

## AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ Year \_\_\_\_\_ by and between the \_\_\_\_\_ a division of a municipal corporation, herein after referred to as "Department" and the \_\_\_\_\_ a political subdivision of the State of Kansas, hereinafter referred to as "District". As follows:

## 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 department to assign Police Officers to work in the schools under the direction of the District as School Resource Officers. The Police Officers will work with school administrators in providing alcohol, drug, and other education, maintaining a safe learning environment and will take appropriate action regarding on campus and school related criminal activity.
2. Term. The Term of this agreement shall be from \_\_\_\_\_ until the end of the school year, \_\_\_\_\_, and automatically renewable for periods of one year, unless one or both parties shall provide in writing their desire to not renew the agreement, thirty (30) days prior to the renewal date. An annual evaluation will be conducted for the program. Outside the regular school year when schools are not in session and students are not present, the officer(s) shall perform regular police duties and be at the department.
3. Relationship of Parties. The police officers assigned to the School Resource Officer duties with the District are employees of the Department, and shall be subject to it's control and supervision. The assigned officer(s) will be subject to current procedures in effect for \_\_\_\_\_ police officers, including attendance at all mandated training and testing to maintain state peace officers certification, and specialized transportation, equipment, and training related to police will be the responsibility of the Department. 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.
4. Officer Responsibilities. Officers assigned the duties of School Resource Officer shall:
  - 4.1 Provide a program of educational leadership in addressing tobacco, alcohol, other drugs, gangs, and violence prevention, and safety issues in the school community.
  - 4.2 Present programs to parents on issues related to tobacco, alcohol, drugs, violence prevention and safety.
  - 4.3 Provide informational in-services for staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.
  - 4.4 The Officers will gather and document in writing intelligence regarding potential problems such as criminal activity, gang activity, and student unrest, and identify particular individuals who may be a disruptive influence to the school and/or students.

- 4.5 When a crime occurs, the officers will take the appropriate steps consistent with police officer's duties.
- 4.6 The officer will present educational programs to students and school staff on topics agreed to by both parties.
- 4.7 The officer will refer students and/or their families to the appropriate agencies when a need is determined.
- 4.8 The officer will not be assigned as a hall monitor, gym monitor, cafeteria monitor, classroom monitor, or perform duties associated with those functions and assigned to regular employees of the District.
- 5. Extent of Responsibility. Nothing required herein is intended to or will it constitute a relationship or duty for the assigned police officers or the Department beyond the general duties that exist for law enforcement officers within the State.
- 6. Time and place of Performance. The Department will endeavor to have officers available for duty at their assigned school each day school is in session during the regular school year. The Department is not required to furnish substitute officers on days when regular assigned School Resource Officers are absent due to illness or Police Department requirements.  
The Officer's activities will be restricted to their assigned schools except for:
  - 6.1 Follow-up investigations as needed for assigned school related criminal activity or student related problems.
  - 6.2 Incentive programs prior approved in writing by both parties
  - 6.3 In response to off campus but school related activity.
  - 6.4 In response to emergency police activities.
- 7. District Responsibilities. The District will provide officers a securable office and such equipment as necessary at their assigned schools. The District shall also provide specialized training and equipment related to school.
- 8. Funding. The District will pay 100% for the nine (9) months school is in session and the remaining three (3) months of the calendar year shall be the responsibility of the Department.
- 9. Good Faith. The School Board, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police, or their designees.

Approved as to form:

\_\_\_\_\_  
(Chief of Police)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(Mayor of City)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(President of Board of Education)

\_\_\_\_\_  
DATE