

# **Garrard County Schools / Lancaster Police Department**

## **School Resource Officer Agreement**

This agreement was made and entered into this 1<sup>st</sup> day of July 2022, by and between the Garrard County School Board and the Lancaster Police Department.

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 Garrard County Board of Education is a body politic and corporate pursuant to KRS 160.160, with legal authority to enter into contracts;

WHEREAS, the Lancaster Police Department possesses the authority to enter into contracts and assign officers;

WHEREAS, it is the intent of the Board of Education and the Lancaster Police Department to provide for the services of four (4) school resource officers as set forth herein and as authorized pursuant to KRS 158.441;

Now, therefore, in consideration of the foregoing and the mutual agreements herein below, it is hereby agreed by the Garrard County Board of Education and the Lancaster Police Department as follows:

### **ARTICE I**

It is the intent and provision of this Agreement to provide for the services of four (4) school resource officers with such services to be rendered at such school sites as more fully described herein below for a term commencing on July 1, 2022, and expiring three full years thereafter on June 30, 2025. The officers will be on duty at the schools during the months that school is in session (beginning after August 1) and will be on duty with the Lancaster Police Department performing duties as assigned by the Chief of Police during the months that school is not in session. It is expressly agreed and understood that the Board and the Lancaster police Department shall not be bound herby beyond the foregoing three (3) year 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 herein below.

## **ARTICLE II**

### **Rights and Duties of the Lancaster Police Department**

The Lancaster Police Department shall provide four (4) school resource officers (SROs) and SRO services as follows:

#### **A. Training**

The SROs shall be sworn law enforcement officers. Prior to the assignment of a person to serve as SRO, the Chief of Police shall certify in writing to the Superintendent of Garrard 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., Too Good for Drugs). All required training will be paid for by the Lancaster Police Department.

#### **B. Assignment of School Resource Officers**

1. The Lancaster Police Department shall assign four (4) regularly employed police officers to serve as SROs who shall serve the following schools: Garrard Middle School, Camp Dick Robinson Elementary School, Lancaster Elementary School, and Paint Lick Elementary School pursuant to a schedule determined by the principals for the schools, the Superintendent of Garrard County Schools and the Chief of Police which will allow for agreed upon rendition of services as said schools.

2. The SROs shall report directly to the Chief of Police, who, as the SROs' supervisor will work with the school administrators in providing for the rendition of SRO services as outlined herein.

The SROs will submit written Record of Duties to the Chief of Police each month outlining duties performed. This written record will be provided to the Superintendent by the Chief of Police each month.

The SROs shall perform a regular workweek of hours with such hours and pay be based on duties and pay equivalent to a regular officer. It is agreed and understood that pursuant to clause (C) (2) (d) below, the SROs will from time to time be expected to attend meetings of parents/faculty and school functions on request of the principal.

During regular day-to-day duties the SROs will dress in Lancaster Police Department uniforms. During specific occasions (Board meeting, Presentations, Awards/Ceremonies at the schools, etc.) the SROs will wear the dress uniform of the Lancaster Police Department. The SROs will model professional appearance at all times.

#### **C. Duties of School resource Officers**

##### **1. Instructional Responsibilities/duties of SROs**

The SROs 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 the community; conflict resolution; and other classes as permitted by scheduling and as determined to be

appropriate by respective principals and school staff. It is agreed and understood the SROs will perform services as a “guest lecturer 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 SROs

- a. The SROs shall coordinate their instructional activities with the principals and staff members so as to allow for the orderly educational process within the respective schools served.
- b. The SROs shall develop expertise in presenting various subjects to the students. Such subjects shall include the basic understanding of the laws, the role of the officer and the law enforcement agency’s mission.
- c. The SROs shall encourage individual and small group discussions with the students based upon material presented in class to further establish rapport with students.
- d. When requested by the principal, the SROs shall attend parent/facility meetings to solicit support and the understanding of the program.
- e. The SROs shall make themselves available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature.
- f. The SROs 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 SROs shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school. The SROs shall notify the principal in writing of the referrals.
- g. The SROs 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 SROs shall adhere to Board Policy, Lancaster Police Department Policy, Kentucky Revised Statutes, and other legal requirements with regard to such interviews.
- i. The SROs may, by way of the exercise of their discretion as sworn police officers, take law enforcement action as required. As soon as practical, the SROs shall in writing make the principal of the school aware of such action. At the principal’s request, the SROs shall take appropriate law enforcement action against intruders and unwanted guests who appear at the school and related school functions, to the extent that the SROs may do under that authority of law. Whenever practical, the SROs shall advise the principal before requesting additional police assistance on campus.
- j. The SROs shall give assistance to other law enforcement officers in matters regarding their school assignment, whenever necessary.
- k. The SROs shall, whenever possible, participate in and/or attend school functions
- l. The SROs may be assigned to investigations related to runaways, theft or any crime relating to the students attending schools that the SROs serve.

m. The SROs shall not act as 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 SROs from sharing information with school administration or staff, which may aid in the determination of whether disciplinary offence occurred. Upon assignment, the SROs will be provided with copies of Board disciplinary codes and standards and will meet at least annually with the Superintendent and each principal for the purpose of reviewing applicable disciplinary standards.

n. The principal, school administration, or staff may advise the SROs of incidents or activities possibly giving rise to criminal or juvenile violations and the SROs 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 9 (” assault with 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 constituting 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 SROs, as an employee of the Lancaster Police Department, are authorized to receive the appropriately act on any of such foregoing reports and the aforementioned school personnel may satisfy such reporting requirements by advising the SROs of activities believed to fall within the foregoing statutory directives.

o. The SROs will attend monthly PBIS (Positive Behavior Instructional Support) team meetings and will attend New Teacher Orientation for the first year of service to assist in orientation to the school setting.

p. The SROs are 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 SROs may assist the school until the problem is resolved.

