

**TURNER USD 202 SCHOOL RESOURCE OFFICER  
AGREEMENT**

THIS TURNER USD NO. 202 SCHOOL RESOURCE OFFICER AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION of TURNER UNIFIED SCHOOL DISTRICT No. 202, ("School District"), a political subdivision of the State of Kansas, 800 South 55<sup>th</sup> Street, Kansas City, Kansas, 66106, and the UNIFIED GOVERNMENT of KANSAS CITY/WYANDOTTE COUNTY and the KANSAS CITY, KANSAS POLICE DEPARTMENT (collectively referred to as "Unified Government" or "KCKPD") a political subdivision of the State of Kansas, 701 North 7<sup>th</sup> Street, Kansas City, KS 66101.

**WITNESSETH**

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, as amended, municipalities and certain public agencies, including political subdivisions of the State of Kansas as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, the School District and Unified Government, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in regard to having a School Resource Officer serve at Turner High School Turner USD No. 202 in Kansas City, Kansas; and

WHEREAS, the governing bodies of the School District and the Unified Government have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

**SECTION ONE  
EFFECTIVE DATE AND DURATION**

This Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of up to ten (10) years, unless sooner terminated as provided herein.

**SECTION TWO  
ADMINISTRATIVE ENTITY**

The Unified Government and School District do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement.

**SECTION THREE  
PURPOSE**

This Agreement is established for the purpose of jointly providing for a School Resource Officer to serve at Turner High School, or other schools within Turner USD No. 202 Schools, Kansas City, Kansas as needed as determined by School District.

**SECTION FOUR**  
**MANNER OF FINANCING**

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement. Unified Government shall budget and be responsible for all payments related to the employment of the School Resource Officer. Unified Government shall send an invoice to the School District on an annual basis following the completion of the school year for payment as follows:

School year 2021-2022:	\$30,000.00
School year 2022-2023:	\$33,000.00
School year 2023-2024:	\$36,000.00

School years 2024-through the term of the agreement:           Officer’s base salary and cost of living increases commensurate with that proscribed by the corresponding year’s Memorandum of Understanding Between the Unified Government and F.O.P. Lodge 4.

The invoice shall be paid within thirty (30) days of receipt by School District.

**SECTION FIVE**  
**DESCRIPTION OF ARRANGEMENT**

Unified Government agrees to employ and provide a full-time police officer for Turner High School within Turner USD No. 202 (“School Resource Officer”). The School Resource Officer shall be expected to attend and participate in applicable school meetings, and to communicate and coordinate with the school principal and other appropriate school officials concerning the needs of the school and its students. School Resource Officer shall perform the duties set forth in Exhibit A, attached hereto and incorporated by reference. School District shall house the officer on a full-time basis and provide adequate technology and office space to the officer. Unified Government shall be responsible for all other costs and matters associated with employing and maintaining the School Resource Officer (i.e., accounting, automobile, uniforms, etc.). If this Agreement is terminated in the middle of the budget year, the Unified Government and the School District agree to divide the costs proportionally associated with the payment of the School Resource Officer for salary as of the time of termination.

In the event a School Resource Officer must be replaced, KCKPD will follow the process outlined in the Memorandum of Understanding Between the Unified Government and F.O.P. Lodge 4, to fill the position.

**SECTION SIX**  
**NOTICE OF DEFAULT; CORRECTIVE ACTION**

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

## **SECTION SEVEN** **RIGHTS AND REMEDIES**

In the event of any breach hereunder and after the lapse of the cure period as per Section Six above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Kansas in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise. In addition, in the event the School District breaches this Agreement and fails to make corrections as set forth in Section Six above, the Unified Government may terminate this Agreement and cease providing a School Resource Officer to Turner USD No. 202 Schools.

## **SECTION EIGHT** **GOVERNING LAW, JURISDICTION, AND VENUE**

All questions with respect to the construction of this Agreement and all right and liability of the parties hereto shall be governed by the laws of the State of Kansas. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Wyandotte County, State of Kansas.

## **SECTION NINE** **NOTICE**

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the Unified Government, notice shall be mailed to the attention of the County Administrator at the above address. Either party may notify the other to designate a different address for mailing.

## **SECTION TEN** **TERMINATION**

Either party may terminate this Agreement at any time by giving the other party at least ninety (90) days prior written notice of the same.

## **SECTION ELEVEN** **GENERAL PROVISIONS**

**A. Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**B. Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

**C. Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.

**D. Covenants and Conditions.** Each provision of this Agreement performable by the City and the School District shall be deemed to be both a covenant and a condition.

**E. Not Assignable.** This Agreement is specific to the parties hereto and is therefore not assignable.

**F. Binding Effect.** This Agreement shall bind the parties and their respective successors and assigns.

**G. Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

**H. Time.** Time is of the essence of each term, provision, and covenant of this Agreement.

**I. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**J. Gender and Number.** The singular number includes the plural whenever the context so indicates. As to all this Agreement and any policies or procedures executed in connection thereto, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.

**K. Waiver or Forbearance.** No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

**L. No Partnership, Joint Venture, or Third Party Rights.** Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor confer any rights or benefits to third parties.

**- SIGNATURES ON FOLLOWING PAGE -**

IN WITNESS WHEREOF, the parties have signed and executed this USD NO. 202 SCHOOL RESOURCE OFFICER AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: \_\_\_\_\_  
Douglas G. Bach, County Administrator

ATTEST:

By: \_\_\_\_\_  
(Name) \_\_\_\_\_, \_\_\_\_\_ (title)

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF EDUCATION OF  
TURNER  
UNIFIED SCHOOL DISTRICT No. 202.

By: \_\_\_\_\_  
, Board President

ATTEST:

By: \_\_\_\_\_

EXHIBIT A

<b>The School Resource Officer Will:</b>
<b>1. Work office hours of 7:00am – 3:15pm; Flexible</b>
<b>2. Provide resources and the latest research in regard to safety and security of the school environment;</b>
<b>3. Supervise cafeteria during all lunch periods;</b>
<b>4. Supervise hallways during passing periods;</b>
<b>5. Will take appropriate police action to enforce local and state laws</b>
<b>6. Conduct home visits when requested</b>
<b>7. Handle all arrests and police reports;</b>
<b>8. May work school events when requested and approved by supervisor</b>
<b>9. Visit classrooms as a guest speaker;</b>
<b>10. Be a positive role model;</b>
<b>11. Maintain his/her position as an officer of the law (they will not be a disciplinarian).</b>
<b>12. Coordinate on a regular basis with street officers;</b>
<b>13. Provide a daily summary of activities to the building principal and direct supervisor with the KCKPD.</b>