

AGREEMENT

This Agreement is entered into this _____ day of _____, 2008, by and between the City of Overland Park, a municipal corporation, hereinafter referred to as "City" and the St. Thomas Aquinas High School, Inc., located at 11411 Pflumm Road, a political subdivision of the State of Kansas, hereinafter referred to as "School."

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign a police officer to provide law enforcement services as specified herein: full-time to St. Thomas Aquinas High School. The police officer will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as law enforcement problem-solving resource persons, and providing the appropriate response regarding on-campus or school related criminal activity.

2. Term. The term of this Agreement shall be from August ____, 2008 until the end of the 2008-2009 school year, May ____, 2009, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, the officers shall perform regular police duties at a duty station as determined by the Chief of Police.

3. Termination. This Agreement may be terminated without cause by either party upon 30 days prior written notice.

4. Relationship of Parties. The City and the assigned police officer shall have the status of an independent contractor for purposes of this Agreement. The police officer assigned to the School shall be considered to be employees of the City and shall be subject to its control and supervision. The assigned officers will be subject to current procedures in effect for Overland Park police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. The School agrees to cooperate with the City in any administrative investigation regarding violations of such procedures by officers assigned to the School as SROs. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint

venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the School to accomplish the goals of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration. In consideration of the assignment of police officers to work with the School as provided herein, the School agrees to pay the City one hundred eighty-five dollars (\$185.00) per day for each day each officer works for the School (\$92.50 per half-day). The School will not be responsible for payment of overtime, unless it is requested by the School. The officer's weekly School schedule will be mutually agreed upon in consultation with the principal of the School. The officer may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under this Agreement. Payment from School to City is due upon School's receipt of an itemized statement of cost from the City.
6. Officer Responsibilities. Officers assigned to the School shall:
 - 6.1. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and other safety issues in the school community.
 - 6.2. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officer.
 - 6.3. Provide informational in-services and be a general resource for the staff on issues related to alcohol, and other drugs, violence prevention, gangs, safety and security.
 - 6.4. The officer will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.
 - 6.5. When a crime occurs, the officers will take the appropriate steps consistent with a Kansas law enforcement officer's duties.
 - 6.6. The officers will present educational programs to students and

school staff on topics agreed upon by both parties.

- 6.7 The officers will refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- 6.8 Unless in the officer's opinion circumstances prevent it, the officer will attempt to advise the school principal prior to taking legal action, subject to the officer's duties under the law.
- 6.9 The SRO shall not act as a school disciplinarian, nor make recommendations regarding school discipline. School Resource Officers are not to be used for regularly assigned lunchroom duties, as regular hall monitors, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the SRO may assist School employees until the problem is solved.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned police officers or the City beyond the general duties that exist for law enforcement officers within the state.

- 7. Time and Place of Performance. The City will make all reasonable efforts to have police officers available for duty at their assigned school each day that school is in session during the regular school year. The City is not required to furnish substitute officers on days when regular School Resource Officers are absent due to illness or police department requirements. The officers shall be and remain full-time uniformed law enforcement officers of and for the City, shall remain duly licensed and qualified to carry/use firearms and operate patrol cars, and shall otherwise be able to meet the physical demands of the services described herein. Notwithstanding anything herein to the contrary, in the event an officer should, for any reason, fail to remain so qualified, the City shall provide a substitute officer to perform the services until such time as the unqualified officer is able to resume his or her regular duties. The officers' SRO activities will be restricted to their assigned school grounds except for:

- 7.1 Follow up home visits when needed as a result of school related student problems.
- 7.2 School related off-campus activities when officer participation is requested by the principal and approved by the Agency.
- 7.3 In response to off-campus, but school related, criminal activity.
- 7.4 In response to emergency police activities.

8. School Responsibilities. The School will provide the police officer an office and such equipment as is necessary at his/her assigned school. This equipment shall include a telephone and filing space capable of being secured and access to a computer.

ST. THOMAS AQUINAS HIGH SCHOOL, INC.

By:

President, St. Thomas Aquinas High School

Attested by:

Principal, St. Thomas Aquinas High School

Approved as to Form:

Attorney

CITY OF OVERLAND PARK, KANSAS

By:

Carl Gerlach, Mayor

Attested by:

City Clerk

Approved as to Form:

John J. Knoll, Senior Assistant City Attorney