### **ARTICLE III**

#### **Rights and Duties of the Board**

The Board of education shall provide the full-time SROs the following materials and facilities deemed necessary to the performance of the SROs duties with Garrard County Middle School, Camp Dick elementary, Lancaster Elementary School and Paint Lick Elementary School to be considered the SROs’ base schools and the school facilities as outlined below be provided at such school:

A. Access to an air-conditioned and properly lighted private area 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, worktable, filing cabinet, and office supplies.

D. Access to a computer.

## **Article IV**

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

For the 2022-2023 school year, the financing of the SROs will be as follows:

School Board - \$141,000 to be billed quarterly at \$35,250

Lancaster Police Department – Balance of expenses. Including, SROs' benefits, salary above aforementioned amount, vehicle and equipment.

Funding responsibilities for subsequent years will be negotiated between the Board and the Lancaster Police Department to the right of either to provide termination of this Agreement as set forth in Article I above.

## **Article V**

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

The SROS shall remain an employee of the Lancaster Police Department and shall not be an employee of the Board of Education. The Board of Education and the Lancaster Police Department acknowledge that the SROs shall responsive of the chain of command of the Lancaster Police Department.

## **Article VI**

### **Appointment of School Resource Officers**

A. The Chief of Police shall assign officers who are qualified to be SROs. An interview Committee Composed of the Superintendent, a Superintendent's designee, principals of the schools described in Article II (B) above, and the Chief of Police interview any candidate or candidates.

B. SRO applicants must meet the following requirements:

1. The applicant must volunteer to be considered for the position.
2. The applicant must be full-time, sworn, certified law enforcement officer with a minimum of three (3) years of 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, and communication skills.

D. The names of any applicant receiving favorable recommendation from the SRO Interview Committee by a majority vote of the Committee shall be forwarded to the Lancaster Police Department who shall appoint the SROs from the list of those recommended.

## **Article VII**

### **Dismissal/Replacement of the School Resource Officer**

A. In the event a principal of the school to which an SRO is assigned feels that the SRO is not effectively Performing his/her duties and responsibilities, the principal shall recommend to the Superintendent or designee that the SRO assignment be reviewed and shall state the reason in writing. Within five (5) working days of receiving the recommendation from the principal, the superintendent or designee shall advise the Chief of Police 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 meet with the SRO and the Chief of Police 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 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, the SRO will be removed from the program at the school and a replacement shall be obtained following the process set forth in Article VI.

B. In the event an SRO feels there is a problem at the school that prevents him/her from adequately performing assigned duties, the SRO will state the reasons in writing to the principal of the school who will in turn request a meeting with the Principal, the Chief of Police and the Superintendent to mediate and resolve any such conflicts.

C. The Chief of Police may dismiss or reassign an SRO based upon Lancaster Police Department Rules, Regulations, and/ or General Orders and when it is in the best interest of the people of Garrard County.

D. In the event of the resignation, dismissal, leave of absence or reassignment of an SRO, the Chief of Police 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 practical, the Interview Committee following the process set out in Article VI shall recommend a replacement for the SRO position. However, any temporary replacement shall have the required training and qualifications as outlined in Article II (A) and Article VI (B) above.

## **Article VIII**

### **Termination 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 (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 in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Superintendent

Garrard County Schools  
322 West Maple Ave.  
Lancaster, KY 40444

**And**

Lancaster Police Department  
308 West Maple Ave.  
Lancaster, KY 40444

**Article X**

**Good Faith**

The Chief of Police and the Superintendent will meet with the SROs annually to review the positions. This meeting may be conducted semi-annually during the first year of position.

The School Board, the Chief of Police, 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 negotiations between the Superintendent and the Chief of Police 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**

**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 thereof, the Lancaster Police Department shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$141,000 per policy naming the Garrard County School District and its officers and employees as additional insureds and providing insurance coverage for all acts, omissions, and services performed by the SROs 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 Lancaster Police 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 Lancaster Police Department shall be deemed primary coverage relating to the acts of the SROs and not excess. Irrespective of said agreement and covenant, the Lancaster Police Department shall indemnify and hold harmless the Board of Education and any and all of its members, agents, officers, and employees acting in their respective individual and official capacities.

#### **Article XIV**

##### **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.

#### **Garrard County Board of Education**

---

Chairman

---

Superintendent

#### **Lancaster Police Department**

---

Chief of Police

Subscribed and sworn to before me by the above parties this \_\_\_\_\_ day of 2022.

Notary Public

---