

AGREEMENT

This Agreement is entered into this _____ day of _____, 2009, by and between the City of Overland Park, a municipal corporation, hereinafter referred to as "City" and the Shawnee Mission Unified School District No. 512, located at 7235 Antioch, a political subdivision of the State of Kansas, hereinafter referred to as "District."

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 uniformed law enforcement officers, vehicles, radios and all necessary equipment for the School Resource Officer Program, hereinafter referred to as "SRO." The SRO will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as law enforcement problem-solving resource person, and providing the appropriate response during on-campus or school related criminal activity.
2. Term. The term of this Agreement shall be from the first day of school, which will be no earlier than August 17, 2009 through the last day of school, or no later than May 27, 2010 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 SRO 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 SRO shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered to be employees of the City and shall be subject to its control and supervision. The assigned SRO will be subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. The District agrees to cooperate with the City in any administrative investigation regarding violations of such procedures by officers assigned to the District as an SRO. 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 District 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 District as provided herein, the District agrees to pay the City one hundred eighty-five dollars (\$185.00) per day for each day each SRO works for the District (\$92.50 per half-day). The District will not be responsible for payment of overtime, unless it is requested by the District. The SRO's weekly District schedule will be mutually agreed upon in consultation with the principal of the school to which the SRO is assigned. The SRO 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 District to City is due upon District's receipt of an itemized statement of cost from the City at the end of each school session quarter.
6. SRO Responsibilities. The SRO assigned to the District 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 SRO.
 - 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. 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. Take the appropriate steps consistent with a Kansas law enforcement officer's duties when a crime occurs.
 - 6.6. Present educational programs to students and school staff on topics agreed upon by both parties.
 - 6.7. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.

- 6.8 Attempt to advise the school principal prior to taking legal action, subject to the officer's duties under the law (unless in the SRO's opinion circumstances prevent it).
- 6.9 Shall not act as a school disciplinarian, nor make recommendations regarding school discipline. The SRO is not to be used for regularly assigned lunchroom duties, as a regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the SRO may assist District 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 an SRO available for duty at his or her assigned school each day that school is in session during the regular school year. The City is not required to furnish a substitute SRO on days when the regular SRO is absent due to illness or police department requirements. The SRO 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 SRO to perform the services until such time as the unqualified SRO is able to resume his or her regular duties. The SRO's 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 SRO participation is requested by the principal and approved by the City.
 - 7.3 Responding to off-campus, but school related, criminal activity.
 - 7.4 Responding to emergency police activities.
- 8. District Responsibilities. The District will provide the SRO an on-site office and such supplies and equipment as are necessary at his or her assigned school. This equipment shall include a telephone, filing space capable of being secured, and access to a computer.

9. Signatures.

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT NO. 512

By:

President, Board of Education

Attested by:

Clerk, Board of Education

Approved as to Form:

Board Attorney

CITY OF OVERLAND PARK, KANSAS

By:

Carl Gerlach, Mayor

Attested by:

Marian Cook, City Clerk

Approved as to Form:

John J. Knoll, Senior Assistant City Attorney