



AGENDA ITEM SUMMARY

Agenda Item:

City of Overland Park SRO 1-year Agreement

Person Submitting Item:

Dan Carney

Background and Summary:

Renewal agreement with the City of Overland Park to provide school resource officers for multiple buildings.

Budget Source:

General Fund

Strategic Plan Alignment:

Fostering Supportive & Healthy School Communities

Recommendation:

Approve



PURCHASING UNIVERSAL REQUEST

BLUE VALLEY SCHOOL DISTRICT #229

Department/Bldg.:	Safety & Security	Requested By:	Dan Carney
Purpose: (please explain in detail why we need the items or services requested)			
School Resource Officer agreement with the City of Overland Park for 2026-2027. This is a one-year agreement unlike the past several contracts which were two years.			
Fund:	General Fund	Account Number:	Various
Funding Year:	2026/2027	Location(s) items or services are for:	Multiple
Does this use Bond Funds? (if yes, see below)		No	
☐ This request includes extended warranty, service or maintenance. Please complete the <u>Bond Warranty Agreement Form on page 2</u>		☐ This request includes training or consultation. Please complete <u>Bond Consultant Services Form on Page 3</u>	

Check all that apply to this Purchase:

- | | |
|--|---|
| ☐ This is a New Contract | ☐ This is a New Bid/RFP |
| ☒ This is a Renewal Contract | ☐ This is a Purchase from Bid/RFP # _____ |
| ☐ This is a Curriculum purchase | ☒ This Purchase requires BOE Signatures |
| ☐ This can be purchased off of _____ Contract # _____ | |

Begin Date: 8/13/2026	End Date: 5/26/2027
Company: City of Overland Park	Street Address: 8500 Santa Fe Drive
Contact Name: Richard Breshears	City: Overland Park
Telephone: (913) 895-6287	State: KS
Email: richard.breshears@opkansas.gov	Zip Code: 66212
Cost: \$ 544,000.00 Estimated	
Prior Year Cost: \$ 544,000.00 Estimated	
Terms: (Annual, Multi-Year, One-Time): Annual	

Month:(board meeting) July 2026 Budget Administrator Dan Carney Date 6/29/2026

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is entered into this ____ day of _____ between the **City of Overland Park, Kansas**, located at 8500 Santa Fe Drive, Overland Park, Kansas 66212, a municipal corporation, hereinafter referred to as "City", and the **Blue Valley Unified School District No. 229**, located at 15020 Metcalf Ave., Overland Park, KS 66223, a political subdivision of the State of Kansas, hereinafter referred to as "District."

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 (hereinafter referred to as "SROs"), vehicles, radios, and all necessary equipment for the School Resource Officer Program. SROs will work with school personnel in providing alcohol and drug education, maintaining a safe campus environment, serving as a law enforcement problem-solving resource, 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 in August 2026 through the last day of school in May 2027, as designated by the District's academic calendar, provided that the term may be extended by the District as it deems necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, SROs shall perform regular police duties at a duty station as determined by the City's Chief of Police, or their designee.
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 SROs shall have the status of an independent contractor of the District for purposes of this Agreement. All SROs assigned to the District shall be considered employees of the City, subject to the City's control and supervision. Assigned SROs 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 SROs assigned to the District. 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.

- 4.1. The City will continue to maintain all records concerning the performance of services listed here, including SRO employment records and any reports required by the City's Standards of Conduct or Standard Operating Procedure.
 - 4.2. All assigned SROs must complete a minimum 40-hour basic SRO training course no later than nine months after their placement in a District school. SROs shall also receive ongoing specialized training on topics including, but not limited to, the parameters and limitations of the SRO role versus school disciplinary matters, constitutional and civil rights, de-escalation, conflict resolution, bias-free policing, trauma-informed practices, and child and adolescent brain development.
5. **Consideration.** In consideration of the assignment of SROs to District schools as provided herein, the District agrees to pay the City for each hour each SRO works at a District school at the rate of \$ **38.00** per hour for the 2026-2027 school year. The District will not be responsible for overtime payment, unless the District requests it.
 - 5.1. SROs and supervisors may be called upon to perform after-hours activities at the District's request. These occasions, including the security duties at specified school events, will be mutually agreed upon by the City's Police Department and the School District. These hours will be billed to the School District at the current rate of the average Police Officer overtime rate or Police Sergeants, whichever one is applicable, to the member working the overtime. These rates are reviewed and updated annually and will be shared with the District as updated. In return, the School District will reimburse the City for these occasions.
 - 5.2. SROs' weekly District schedule will be mutually agreed upon in consultation with the Superintendent or his/ her designee. Each party will maintain a budget for expenditures under this Agreement. Payment from the District to the City will be made monthly or quarterly at the discretion of the City.
6. **SRO Responsibilities.** SROs 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 drug issues, 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. SROs also will share information with an administrator or a District police officer about persons and conditions that pertain to campus safety concerns.
 - 6.3. Provide informational in-services and be a general resource for District staff on issues related to alcohol, drugs, violence prevention, gangs, safety, and security.
 - 6.4. Gather information regarding potential emerging issues such as criminal activity, gang activity, and student unrest, as well as attempt to identify particular individuals who may be a disruptive influence to the school and/or students.
 - 6.5. SROs shall use their law enforcement powers judiciously, and only utilizing detention, arrest, or the use of physical restraints as a last resort to protect physical safety, and after appropriate de-escalation techniques have been attempted. SROs shall not detain students solely at the direction of a school administrator, and detaining a student shall never be used as a punitive

sanction.

