for the wrongful acts of the other. In the event that one Party is alleged to be liable solely as a result of wrongful acts, omissions, or negligence of the other Party or its employees, the negligent Party shall indemnify, defend, and hold harmless the other Party and its employees from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of the Party. This duty shall extend only to the extent that there are no allegations of wrongful acts, omissions or negligence of the Party seeking indemnification. Indemnification is only available to the extent allowed by Idaho law, including Article VIII, Section 4 of the Idaho Constitution and the Idaho Tort Claims Act, Idaho Code § 6-901, *et seq.*
2. Services provided by CPD as part of the SRO Program are not intended in any way to replace or fulfill any of the District’s responsibilities or duties. CPD makes no representation of any kind that SRO services provided under this Agreement would satisfy any of the District’s duties imposed by statute or common law, including, but not limited to, its duty of care, its duty to warn, its duty to investigate, its duty to supervise, and its duty to prevent foreseeable

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harm. Nothing in this Agreement transfers any duties by statutes or law from the District to the City. To the extent allowed by Idaho law, the District shall indemnify, defend, and hold harmless the City and its employees from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the District’s failure to satisfy its statutory and common law duties.

**IX. NOTICE**

Notice may be sent electronically or U.S. mail to the individuals in the positions listed below. Notice will be considered effective on the date sent.

<b>District CPD</b>	
Superintendent Caldwell School District #132 1502 Fillmore St Caldwell, Idaho 83605	Chief of Police Caldwell Police Department 110 S. 5 <sup>th</sup> Ave. Caldwell, Idaho 83605

**X. MODIFICATION**

1. This Agreement may be modified only upon the written consent of both parties. Modification agreements shall be attached to this Agreement as an exhibit and effective on the date executed by both Parties.

**XI. MISCELLANEOUS**

1. Final Expression, Merger, and Non-Assignability. This document constitutes the complete, exclusive, and a final written expression full understanding of the Parties. No terms, conditions, understandings or agreement purporting to modify terms of this document or assign any rights or obligations arising under the contract shall be binding unless made in writing and signed by both Parties.
2. Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of Idaho, with venue proper in the District Court for the County of Canyon, Idaho.
3. Good Faith. The Parties agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by informal negotiation between the District and CPD.
4. Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity of enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonable capable of completion.
5. Counterparts. This Agreement, and any amendments or modifications, may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement. The Parties have executed this Agreement by the respective duly authorized representatives.

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**For the District:**

N. Shalene French, District Superintendent Date Travis

Manning, Board of Trustees Chair Date

**For the City and CPD:**

Jarom Wagoner, Mayor Date Attest:

Debbie Geyer, City Clerk Date Rex Ingram, Chief of

Police Date

**EXHIBIT 1**

**CALDWELL SCHOOL DISTRICT No. 132 SRO PROGRAM  
COSTS AND PAYMENT SCHEDULE**

Pursuant to the provisions of the Agreement between Caldwell School District No. 132 (“District”) and the City of Caldwell (“City”) through the Caldwell Police Department (“CPD”) the District and the City agree to the following schedule for costs and payments for the Student Resource Officer (“SRO”) Program.

**Caldwell High School**

Caldwell High School will be assigned one (1) SRO for 80 hours of SRO Program Time per two weeks. Payments will be made in quarterly installments, due on the first day of September, December, March, and June in the amounts listed in the table below.

<b>School Year</b>	<b>Annual SRO Cost</b>	<b>Payment Amount</b>
2025/26	\$90,134.00	\$22,533.50

**Canyon Springs High School & Syringa Middle School**

Canyon Springs High School and Syringa Middle School will be assigned one (1) SRO for 80 hours of SRO Program Time per two weeks. The SRO and school principals will coordinate how SRO Program time will be allotted between the schools. Payments will be made in quarterly installments, due on the first day of September, December, March, and June in the amounts listed in the table below.

<b>School Year</b>	<b>Annual SRO Cost</b>	<b>Payment Amount</b>
2025/26	\$90,134.00	\$22,533.50