

## **SCHOOL RESOURCE OFFICER AND SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of **July 1, 2021**, by and between the Estill County Board of Education and the Estill County Sheriff's Department.

### **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 Estill County Sheriff's Department designated by statute as a corporate entity with capacity to contract and be contracted with pursuant to the Constitution of the Commonwealth of Kentucky;

WHEREAS, it is the intent and desire of the Estill County Sheriff's Department 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 Estill County Sheriff's Department as follows:

### **ARTICLE I**

It is the intent and provision of this Agreement to provide for the services of a school resource officer with such services to be rendered at such Board school sites as more fully described hereinbelow for a term commencing on July 1, 2020 and expiring on June 30, 2021. It is expressly agreed and understood that the Board and the Estill County Sheriff's Department shall not be bound hereby beyond the foregoing 12 month term. Provided, however, that this Agreement shall automatically renew for subsequent one (1) year terms upon the failure of furnishing of notice within thirty (30) calendar days of the expiration of any given one (1) year term with such notice to be furnished as provided in Article IX here in below.

## **ARTICLE II**

### **Rights and Duties of the Estill County Sheriff's Office**

The Estill County Sheriff's Office shall provide a school resource officer ("SRO") and SRO services as follows:

(A) **Training**

The SRO shall be a sworn law enforcement officer. Prior to the assignment of a person to serve as SRO, the Estill County Sheriff's Office shall certify in writing to the Superintendent of the Estill County School District 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.

(B) **Assignment of School Resource Officer**

1. The Estill County Sheriff's Office shall assign one (1) regularly employed police officer to serve as SRO who shall serve the following schools: Estill County High School and Estill County Middle School pursuant to a schedule to be determined in conjunction with the principals of such schools, the Superintendent and Safety Director of the Estill County Schools and the Estill County Sheriff's Office, 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 Estill County Sheriff, with the Estill County Sheriff's Office, who, as the SRO's supervisor, will work with the school administration of the Board in providing for the rendition of SRO services as outlined herein.

(C) **Regular Duty Hours of School Resource Officer**

1. The SRO shall perform a regular work week of 40 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.

(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 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 extra-curricular basis as scheduling permits.

2. Additional Duties and Responsibilities of the SRO.

a. The SRO shall coordinate his or her instructional activities with principals and staff members so as 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 which may result from student unrest.

h. Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to Board Policy, Estill County Sheriff's 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. 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 officers of the court and law enforcement officers in matters regarding his/her school assignment, whenever necessary. This includes the duty of serving warrants and summons in a timely manner.

k. The SRO shall, whenever possible, participate in and/or attend school functions at the request of the principal.

l. The SRO may be assigned investigations including, but not limited to runaways, thefts, or any crime, relating to the students attending schools which 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 as required by the principal or school staff. All investigative records are the property of the Estill County Sheriff's Department.

n. 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 standards, and will meet at least annually with the Superintendent and each principal for the purpose of reviewing applicable disciplinary standards.

o. 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, 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 Estill 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.

p. The SRO is not to be used for regularly assigned lunchroom duties, and hall duty, but the SRO should be visible throughout the school during times students are in public areas of the building during class changes, breaks and assemblies. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

q. The SRO may conduct traffic duty on Hwy 89 from 7:30 A.M. to 8:00 A.M. each morning and from 3:00 P.M. until 3:30 P.M. each afternoon.

r. While present in his/her office during school hours, the door should remain open at all times unless the SRO is investigating an incident or interviewing a student.

s. Estill County Schools give the Estill County Sheriff’s Office arrest power on all school properties. This in accordance with KRS 95.019.

(E) The Estill County Sheriff’s Department agrees to provide services during the school day at both South Irvine Early Learning Center and West Irvine Intermediate School on a weekly basis. Sheriff Department Personnel will be visible at each school daily by patrolling the campus and/or conducting building walkthroughs at least once weekly.

(F) The Estill County Sheriff’s Department agrees to provide security for at least 50 after school events during the school year for a set stipend of \$5000. The ECSD will also work with other law enforcement agencies to request

assistance during major events such as prom, graduation, major sports events and tournaments, ect...

### **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 Estill 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 a computer.

### **ARTICLE IV**

#### **Financing of the School Resource Officer Program**

For the 2020-2021 school year, the financing of the SRO will be as follows:

School Board: \$3,800 (SRO Payment - \$3,300 per month and \$500 per month for school activities), payable each month beginning August of 2021 and ending with the May 2021 payment.

