

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this first day of December, 2017 by and between the Gallatin County School District (hereinafter referred to as "Board"), party of the first part, and the Gallatin County Sheriff's Department ("hereinafter referred to as "Sheriff"), party of the second part,

WITNESSETH:

WHEREAS, as part of HB 330 and as particularly codified in KRS 158.441, the 1998 General Assembly authorized the provision of school resource officer services by means of a contract to be entered into by local school districts with appropriate law enforcement agencies;

WHEREAS, the Board is a body politic and corporate pursuant to KRS 160.160, with legal authority to enter into contracts;

WHEREAS, the Sheriff is a XXXXXX designated by statute as a corporate entity with capacity to contract and be contracted with pursuant to KRS 82.081;

WHEREAS, the Sheriff possesses authority over the Gallatin County Sheriff's Department, which has been created as a department and agency of county government by statute;

WHEREAS, it is the intent and desire of the Sheriff and Board to provide for the services of a school resource officer as set forth herein and as authorized pursuant to KRS 158.441; and, NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the Board and the Sheriff as follows:

County Middle and Wildcat Academy pursuant to a schedule to be determined in conjunction with the principals of such schools, the Superintendent of Gallatin County School District and the Sheriff, which will allow for regular rendition of services at said schools. In addition, the SRO shall perform services on an as needed basis in the School District's elementary schools, and the schedule to be devised will allow for such.

(2) The SRO shall report directly to the Sheriff within the Gallatin County Sheriff's Department, who, as the SRO's employer, will work with the school administration of the Board in providing for the rendition of SRO services as outlined herein. Daily supervision and direction of the SRO shall be conducted by the Gallatin High School Principal. The SRO shall follow the principal's direction. The principal is the supervisor and primary evaluator of the SRO. The high school principal will coordinate efforts with the middle school principal to provide coverage for the middle school and Wildcat Academy.

(C) Regular Duty Hours Of School Resource Officer

(1) The SRO shall perform a regular workweek of hours with such hours and pay to be based on duties and pay equivalent to a regular police officer. It is agreed and understood that pursuant to clause (D) (2) (d) below, the SRO will from time to time be expected to attend meetings of parents/ faculty and school functions on request of a principal. If the SRO is absent, the sheriff will provide coverage. The high school principal will be notified in advance of an absence.

(D) Duties of School Resource Officer

(1) Instructional responsibilities/duties of SRO.

The SRO shall work in conjunction with principals of the aforementioned schools and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training; teens, crime and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by respective principals and school staffs. It is agreed and

(g) The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.

(h) Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to Board Policy, Sheriff Department Policy, Kentucky Revised statutes, and other legal requirements with regard to such interviews.

(i) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the SRO shall, in writing, 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 practical, the SRO shall advise the principal before requesting additional police assistance on campus.

(j) The SRO shall give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

(k) The SRO shall, whenever possible, participate in and/or attend school functions.

(l) The SRO may be assigned investigations relating to runaways, thefts, or any crime, relating to the students attending schools that the SRO serves.

(m) The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall submit reports of an instructional nature as required by the principal or school staff.

(p) The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

(q) The SRO shall regularly read and respond to emails.

ARTICLE III

Rights and Duties of the Board

The Board shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties with Gallatin County High School to be considered the SRO's base school and the office facilities as outlined below to be provided at such school:

- (A) Access to an air-conditioned and properly lighted private office, which shall contain a telephone, which may be used for general business purposes.
- (B) A location for files and records, which can be properly locked and secured.
- (C) A desk with drawers, a chair, work table, filing cabinet, and office supplies.
- (D) Access to technology which would increase his availability to staff and other agencies.

ARTICLE IV

Financials of the School Resource Officer program

For the 2017 - 2018 school year, the financing of the SRO will be as follows:

School Board - \$ 45,000.00 _____ to be pro-rated and paid monthly over

(D) The names of any applicants receiving a favorable recommendation from the SRO Interview Committee (which recommendation shall follow only upon a majority vote of the Interview Committee), shall be forwarded to the appropriate sheriff appointing authority, who shall appoint officers from the list of those recommended.

ARTICLE VII

Dismissal Of School Resource Officer: Replacement

(A) In the event a principal of a school to which the SRO is assigned feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent or designee that the SRO assignment be reviewed in the program at the school and shall state the reasons therefore in writing. Within five (5) working days of receiving the recommendation from the principal, the superintendent or his/her designee shall advise the Sheriff or his/her designee of the principal's request. In the event the superintendent feels the SRO is not performing his or her duties effectively, the superintendent shall so advise the Sheriff. If the Sheriff so desires, the superintendent and Sheriff, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within the five (5) working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Sheriff, then the SRO shall be removed from the program at the school and a replacement shall be obtained following the process set out in Article VI.

(B) The Sheriff may dismiss or reassign an SRO based upon Sheriff Department Rules, Regulations, and/or General Orders and when it is in the best interest of the people of Gallatin County.

(C) In the event of the resignation, dismissal, or reassignment of an SRO, the Sheriff shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the Interview Committee following the process set out in Article VI shall recommend a permanent replacement for the SRO position.

Good Faith

The School Board, the Sheriff, 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 Sheriff, or their designees.

ARTICLE XI

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XII

Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the School Board and Sheriff is obtained.

ARTICLE XIII

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XIV

Insurance/Hold Harmless Clause

It is understood and agreed that during the term of this Agreement and any renewal hereof, the sheriff's office shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$5,000,000 per policy naming the Gallatin

Gallatin County Sheriff

BY: _____

—
Josh Neale, Sheriff

ATTEST:

COMMONWEALTH OF KENTUCKY)
COUNTY OF _____) Sgt.

Subscribed and sworn to before me by Board of Education of Gallatin County by and through its Chairman Hargis Davis.

This the _____ day of November, 2017.

My Commission expires: _____

Notary Public, KY, State at
Large

COMMONWEALTH OF KENTUCKY)
COUNTY OF _____) Sgt.

Subscribed and sworn to before me by Gallatin County Sheriff's Office by and through its Sheriff, Josh Neal.

This the _____ day of November, 2017.

My Commission expires: _____

Notary Public, KY, State at
Large