- 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. Notify the principal as soon as practical of any significant enforcement event or public safety threat, including advising the building principal prior to taking legal action, subject to the SRO's duties under the law (unless, in the SRO's professional opinion, circumstances prevent prior notice).
- 6.9. Refer violations of the District's discipline code to District administration. SROs shall not act as school disciplinarians nor make recommendations regarding school discipline. District administrators are solely responsible for school discipline and will not request the SROs' assistance in such matters. SROs shall not be involved with the enforcement of school rules or disciplinary infractions that are not violations of law.
 - 6.9.1. SRO's are 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, SROs may assist District employees until the problem is resolved.
 - 6.9.2. Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned SROs or the City beyond the general duties that exist for law enforcement officers within the State.
- 6.10. Maintain the confidentiality of student records, as outlined in paragraph 11 below.
7. **Year-End Report.** The City will provide the District a year-end summary report documenting SRO activities, including but not limited to the number of student contacts, parent contacts, classroom presentations, and school functions attended, to the District's superintendent. In addition to the aforementioned metrics, the City shall track and provide data on all instances in which an SRO responds to a student incident, including, but not limited to: calls for SRO involvement, discipline incidents, citations, arrests, uses of force, searches, seizures, interrogations, and court referrals. This data shall be disaggregated by the student's race, ethnicity, age, sex, English-language learner status, and disability status. The City and SROs will actively assist the District in accurately collecting and reporting data on SRO-student interactions for the U.S. Department of Education's Civil Rights Data Collection (CRDC), when requested.
 - 7.1. SROs will also be responsible for the preparation and submission of police department reports and documents, which will be maintained and disseminated by the police department Records Unit.
8. **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. SROs 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. SRO's activities will be restricted to their assigned school grounds except for the following:

- 8.1. Follow-up home visits when needed as a result of school-related student problems.
- 8.2. School-related off-campus activities are when SRO participation is requested by the principal and approved by the city.
- 8.3. Responding to off-campus, but school-related, criminal activity.
- 8.4. Responding to emergency police activities.

9. **District Responsibilities**

- 9.1. The District will provide each SRO with an on-site office and the supplies and equipment necessary at his or her assigned school. This equipment shall include a telephone, filing space capable of being secured, and access to a computer.
- 9.2. The District shall notify DCF and the police department when any crime involving sexual abuse is reported to school personnel. The City will be the primary investigative agency for such crimes reported to them by the District. In addition to reporting crimes of sexual abuse to the police department and DCF, the District and the City shall ensure there are multiple, safe avenues for students to specifically report instances of sexual assault or misconduct perpetrated by an SRO or other officers
- 9.3. The District should provide training for all school district principals regarding the SRO program. This training should cover the specific roles of the SRO, clear instructions on when school personnel should and should not involve an SRO in student incidents, civil rights, and the consequences of student involvement in the criminal and juvenile justice systems. Where appropriate, joint training with SROs and school staff will be conducted.

10. **Search and Seizure: Interrogations**

- 10.1. Any searches of students and any searches and/ or seizures of property conducted by SROs for law enforcement purposes shall be performed in accordance with OPPD Policies.
- 10.2. Any interviews of students conducted by SROs for law enforcement purposes shall be performed in accordance with Overland Park Police Department policies.

11. **Student Records.** The release of student records is governed by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). For purposes of access to student records, SROs are considered a "school official" and may be provided with students' personally identifiable information ("PII") on an as-needed basis to carry out SRO duties for legitimate educational purposes. In addition, SROs may only use PII for the purpose for which the disclosure was made and to promote school safety and the physical security of students.

- 11.1. SROs, acting as school officials, may request student records from a District administrator for legitimate educational purposes. The parties acknowledge and understand that, in events requiring the creation of a police report, SROs may include student information in the police report and the report may be accessed by other officers and these reports will be subject to the Kansas Open Records Act (KORA).

12. **Indemnity:** Will be governed by the Kansas Tort Claims Act.

13. **Miscellaneous**

- 13.1. The agreement to the terms of Form DA146a (Rev. 07/ 19), which is attached to and made part of this Agreement as though fully set forth in this Agreement.
- 13.2. Neither the City nor the District may assign this Agreement without the prior written approval of both parties.
- 13.3. Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty and responsibilities conferred upon either Party under Kansas law.
- 13.4. In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.
- 13.5. The failure of either party to enforce one or more provisions of this Agreement with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this Agreement.
- 13.6. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified only by a writing signed by both parties,
- 13.7. The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF. the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

UNIFIED SCHOOL DISTRICT NO.229

JOHNSON COUNTY, STATE OF KANSAS

Curt Skoog, Mayor

Jan Kessinger, President, Board of Education

Date

Date

ATTEST:

ATTEST:

Elizabeth Kelley
City Clerk

Anna Sweeney, Clerk, Board of Education

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Eric R. Blevins
Sr. Assistant City Attorney

_____, General Counsel

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (KS.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (KS.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
 - a. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.