

## **SCHOOL RESOURCE OFFICER AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of November, 2018 by and between the Board of Education of Henderson County, Kentucky ("Board"), and the Henderson County Sheriff's Office ("Sheriff").

### **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 Henderson County Sheriff's Department is a local law enforcement agency as contemplated by KRS 158.441;

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:

### **ARTICLE I TERM**

It is the intent and provision of this Agreement to provide for the services of a School Resource Officer ("SRO") with such services to be rendered at such school sites as agreed upon by the parties hereto, commencing on \_\_\_\_\_, 2018

It is expressly agreed and understood that the Board and the Sheriff shall not be bound hereby beyond the foregoing one (1) year term. Provided, however, that this Agreement shall automatically renew for subsequent one (1) year terms unless either party provides written notice of non-renewal thirty (30) calendar days prior to the expiration of any given one (1) year term with such notice to be furnished as provided in Article VII herein below.

### **ARTICLE II RIGHTS AND DUTIES OF THE SHERIFF**

The Sheriff shall provide a school resource officer ("SRO") and SRO services as follows:

#### **A. Training**

The SRO shall be a sworn law enforcement deputy. Prior to the assignment of a person to serve as SRO, the Sheriff shall certify in writing to the Superintendent of

the Henderson County Schools that such person has had specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (e.g., D.A.R.E.). Sheriff shall be responsible for ensuring the assigned SRO satisfies any requirements and qualifications for that position which may be added by statute or regulation during the term of this Agreement and any renewals thereof.

**B. Selection, Assignment, and Removal of School Resource Officer**

1. The Board, through its Superintendent/designee, will participate in the selection of each SRO. The Sheriff and Board Representative, prior to an assignment of each SRO, shall interview all Deputies who seek to be candidates for assignment. The Sheriff shall make each SRO assignment after consultation with the Board Representative.
2. Each SRO shall report directly to the Sheriff, or designee, who, as the SRO's supervisor, will work with the administration of a School in the School District in providing for the rendition of SRO services as outlined herein. The Sheriff shall assign two (2) certified reserve deputies to serve as SRO to serve the following schools: North Middle School and South Middle School, pursuant to a schedule to be determined in conjunction with the principals of such schools, the Superintendent of the Henderson County Schools and the Sheriff, which will allow for regular rendition of services at said schools.
3. In the event a Principal of the School to which an SRO is assigned forms the opinion that the SRO assigned to that School is not effectively performing his/her duties and responsibilities, the Principal shall recommend in writing to the Superintendent that the SRO be removed from the program governed by this Agreement. The Superintendent will, in writing, communicate with the Sheriff and request that the SRO be removed from the School. The Sheriff may then re-assign or dismiss the SRO. If, within the ten (10) working days from the date notice is received by the Sheriff, the problem cannot be resolved or mediated, then the SRO shall be removed from the program at the school and a replacement shall be obtained following the process set out herein.
4. The Henderson County Sheriff's Department may dismiss or reassign an SRO based upon Department Rules, Regulations, and/or General Orders at the sole discretion of the Henderson County Sheriff.
5. In the event that an assigned SRO is unavailable for a period equal to or in excess of ten (10) consecutive school days, the Board may request that the Sheriff assign a qualified temporary replacement. If a replacement is not available, the parties agree that the Board's obligations under this Agreement may be terminated, either temporarily or permanently, as to that SRO. In the event of the resignation, dismissal, reassignment or extended absence of an SRO, the Sheriff shall in good faith attempt

to find a replacement for the SRO within ten (10) school days after receiving notice of the anticipated continuous absence and the process of hiring a permanent replacement shall promptly commenced. The replacement Deputy shall be subject to the same screening process set out above and meet the same eligibility criteria described in paragraph above.

**C. Regular Duty Hours of School Resource Officer**

1. Each SRO shall be employed on a 193 day contract. Of the 193 days employed, eight (8) of those days shall be permitted to be designated as paid training days for the officer to attend law enforcement trainings and updates.
2. Each SRO shall be assigned duties during the regular school day. Regular work hours shall be 7:30 AM — 3:30 PM each school day. These hours may be adjusted by agreement of the parties should the need arise. The Sheriff agrees to provide SROs in the identified schools on all days that schools are in session with students in attendance during the school year. The Board will provide to the Sheriff, as soon as reasonably practicable, the school calendar for the current school year and any subsequent school year governed by this Agreement. It is understood by the parties of this Agreement that the school calendar may from time to time be amended due to inclement weather or for good cause, as reflected by action of the Board taken at a duly conducted meeting.
3. It is agreed and understood that pursuant to paragraph (D) (2) (d) below, any SRO may from time to time be expected to attend meeting of parents/faculty and school functions on request of a Principal.

