SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement made and entered into this the 14 day of May, 2019, by and between the **SPENCER COUNTY BOARD OF EDUCATION**, hereinafter referred to as the "Board", and the **CITY OF TAYLORSVILLE**, hereinafter referred to as the "City".

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, and,

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

WHEREAS, the City is a home rule city designated by statute as a corporate entity with capacity to contract and be contracted with pursuant to KRS 83A010, et. seq., and,

WHEREAS, the City possesses authority over the Police Department, which has been created as a department and agency of city government by ordinance, and,

WHEREAS, it is the intent and desire of the City and the 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 City as follows:

ARTICLE I

Rights and Duties of the City

1. The City shall provide a school resource officer ("SRO") in accordance with KRS 158.441, either one (1) full time officer or two (2) part-time officers to equal one full time equivalent.

    a. SRO: The SRO shall be a sworn law enforcement officer, pursuant to KRS 158.441, provided however, if in such circumstances the Board wishes for an SRO to be provided immediately and the City does not have any officer who has had the training required by KRS 158.441, the training will occur as soon as possible.

2. The SRO shall report directly to the Chief of Police for the City, who, as the SRO's supervisor, will work with the school administration of the Board in providing for the rendition of SRO services.

3. The City shall assign one (1) full time officer or two (2) part-time officers to serve as SRO who shall serve the following schools:

    a. Spencer County Elementary School;

    b. Taylorsville Elementary School;

    c. Spencer County Middle School;

    d. Spencer County High School;

    e. Hillview Academy;

    Said SRO shall serve the aforementioned schools a total of 1360 hours, plus additional services at football games, basketball games and prom as detailed pursuant to the attached schedule determined in conjunction with the principals of such schools, the

Superintendent of the Spencer County Public Schools, and the Chief of Police of the City, which will allow for regular rendition of services at said schools.

4. 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.
5. 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.
6. The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. It there is a problem in such areas, the SRO may assist the school until the problem is resolved.

ARTICLE II

Rights and Duties of the Board

1. The Board shall provide the SRO the following materials and facilities deemed necessary to the performance of the SRO's duties 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 a typewriter and/or computer.

ARTICLE III

Financing of the School Resource Office Program

For the 2019/2020 school year, the financing of the SRO will be as follows:

1. The City shall pay the SRO's salary, benefits, vehicle, equipment and training for the position.
2. The Board shall reimburse the City **$30,100.00 in four equal installments per the** attached payment schedule.
3. Funding responsibilities for subsequent years will be negotiated between the Board and the City subject to the right of either to provide notice of termination of this Agreement as set forth in Article VII.

ARTICLE IV

Employment status of the School Resource Officer

The SRO shall remain an employee of the City and shall not be an employee of the Board. The Board and the City acknowledge that the SRO shall remain responsive to the chain of command of the City.

ARTICLE V

Appointment of School Resource Officer

The SRO shall be appointed by the Chief of Police for the City with City approval.

ARTICLE VI

Replacement of School Resources Officer:

1. In the event a principal or 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 Chief of Police for the City 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 Chief of Police. If the Chief of Police so desires, the superintendent and Chief of Police, 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 Chief of Police, then the SRO shall be removed from the program at the school and a replacement shall be obtained following the process.
2. Regardless of numerical paragraph 1 above, the City may dismiss or reassign an SRO with or without cause, based upon Police Department Rules, Regulations and/or General Orders and when it is in the best interest of the people of Spencer County.
3. In the event of the resignation, dismissal, or reassignment of an SRO, the City 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 Chief of Police as set out in Article V shall recommend a permanent replacement for the SRO position. Provided however, that any temporary replacement shall have the required training and qualifications.

ARTICLE VII

Duration and Termination of Agreement

This Agreement will commence with the beginning of class for the 2019/2020 school year and shall expire June 30, 2020. It is expressly agreed and understood that the Board and the City shall not be bound hereby beyond the foregoing one (1) year. This Agreement shall be renewed for subsequent one (1) year terms subject to the approval of the Board and the City.

This Agreement may be terminated by either or both parties upon forty-five (45) days written notice to the other party.

ARTICLE VIII

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:

Spencer County Public Schools
Attn: Chuck Adams, Superintendent
207 W. Main Street
Taylorsville, KY 40071

City of Taylorsville
Attn: Chief of Police
P. O. Box 279
Taylorsville, KY 40071

ARTICLE IX

Good Faith

The Board, the City Commission, 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 City through its Chief of Police, or their designees.

ARTICLE X

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 XI

Non-Assignment

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

ARTICLE XII

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 XII

Insurance/Hold Harmless Clause

It is understood and agreed that during the term of this Agreement and any renewal hereof, the City shall maintain the SRO under its coverage with maintaining insurance regarding errors and

omissions and general liability insurance. The insurance provided by the City shall be deemed primary coverage relating to the acts of the SRO and not excess.

ARTICLE XIV

Severability

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

ARTICLE XV

Time is of the Essence

Time is to be of the essence in the performance of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers this the 14 day of May, 2019.

BOARD OF EDUCATION
SPENCER COUNTY PUBLIC SCHOOLS

ATTESTED BY:

By: _____
SANDY CLEVENGER, Chairperson

By: _____
CHARLES ADAMS, Secretary

CITY OF TAYLORSVILLE, KENTUCKY

ATTESTED BY:

MATT DOUGLAS, Mayor

STEPHEN A. BIVEN, City Clerk