Estill County Sheriff's Department: Balance of expenses to include SRO's salary, benefits, vehicle, and equipment provided by Sherriff's Department.

Funding responsibilities for subsequent years will be negotiated between the Board and the Estill County Sheriff's Department subject to the right of either to provide notice of termination of this Agreement as set forth in Article I above.

### **ARTICLE V**

#### **Employment Status of the School Resource Officer**

The SRO shall remain an employee of the Estill County Sheriff's Department, and shall not be an employee of the Board. The Board and the Estill County Sheriff's Office

acknowledge that the SRO shall remain responsive to the chain of command of the Estill County Sheriff's Department.

## **ARTICLE VI**

### **Appointment of School Resource Officer**

- (A.) The appropriate Estill County Sheriff's Department appointing authority shall assign an officer who is qualified to be an SRO. An Interview Committee shall be composed of the Superintendent, principals of the schools described in Article II (B) above and the Estill County Sheriff.
- (B.) SRO applicants must meet the following requirements:
  - 1. The applicant must be a volunteer for the position of SRO.
  - 2. The applicant must be a full-time, certified, and sworn police officer with a minimum of three (3) years law enforcement experience.
  - 3. Applicants must have training as outlined in Article II (A), above.
- (C.) Among additional criteria for consideration by the SRO Interview Committee are job knowledge, experience, training, education, appearance, attitude, communications skill, and bearing.
- (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 Estill County Sheriff's Department appointing authority, who shall appoint officers from the list of those recommended.

## **ARTICLE VII**

### **Dismissal of School Resource Officer; Replacement**

- (A.) In the event the Superintendent or 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, they may recommend that the SRO assignment be reviewed at the school. The procedure for a review would be:
  - 1. Superintendent or Principal shall state the reasons therefore in writing.
  - 2. Within five (5) working days of receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the Estill County Sheriff of the principal's request.

3. If the Estill County Sheriff so desires, the Superintendent and the Estill County Sheriff, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist.
  4. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present.
  5. If, within the ten (10) working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Estill County 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 Estill County Sheriff may dismiss or reassign an SRO based upon Estill County Sheriff's Department Rules, Regulations, and/or General Orders and when it is in the best interest of the people of Estill County. Any replacement shall be obtained following the process set out in Article VI.
- (C.) In the event of the resignation, dismissal, or reassignment of an SRO, the Estill County Sheriff shall provide a temporary replacement for the SRO within fifteen (15) 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. Provided however, that any temporary replacement shall have the required training and qualifications as outlined in Article II (1) and Article VI (B), above.

## **ARTICLE VIII**

### **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 be terminated by either party upon ninety (90) days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either party upon one hundred eighty (180) days written notice. Termination of this Agreement may only be accomplished as provided herein.

## **ARTICLE IX**

### **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:

Jeff Saylor, Superintendent  
Estill County Board of Education  
P.O. Box 930  
Irvine, KY 40336

Chris Flynn, Estill County Sheriff  
130 Main Street, #107  
Irvine, KY 40336

## **ARTICLE X**

### **Good Faith**

The School Board, the Estill County 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, the Estill County 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 Estill County 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 Estill County Sheriff's Department shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$2 million individual/5 million total per policy naming the Estill County School District, 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 Estill County Sheriff's Department 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 Estill County Sheriff's Department shall indemnify and hold the Board and any and all of its members, agents, officers, and employees in their respective individual and official capacities harmless from any and all acts, omissions, claims, damages, fees, expenses, and legal actions of any form or description arising from the performance of duties by the SRO under this contract.

**ARTICLE XV**

**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.

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

***Estill County Board of Education***

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
SECRETARY, BOARD OF EDUCATION

COMMONWEALTH OF KENTUCKY     )

COUNTY OF ESTILL                             )

Subscribed and sworn to before me by \_\_\_\_\_, this \_\_\_\_\_  
day of \_\_\_\_\_, 2020.

My commission expires: \_\_\_\_\_  
ID#: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

***Estill County Sheriff***

\_\_\_\_\_  
Sheriff

COMMONWEALTH OF KENTUCKY     )

COUNTY OF ESTILL                             )

Subscribed and sworn to before me by \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

My commission expires: \_\_\_\_\_  
ID#: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC