

**AGREEMENT BETWEEN
THE CITY OF OMAHA AND
WESTSIDE COMMUNITY SCHOOLS**

This agreement ("Agreement") is made and entered as of the date fully executed below, by and between the City of Omaha, a Municipal Corporation in Douglas County, Nebraska, organized and existing under the laws of the State of Nebraska, hereinafter referred to as "the City", and Douglas County School District No. 28-0066, also known as Westside Community Schools, a Nebraska political subdivision, hereinafter referred to as "the District":

WHEREAS, the District and the City share the goal of promoting school safety and a positive school climate;

WHEREAS, All parties acknowledge that crime prevention is most effective when the District, the City, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

WHEREAS, the District and the City agree it is important to create a school environment in which conflicts are de-escalated and students are provided developmentally appropriate and fair consequences for misbehavior that address the root causes of their misbehavior, while minimizing the loss of instruction time;

WHEREAS, District staff should generally not involve the City's Student Resource Officer(s), ("SRO" or "SROs"), in enforcement of the District's discipline policies;

WHEREAS, the District and the City recognize that student contact with the City's SROs and District staff builds positive relationships leading to better student outcomes; and

WHEREAS, the District and the City agree that student discipline practices and referrals to the juvenile justice system need to be closely monitored to ensure fair and equitable treatment for all District students.

NOW, THEREFORE, the District and the City agree as follows:

1. Roles and Responsibilities Regarding School Discipline.

- a. The City shall inform the District of its policy that addresses when a parent or guardian will be notified or present, if a student is subjected to questioning or interrogation by a SRO or other employee of the City. The District policy that addresses when a parent or guardian will be notified or present if a student is subjected to questioning or interrogation by a school official or by an SRO in conjunction with a school official is Board Policy 5315R and may be found on the District's website. The District will provide written notice of the City policy and any District policy or regulation as described above and make that information available to all parents or guardians in a language such parent or guardian understands.
- b. City shall inform the District of its policy that addresses under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by an SRO or other employee of the City. The District will provide notice of the City's policy addressing students being advised of constitutional rights prior to being questioned or interrogated by an SRO in conjunction with a school official and make that information available to all parents or guardians.
- c. The City and the District will both comply with the District's rules and standards concerning the type or category of student conduct or actions that will be resolved as a disciplinary matter

by a school official and not subject to referral to law enforcement and the type of student conduct or actions that will be referred to law enforcement for prosecution as required by Neb. Rev. Stat. § 79-262. These rules and standards are found in the District's Board Policy 5300 and may be found online on the District's website.

- d. The City shall keep records on each student referral by a SRO for prosecution in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate: (a) The reason for such referral; and (b) Federally identified demographic characteristics of such student.
- e. SROs of the City will maintain a high level of confidentiality of all matters regarding the District's staff, and student information.

2. Training.

- a. Within six months of being assigned as SROs to the District, each SRO shall have completed a minimum of twenty hours of training focused on school-based law enforcement, including but not limited to, coursework focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice practices, and preventing violence in school settings. Assignments as an SRO that do not meet the definition of "School resource officer" found at Neb. Rev. Stat. § 79-2702 are not subject to the requirements of this AGREEMENT, but the use of such assignments should not be used to circumvent the training requirements set forth in this paragraph.
- b. Within six months of a SRO being assigned to a school building, a minimum of one administrator in each elementary and secondary school building will have completed a minimum of twenty hours of training, excluding previous college coursework, focused on school-based law enforcement, including, but not limited to course work focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice, and preventing violence in school settings.

3. Student and Parent Complaints. The City will inform the District of its process for accepting student and parent complaints regarding its SROs. In collaboration with the City, the District shall provide written notice of the City's policy and make that information available to all parents or guardians. If such process does not exist, complaints will be forwarded to the City.

4. Liability and Indemnification. Nothing in the performance of this AGREEMENT shall impose any liability for claims made against the parties, and the parties agree to indemnify the other for intentional wrongdoing or negligence by the offending party, related to this AGREEMENT.

5. Term/Termination. This AGREEMENT has a term commencing August 6, 2026 and terminating at the completion of Summer Session 2027. This AGREEMENT contains the full and complete understanding of the parties and may be terminated during its term by either party upon service to the other party's authorized representative of the intent to terminate at least thirty (30) days prior to the date of termination. In the event this AGREEMENT is terminated subsequent to the District's payment of any payments due, then the District shall receive a pro rata refund based upon the amount of time remaining, subsequent to termination, for which payment was made.

6. Assignment/Costs

- a. The City shall assign two SROs to the District for the 2026-2027 school year, including any summer school session(s) if requested by the District. Costs are estimated on a 36-week school year starting August 6, 2026 and ending at the close of the 2026 – 2027 school year for two School Resource Officers assigned to District No. 66 - Westside Community Schools at Westside High School and Westside Middle School, with coverage by the SROs at elementary schools and early childhood center based on the needs of the District.
- b. The parties specifically agree that District No.66 shall compensate the City an estimated range of \$220,521.60 - \$234,624.00. It is understood that the above-referenced range is based upon the top officer rate, college and longevity pay as set forth in the Union Contract between the Omaha Police Officers Association (OPOA) and the City of Omaha. The District will not pay the City for:
 - i. Overtime;
 - ii. non-school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and responses to gang fights, assaults, arson, or court appearances.
- c. The City shall be responsible for the SRO's compensation on days when schools are in session and the officer is not at the school assignment, unless the SRO's absence is due to attending an off campus activity at the school's request.
- d. The City shall be responsible for the SRO's compensation on all holidays, vacation days, or sick leave days.
- e. The City agrees to pay all other costs including training and certification.
- f. The City agrees to invoice the District Attn: Office of Student Services, ABC Building, 909 South 76th Street, Omaha, NE 68114, delineating the SRO compensation due from the District on a per-SRO basis, and to provide other supporting documentation for the invoice as may be reasonably requested by District No. 66. Payment from the District to the City will be made 30 days after the end of the semester.

7. Time and Place of Performance

- a. The City will assure that each SRO will be on the campus of their assigned schools each day that school is in session during the regular school year. A full school day shift will be 8 hours. Time spent on campus will not exceed a 7.5 hours. The remaining 30 minutes will allow for two 15-minute drive times to and from a police precinct building to allow the SROs to dock their OPD Body Worn Cameras when needed.
- b. The hours of the day that the SRO spends their 7.5 hours on campus will be determined by agreement between the school principal and the SRO supervisor. The SRO's activities will be restricted to the assigned schools except for:
 - i. Follow-up home visits when needed as a result of school related student problems.
 - ii. School related off-campus activities when the principal requests officer participation and approved by City.
 - iii. Response to off-campus, but school related criminal activity.
 - iv. Response to emergency law enforcement activities or court appearances.
- c. Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor. These adjustments should be approved prior to their being required and should be to cover scheduled school related activities requiring the presence of a law enforcement officer.

8. Relationship of the Parties.

- a. The City shall have the status of an independent contractor for the purposes of this AGREEMENT. The SROs assigned to the District is an employee of the City and shall not be considered employees of the District and shall be subject to departmental control, supervision, policies, procedures, and General Orders of the Omaha Police Department. The City and the District shall govern themselves in performing this AGREEMENT through their regular employees; there being no separate governing board created for management. The property of

each party hereto shall remain separate and under the control of each party.

- b. Compensation and fringe benefits of the SRO shall be paid directly by the City and shall be in accordance with the Omaha Police Department's policies as established for its employees and as governed by law. The City shall maintain appropriate Worker's Compensation and Unemployment Insurance coverage for each police officer.
- c. The SRO will be subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state peace officer certification. This training and certification takes place throughout the year and will necessitate the absence of the SRO. This absence will not be at the cost of the District.

9. Non-Discrimination. Neither the City nor the District shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, gender, sexual orientation, disability, age, political or religious options, affiliations, national origin, or any other protected class.

10. Interest of the City. Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the Agreement voidable by the Mayor or Council.

11. Section of Officers/District Responsibility

- a. The City and the District shall mutually agree upon the appropriate police officers for each school. The District may request assignment of a different police officer at any time during this Agreement upon written notice to the City. If the District is dissatisfied with the performance of a police officer, the District shall contact the police officer's sergeant or appropriate supervisor, who shall instruct the police officer to leave the school if so requested by the District.
- b. The District will provide the SRO with access to an office that affords security and privacy and such equipment as is necessary at the assigned school. This equipment shall include, but not be limited to, a telephone, fax, copier, filing space capable of being secured, and access to a computer and/or secretarial assistance.
- c. District staff/administration will inform the SRO in regards to any serious potential law violations or threats of violence to students, staff or the school immediately.
- d. If school administration or district officials have concern regarding how the SRO handled a law enforcement matter, clarification will be sought out with the SRO. If not satisfied with the explanation of the SRO, the administration or district officials will contact the SRO supervisor for further clarification. The SRO supervisor will take appropriate counseling or mediation efforts, if needed.
- e. If the District is dissatisfied with the general performance of an SRO, the District shall contact the SRO's sergeant or appropriate supervisor in writing to discuss the basis for the dissatisfaction. Absent serious misconduct or policy violations, the SRO supervisor will take appropriate counseling or mediation steps, and notify the Bureau Captain and Deputy Chief. A request for the removal of the SRO from their position absent serious misconduct or policy violations, prior to any counseling or mediation attempts would require mutual agreement between the city and district.
- f. If there are allegations of serious misconduct or policy violations on the part of the SRO school administration or District officials will contact the SRO supervisor in writing immediately with a description of the alleged misconduct or policy violations. If these allegations exist, the District may request assignment of a different police officer at any time during this Agreement upon written notice to the City. If the City is in receipt of such request, the lieutenant and/or deputy chief who oversees the SROs will meet with the District to discuss the request for reassignment. If such request is based on alleged serious misconduct or policy violations, City

shall remove the SRO immediately while it conducts an investigation. The City and the District will meet after the investigation is completed and the SRO will not return to that school unless the parties both agree.

12. SRO Responsibilities.

- a. The police officers agree to be governed by the terms of the School Resource Officer Program which has been developed jointly by the Omaha Police Department and Westside Community Schools and provides the following:
 - i. Follow the National Association of School Resource Officers (NASRO) Triad Model for an SRO (Law Enforcement Officer, Teacher, Informal Counselor). Be a visible presence, build relationships with students, staff and parents, and a positive influence on the school learning environment.
 - ii. Work in concert with the school principals(s), or the school designate, meeting with the principal(s) on a weekly basis.
 - iii. Provide a program of educational leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, and violence prevention, and safety issues in the school community.
 - iv. Act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the officer.
 - v. Present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention, and safety.
 - vi. Provide informational in-services for staff on issues related to alcohol and other drugs and the law, violence, gangs, safety, and security.
 - vii. 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.
 - viii. Assist in maintaining order and enforcing school policies on school property. In conjunction with school officials, the SRO will take the appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO shall advise the principal before requesting additional police assistance on campus.\
 - ix. Refer students and/or their families to the appropriate agencies for assistance when need is determined.
 - x. Serve as the law enforcement representative on the school threat assessment team when requested.
 - xi. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
 - xii. The SRO will coordinate the scheduling of all requests for off duty officers at school related extracurricular events, or will advise the administration of the SROs designee who will handle these duties.
 - xiii. The SRO can perform other duties as may be mutually agreed upon in writing by the City and the District No. 66, provided further that nothing required herein is intended to or will constitute a relationship of duty for the assigned police officer or the City beyond the general duties that exist for law enforcement officer within the state.

13. New Employee Work Eligibility Status. Pursuant to and in order to be in compliance with Neb. Rev. Stat. §4-114(2), the parties shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration

verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. Lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 - 113.

14. Insurance. The City agrees to bear the costs and/or appropriately maintain its public liability and indemnity self-insurance program, and statutory Workers Compensation insurance, in order to cover all actions of the police officers while engaged in the performance of this Agreement.

15. Interest of the Parties. The parties covenant that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this AGREEMENT; they further covenant that, in the performance of this AGREEMENT, no person having any such interest shall be employed.

16. Merger/Assignment. This AGREEMENT shall not be merged into any other oral or written AGREEMENT, lease or deed of any type. This is the complete and full agreement of the parties. Neither party may assign its rights under this AGREEMENT without the express prior written consent of the other party.

17. Strict Compliance/Applicable Laws.

- a. All provisions of this AGREEMENT and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative of the parties.
- b. Parties to this AGREEMENT shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this AGREEMENT.

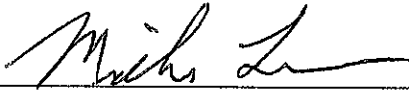
18. Authorized Representative. In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this AGREEMENT and for the period of any applicable statute of limitations thereafter, the following named individuals shall be authorized representatives of the parties:

- a. The City of Omaha
Chief of Police
Omaha Police Department
505 South 15th Street
Omaha, NE 68102
- b. Westside Community Schools
ABC Building
909 South 76th Street
Omaha, NE 68114
Attn: Director of Student Services

Agreed upon by:

Law Enforcement Agency: _____ Date _____

Douglas County School District No. 28-0066.

Superintendent  Date 8/27/26