

FLOYD COUNTY BOARD OF EDUCATION
Danny Adkins, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Sherry Robinson- Chair - District 5
William Newsome, Jr., Vice-Chair - District 1
Linda C. Geurheart, Member - District 1
Dr. Chandra Variu, Member- District 2
Rhonda Meade, Member - District 4

Date: July 3, 2019

Consider/Approve:

Consider/Approve Memorandum of Agreement with Floyd County, Kentucky Sheriff for services from the K-9 Unit and School Resource Officers for the 2019-2020 school year.

Applicable State or Board Policy:

KRS 162.90 General Powers and Duties of the Board

Fiscal/Budgetary Impact:

K-9 Unit is \$25,000 per year and the cost of one (1) School Resource Officer at the cost of not to exceed \$50,000.

History/Background:

School level administrators support the practice and recommend approval of such services. The K-9 Unit will be used to detect and deter the possession, distribution and use of illegal drugs on district school campuses. School Resource Officers (SRO's) primary role, however, 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 MOA as presented.

Contact Person(s):

Mr. Danny Adkins (606) 886-4502


Superintendent

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into by and between the Board of Education of Floyd County, Kentucky, hereinafter referred to as the "Board" and the Office of the Sheriff of Floyd County, Kentucky, hereinafter referred to as the "Sheriff's Office".

WHEREAS, the Board operates ten schools that house students in grades six (6) through (12) twelve in Floyd County, Kentucky which offer a variety of inter-scholastic sports for students and for attendance by the public at large and;

WHEREAS, the Board holds regularly scheduled and special meetings to conduct business of the school district and;

WHEREAS, the Board and Sheriff's Office have agreed to cooperate in a mutual effort to increase security and security during the school day and for after school events and Board meetings and desire to reduce their agreement to writing, hereby agree as follows:

1. The Board will pay the Sheriff's Office the sum of Twenty Five Thousand Dollars (\$25,000) per year, payment to be made upon invoice received from the Sheriff's Office in July of each year of this agreement.
2. The Sheriff's Office will provide security for selected after school events to be determined by the Sheriff's Office. School principals shall have the opportunity to request attendance by deputies for events that may require added security.
3. The Sheriff's Office will provide security for all regularly scheduled Board meetings and as requested by the Superintendent for special called meetings.
4. The Sheriff's Office, to the extent possible, will monitor compliance with motor vehicle speed limits in school zones.
5. The Sheriff's Office will maintain a presence, to the extent possible, on a rotating and random basis in each school operated by the Board housing students in grades six (6) through twelve (12).
6. This Memorandum of Agreement may be terminated by either the Board or the Sheriff's Office upon ten (10) days prior notice in writing.

This _____ day of _____, 2019

BOARD OF EDUCATION, FLOYD CO, KENTUCKY

BY: _____
SUPERINTENDENT

OFFICE OF FLOYD COUNTY, KENTUCKY SHERIFF

BY: 
JOHN P HUNT, SHERIFF

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into by and between the Floyd County, Kentucky, hereinafter referred to as the "Board".

WHEREAS, the Board operates ten schools that house students in grades six(6) through twelve(12) in Floyd County, Kentucky and has through recent experience determined that the sale, possession distribution and use of illegal drugs on the campus of one or more of its high schools and in areas adjacent thereto has been and is occurring on a frequent and recurrent basis and that such activities constitute a serious threat to the health, safety and well being of its students and staff.

WHEREAS, the Sheriff, through his department operates a K-9 unit comprised of one(1) certified handlers and one(1) certified drug detection dog; and has offered to provide the services of its K-9 unit to the Board for the purpose of detection, intervention and deterrence of illegal drug sales, possession, distribution and use on and near the campuses of each of its identified schools by conducting unannounced visits; and


WHEREAS, the Sheriff and the Board have agreed to cooperate in a mutual effort to eliminate and deter the sale, possession, distribution and use of illegal drugs on school property and in areas adjacent thereto and desire to reduce their agreement to writing, hereby agree as follows:

1. The Board will pay the Sheriff's Office the sum of Twenty Five Thousand Dollars (\$25,000) per year, payment to be made upon invoice received from the Sheriff's Office in July of each year of this agreement; AND the Board will pay for the cost of one(1) School Resource Office (SRO), not to exceed Fifty Thousand Dollars (\$50,000), for the school year 2019-2020, payment(s) to be made upon invoices received by the Board from the Sheriff's Office.
2. The police K-9 unit will make nine(9) random and unannounced visits, with the exception of May, June and July, to each school housing students in grades nine (9) through twelve (12) operated by the Board.

3. The police K-9 unit will make five (5) random and unannounced bi-monthly visits, with the exception of May, June and July, to each school housing students in grades six (6) through eight (8) operated by the Board.
4. Such visits will be conducted by the two (2) certified handlers and the certified drug detection dog. Upon arrival at each school, members of the unit will immediately notify the school principal, assistant principal or administrator in charge who will proceed to initiate a school lock-down which will include all students and Board employees.
5. The Sheriff's Office will maintain a presence, to the extent possible, on a rotating basis in each school operated by the board housing students in grades Kindergarten (K) through eight (8); AND provide two (2) full school day School Resource Officers (SRO's), one (1) at Floyd Central High School, and one (1) at Betsy Layne High School, for the school year 2019-2020.
6. The certified handlers shall randomly select one or more classrooms within each school to be inspected by the certified drug dog. All students and Board employees shall be removed from the randomly selected classrooms and assembled in the hallway outside the room. No objects, including books, backpacks, bags, purses, containers, articles of clothing and the like shall be removed from the room prior to the introduction of the certified drug dog.
7. After the room has been cleared, the K-9 unit will enter the room and any areas or articles including clothing, purses, backpacks, bags, books, containers and the like identified by the certified drug dog as potentially containing illegal drugs may, in the discretion of the school principal, assistant principal or administrator in charge be subjected to a search, upon the advice of one or both of the certified handlers.
8. All illegal drugs found to be present will be confiscated and if possible the owner or possessor identified. Any student or Board employee determined to be the owner of or in possession of such illegal drugs as may be found will be subject to prosecution as well as disciplinary action by the Board.
9. This Memorandum of Agreement may be terminated by either the Sheriff or the Board upon ten (10) days prior in writing.

This _____ day of _____, 2019

FLOYD COUNTY SHERIFF

BY 
JOHN P HUNT, SHERIFF

BOARD OF EDUCATION OF FLOYD CO, KY

BY: _____
SUPERINTENDENT

**PO BOX 152
PRESTONSBURG, KY 41653
PHONE: 606-886-8965
FAX# 606-949-2021**

TO:

<i>Date</i>	<i>Description</i>	<i>Balance</i>	<i>Amount</i>		
06/28/2019	JULY 1 ST 2019-JUNE 30 TH 2020 CONTRACT AGREEMENT		\$25000.00		
<i>Current</i>	<i>1-30 Days Past Due</i>	<i>31-60 Days Past Due</i>	<i>61-90 Days Past Due</i>	<i>Over 90 Days Past Due</i>	<i>Amount Due</i>
					\$25,000.00

20197

06/28/2019

\$25,000.00

Amount Enclosed

Thank you for your business!