



FLOYD COUNTY BOARD OF EDUCATION
Danny Adkins, Superintendent
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Sherry Robinson- Chair - District 5
William Newsome, Jr., Vice-Chair - District 3
Linda C. Gearheart, Member - District 1
Dr. Chandra Varia, Member- District 2
Rhonda Meade, Member - District 4

Date: 1-25-19

Consider/Approve: Consider/Approve contract with the City of Prestonsburg , Ky. for services of a School Resource Officer for the 2018-2019 school year.

Applicable State or Board Policy: KRS 162.90 General powers and duties of the board. Board Policy 01.1.


Fiscal/Budgetary Impact:

School Resource Officer at the cost of not to exceed \$27,000.

Background: School Resource Officers (SRO's) primary role, is to provide law enforcement-type services to a school to encourage everyone to follow all of the school regulations. SROs investigate allegations of criminal incidents and make referrals of students to juvenile authorities, when necessary.

Recommended Action: Approve contract as presented.

Contact Person(s): Mr. Danny Adkins


Superintendent

SCHOOL RESOURCE OFFICER AGREEMENT

This is an Agreement between the Floyd County Board of Education, 106 North Front Ave., Prestonsburg, KY 41653 ("School District") and the City of Prestonsburg, 200 North Lake Drive, Prestonsburg, KY 41653 ("COP").

The effective date of this Agreement is _____ through _____.

WITNESSETH:

WHEREAS, KRS 158.441 provides that school resource officers may be employed through a contract between a local law enforcement agency and a school district;

WHEREAS, the School District and the COP have agreed to enter into this contract whereby the COP will provide its officers to serve as a School Resource Officer ("SRO") with the School District in a number and at school locations the School District and COP may from time to time agree.

NOW, THEREFORE, in consideration of mutual benefit and consideration provided herein, it is hereby agreed as follows:

I. Term of Agreement.

The COP will provide the SROs to School District effective _____ through _____.

This Agreement shall automatically renew on its anniversary date, unless terminated by either party by giving at least six (6) months written notice to the other party.

II. Rights and duties of the COP.

The COP shall provide SROs, and SRO services as follows:

A. Training

Each SRO shall be a sworn Officer, with training provided by the COP to work with youth at a school site and holding a Kentucky Peace Officer Professional Standards Certification.

Each SRO assigned to the School District shall, at the cost of the COP, attend training through NASRO, or its equivalent such as the Kentucky Department of Criminal Justice Training for School Resource Officers, and the conference conducted by the Kentucky Center for School Safety before the end of the SRO's first year of assignment at the School District, and if this agreement is renewed, on-going similar training each year thereafter.

In the event that a trained SRO becomes unavailable, the COP shall provide a suitable replacement on a temporary basis. The parties recognize that this replacement may not have the NASRO or equivalent training; but will be a trained, certified peace officer.

B. Assignment of School Resource Officers.

1. The COP shall assign SROs to work with the School District pursuant to a mutually agreed schedule.

2. The SROs shall be available to assist at all school locations to respond to emergencies on an as needed basis, but each SRO shall specifically be assigned a particular school.

C. Duties of School Resource Officer.

1. The SRO is a law enforcement officer of the COP and is not an employee or agent of the School District. The SRO's duties and functions while assigned to the School District are law enforcement. Even while the SRO is participating in meetings with parents or students, or interacting with parents, students, staff, and/or visitors to the school, the SRO is functioning in his capacity as a law enforcement officer.

2. The SRO will assist school personnel with maintaining order in and about the school, and rendering assistance to prevent or respond to student unrest or any other security risk both within the school and outside the school, that poses a danger to the student or others, and interacting in a positive, professional manner with all students, parents, School District staff, and other persons who the SRO may encounter while on assignment in the School District.

3. The SRO will make a good faith effort to become familiar with community agencies that offer assistance to youths and their families such as mental health clinics and drug treatment centers. The SRO may make referrals to agencies when necessary to assist the School District and students.

4. The SRO may assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations.

5. Should it become necessary to conduct law enforcement related interviews with students, the SRO shall adhere to the policies of the School District and the COP, Kentucky Revised Statutes, and other legal requirements with regard to such interviews.

6. The SRO may, by way of the exercise of his/her discretion as a sworn peace officer, take law enforcement action as he/she deems necessary. Actions undertaken by the SRO may or may not involve arrest, and the SRO's discretion and decision-making shall be governed by and subject to the policies, procedures, and training of the COP, and those laws of the Commonwealth of Kentucky which govern law enforcement officers and peace officers.

7. As soon as practical, the SRO may make the principal of the school aware of law enforcement action taken on the school premises. At the principal's request, the SRO may 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.

8. The SRO may give assistance to law enforcement officers in matters regarding his/her school assignment, when necessary.

9. The SRO may when requested, participate in and/or attend school functions or meetings in the SRO's capacity as a law enforcement officer, and to help maintain order in and about the school function or meeting, or to facilitate communications between school personnel

and parents or visitors. Furthermore, the SRO shall be available to attend and give testimony at student or staff disciplinary hearings when requested.

10. The SRO may be requested by the School District to investigate matters which may involve crime relating to the students or staff.

11. 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, which in fact is encouraged. Upon assignment, the SRO will be provided with copies of Board disciplinary policies and codes and the discipline codes of each school. The SRO will make reasonable efforts to become familiar with district/school and disciplinary codes and standards.

12. The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile code violations and the SRO will 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 COP, is authorized to receive and appropriately report to the COP Designee, in the Chain-Of- Command, who will see that the matter is brought to the direct attention of the Chain-Of- Command of the COP for all appropriate action on the reported matter and that the School District is fully informed on a confidential basis.

13. School administrators shall not interrogate students as to possible criminal conduct on behalf of or as agents of the SROs or the COP. Any SRO who in the scope of their duties with or on behalf of the School District participates in an interrogation of a student, or obtains information which may be used against a student in a criminal proceeding, shall follow all state and federal laws with respect to arrests, searches, seizures, and interrogations of students. SROs are also responsible for following those School Board policies applicable to SROs, including, but not limited to 09.436 and 09.4361, and to be aware of the policies governing safety of the schools in general. COP shall release, indemnify and hold the School District, its Board, and its employees harmless from any and all claims, complaints, or actions brought by or on behalf of a student alleging violation of his/her Constitutional rights or any other state or federal rights arising from the SRO's actions, including but not limited to restraint, arrest, search, seizure, or interrogation of a student.

14. The SRO shall maintain the confidentiality of any and all student records, consistent with state and federal laws, and the School Systems' Board policies.

III. Financing of the School Resource Officer Program and Administrative Expenses.

For each fiscal school year, July 1 through June 30, the financing of the SRO will be by mutual agreement of the parties.

IV. Cost.

The cost of the SRO shall be _____ (\$_____) per school year.

V. Employment status of the School Resource Officer.

The SRO shall remain an employee of the COP, and shall not be an employee, agent or independent contractor of the School. All work-related benefits, as applicable, accruing to the SRO shall be the sole responsibility of the COP, including, but not limited to, health insurance; workers compensation; retirement benefits; liability insurance; and unemployment insurance. The School and the COP acknowledge that the SRO shall remain responsive to the chain of command of the COP, and to the policies and procedures of the COP.

VI. Appointment of School Resource Officer.

The COP and the School District shall collaborate on the individual's assignments as SROs and their school location.

VII. Dismissal of School Resource Officer; Replacement.

1. In the event a principal of a school to which the SRO is assigned reasonably believes in the exercise of good faith judgment that the SRO is not effectively performing his or her duties, or performing in a manner not compatible with the School's culture, the principal shall make a report to the Superintendent (and/or his Designee) who shall seek a mutually satisfactory resolution of the matter with COP.

2. The City of Prestonsburg may in his sole discretion dismiss or reassign an SRO.

VIII. Insurance/Hold Harmless.

COP shall provide comprehensive, general liability insurance coverage for the SRO, consistent with the policies maintained by the COP in the same manner for other COP employees. COP shall release, indemnify and hold the School District harmless from any acts or omissions of the SRO. In the event of litigation, COP shall assume defense of the SRO and provide insurance coverage only to the same extent, and subject to the same conditions and limitations as is provided to other COP insureds.

School District shall provide comprehensive, general liability insurance coverage for its employees consistent with its policies maintained by the School District. In the event of litigation, the School District shall assume defense of anyone acting within the scope of their employment with the School District, and shall release and hold COP harmless for any acts, omissions, or negligence of School District insureds.

IX. Miscellaneous.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and it shall not be modified unless in writing duly executed by the parties.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers, each of which, for all purposes, is deemed to be an original.

FLOYD COUNTY BOARD OF EDUCATION:

CHAIR

Date

ATTEST:

SECRETARY

Date

CITY OF PRESTONSBURG:

Les Stapleton, Mayor

Date

ATTEST:

Date

**COMMONWEALTH OF KENTUCKY
COUNTY OF FLOYD**

The foregoing was signed, acknowledged and sworn to before me, a notary public, this the _____ day of _____, 20____, for and on behalf of Floyd County Board of Education, Kentucky, by Sherry Robinson, in her capacity as Board Chair, and attested to by Danny Adkins, in his capacity as Board Secretary.

Notary Public, KY, State-at-Large
Notary Identification No.: _____
Commission Expires: _____

**COMMONWEALTH OF KENTUCKY
COUNTY OF FLOYD**

The foregoing was signed, acknowledged and sworn to before me, a notary public, this the _____ day of _____, 20____, for and on behalf of City of Prestonsburg, Kentucky, by Les Stapleton, in his capacity as Mayor, and attested to by _____, in his/her capacity as _____.

Notary Public, KY, State-at-Large
Notary Identification No.: _____
Commission Expires: _____