**D. Duties of School Resource Officer**

1. **Instructional responsibilities/duties of SRO** The SRO shall work in conjunction with principals 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 understood that the SRO will perform services on a “guest lecturer” basis consistent with regulations promulgated by the Kentucky Board of Education and the Educational Professional Standards Board and shall do so in conjunction with and under the direction of appropriately certified teaching personnel or shall provide such services on a co-curricular or extracurricular basis as scheduling permits.
2. **Additional Duties and Responsibilities of the SRO**
  - a. The SRO shall coordinate his/her instructional activities with principals and staff members to allow for the orderly educational process within the respective schools served.

- b. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.
- c. The SRO shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with students.
- d. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
- e. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.
- f. The SRO shall become familiar with all community agencies, which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school. The SRO shall notify the principal, in writing, of the referrals.
- 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, unless it conflicts with the Sheriff's Office policies, ordinances of the Henderson County Fiscal Court, Kentucky Revised statutes, and other legal requirements with regard to such interviews. The basis for determination of such conflict shall be documented in writing by the SRO and provided to the principal.
- 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. Should the situation arise where the SRO finds it necessary to place a student in custody, the SRO shall transport any juvenile they take into custody per established Sheriff's Department policy.
- k. The SRO shall give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.
- l. The SRO shall, whenever possible, participate in and/or attend school functions.

- m. The SRO may be assigned investigations relating to runaways, thefts, or any crime, relating to the students attending schools that the SRO serves.
- n. 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.
- o. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of Board disciplinary policies and codes and the discipline codes of each school. The SRO shall become familiar with district/school disciplinary codes and disciplinary codes and standards and will meet at least annually with the Superintendent and each principal for the purpose of reviewing applicable disciplinary standards.
- p. Local law enforcement, the principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO shall then determine whether law enforcement action is appropriate with respect to those activities occurring on school property or at school sponsored functions, which a principal is directed to report to the “appropriate law enforcement agency” under KRS 158.154 (“assault resulting in serious physical injury, a sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a controlled substance in violation of the law, or damage to the property”), and those activities which an administrator, teacher, or other school employee is directed to report to the “local police department, sheriff, or Kentucky State police,” under KRS 158.155 (such activities consisting of conduct occurring on school premises or school sponsored events which is believed to constitute a misdemeanor or violation or offense relating to deadly weapons, use, possession, or sale of controlled substances, or a felony offense). It is agreed and understood that the SRO, as an employee of the Henderson County Sheriff’s Department, is authorized to receive and appropriately act on any of such foregoing reports and the aforementioned school personnel may satisfy such reporting requirements by advising the SRO of activities believed to fall within the foregoing statutory directives.
- q. 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.

**E. Fiscal Court Approval**

The Sheriff represents that, to the extent necessary for approval of this Agreement, this Agreement and the relationship outlined herein meets with the approval of the Henderson County Fiscal Court, that neither this Agreement nor the relationship outlined herein is in conflict with any policy, practice, custom, or ordinance of the Henderson County Fiscal Court, and that any approval of the Agreement required by the Fiscal Court has been properly obtained by the Sheriff.

### **ARTICLE III RIGHTS AND DUTIES OF THE BOARD**

The Board shall provide the SRO the following materials and facilities deemed necessary to the performance of the SRO's duties at a base school in the Henderson County School District:

- A. Access to an air-conditioned and properly lighted private office which shall contain a telephone that 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, including access to a computer.
- D. The Board shall be responsible for the costs of the SRO's uniform.

### **ARTICLE IV FINANCIAL RESPONSIBILITY OF THE PARTIES**

For the 2018-2019 school year, the financing of the SRO will be as follows:

**A. Henderson County Board of Education**

- 1. During the period(s) of this Agreement, the Board shall be responsible for reimbursing the Henderson County Sheriff's Office for the wages at a rate of \$23.65 per hour; overtime, if any, to be paid at a rate of time and a half of the hourly wage for work performed in excess of a forty (40) hour week; and associated benefits paid on behalf of the SROs providing services under this Agreement.
- 2. It is understood that the Sheriff's Office shall submit invoices for reimbursement of the wages and benefits paid on behalf of the SRO's assigned under this Agreement on a monthly basis and the Board shall remit payment within thirty (30) calendar days of receipt.
- 3. The Board shall add the SROs to its liability insurance and will be solely responsible for the expense associated with the addition of such coverage. This coverage shall not preclude the SROs from being covered by any liability insurance maintained by the Sheriff's Department as set forth in Article XI.

**B. Henderson County Sheriff's Department**

1. The Sheriff shall be responsible for paying the salary and any benefits associated with the SRO's employment in the Sheriff's Department and shall invoice the Board for reimbursement said costs of each SRO on a monthly basis.
2. The Sheriff shall provide the SRO with a vehicle, to be covered by the Sheriff Department's motor vehicle insurance, and shall be responsible for maintenance and fuel expenses associated with said vehicle.
3. The Sheriff shall be responsible for providing specialty law enforcement equipment required by the SRO for the performance of his duties.

Funding responsibilities for subsequent years will be negotiated between the Board and the Sheriff subject to the right of either to provide notice of termination of this Agreement as set forth in Article VI.

## **ARTICLE V EMPLOYMENT STATUS OF THE SCHOOL RESOURCE OFFICER**

The SRO shall remain an employee of the Henderson County Sheriff's Department and shall not be considered an employee of the Board. The Sheriff shall be responsible for compliance with Federal and State wage laws for each SRO, including adherence to the Fair Labor Standards Act and Internal Revenue Service regulations concerning appropriate tax and other withholdings and payments. The Sheriff shall be responsible for the maintenance of all employment records in compliance with Federal and State regulations. Any fines or judgments levied as a result of noncompliance with Federal/State laws and/or regulations will be the responsibility of the Sheriff. The Board and the Sheriff acknowledge that each SRO shall remain responsive to the chain of command of the Sheriff's Department.

## **ARTICLE VI TERMINATION OF AGREEMENT**

In addition to termination in writing thirty (30) days prior to expiration of the annual term hereof as provided in Article I, above, this Agreement may in any event be terminated by either party upon thirty (30) calendar days written notice with or without cause. Termination of this Agreement may only be accomplished as provided herein.

## **ARTICLE VII NOTICES**

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid and addressed as follows:

Marganna Stanley, Superintendent  
Henderson County Schools  
1805 Second Street  
Henderson, Kentucky 42420

Sheriff Ed Brady  
Henderson County Sheriff's Department  
20 North Main Street  
Henderson, Kentucky 42420

#### **ARTICLE VIII 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 IX 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 X 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 XI INSURANCE/HOLD HARMLESS CLAUSE**

It is understood and agreed that during the term of this Agreement and any renewal hereof, the Sheriff shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$1,000,000 per policy naming the Board of Education of Henderson County, and its officers and employees, as additional insureds and providing insurance coverage for all acts, omissions, and services performed by the SRO as described in this Agreement including insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services. Further, the Sheriff shall provide written proof of said coverage prior to execution of this Agreement and any time thereafter on request of the Board. The insurance provided by the Sheriff shall be deemed primary coverage relating to the acts of the SRO and not excess.

Likewise, during the term of this Agreement and any renewal hereof, the Board shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$1,000,000 per policy covering the SROs while they are performing the services described in this Agreement including insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services or shall add the SROs as additional insureds under its existing liability insurance policy for acts and omissions and services



performed by the SRO as described herein. The insurance provided by the Board shall be deemed secondary coverage relating to the acts of the SRO.

**ARTICLE XII  
SEVERABILITY**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

**ARTICLE XIII  
NON-DISCRIMINATION**

The Sheriff agrees that the SRO shall not discriminate against any individual on the basis of race, color, national origin, sex, religion, genetic information, or disability.

**ARTICLE XIV  
DISCLAIMER**

KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

**ARTICLE XV  
NO-THIRD-PARTY RIGHTS**

Nothing in this Agreement is intended by the parties to create, nor shall this Agreement be construed as creating rights, entitlements, and/or benefits of any kind whatsoever for anyone as a third-party beneficiary.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

BOARD OF EDUCATION OF  
HENDERSON COUNTY SCHOOL DISTRICT

HENDERSON COUNTY  
SHERIFF'S DEPARTMENT

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Marganna Stanley, Superintendent

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Ed Brady, Sheriff

COMMONWEALTH OF KENTUCKY           )  
   ) Sect.  
COUNTY OF HENDERSON                 )

Subscribed and sworn to before me by Marganna Stanley, Superintendent, Henderson County  
Schools, this \_\_\_\_\_ day of \_\_\_\_\_ 2018

My Commission expires: \_\_\_\_\_

Notary Public

COMMONWEALTH OF KENTUCKY           )  
   ) Sect.  
COUNTY OF HENDERSON                 )

Subscribed and sworn to before me by Sheriff Ed Brady of the Henderson County Sheriff's Department, this \_\_\_\_\_ day of \_\_\_\_\_ 2018

My Commission expires: \_\_\_\_\_

Notary Public