

WEBSTER COUNTY SCHOOLS RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this day of [REDACTED] by and between the WEBSTER COUNTY BOARD OF EDUCATION (hereinafter the "Board"), and the WEBSTER COUNTY SHERIFF'S OFFICE, by and through the Webster County Sheriff or his duly appointed designate, (hereinafter the "County Sheriff");

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, it is the intent and desire of the County Sheriff 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 County Sheriff 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 herein below for a term commencing on July 1, [REDACTED] and expiring thereafter on June 30, [REDACTED].

It is expressly agreed and understood that the Board and the County Sheriff shall not be bound hereby beyond the foregoing term ending on June 30, [REDACTED]. 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 term with such notice to be furnished as provided in Article IX herein below.

ARTICLE II

Rights And Duties Of The County Sheriff

The County Sheriff 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 County Sheriff shall certify in writing to the Superintendent of the WEBSTER 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 (e.g., D.A.R.E.).

(B) Assignment of School Resource Officer

(1) The County Sheriff shall assign one (1) regularly employed law enforcement officer to serve as SRO who shall serve the following schools: (Name of School), pursuant to a schedule to be determined in conjunction with the principal(s) of such schools, the Superintendent of the WEBSTER County School District and the County Sheriff, which will allow for regular rendition of services at said schools.

(2) The SRO shall report directly to the County Sheriff, 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 workweek of hours from 7:30 a.m. - 3:30 p.m. while school is in regular session and/or a regular workweek of 40 hours to be determined by the principal or Superintendent while school is in regular session.

(2) The SRO shall coordinate and communicate with the superintendent,

principal or the principals' designee of the school to which they are assigned. The SRO shall work directly with and for the benefit of the Board during the contract period.

(3) In the event of an emergency, if the SRO is ordered by the County Sheriff to leave their school during normal duty hours to perform other services for the County Sheriff, the time spent shall not be considered hours worked under this Agreement. In such an event, the compensation paid by the Board to the County Sheriff shall be reduced by the number of hours of SRO service not provided to the Board.

(4) The SRO may be expected to attend meetings of parents/faculty and school functions on request of the Superintendent and/or school principal.

(D) Duties of School Resource Officer

(1) Instructional responsibilities/duties of SRO

The SRO shall work in conjunction with principals of the aforementioned school and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to, law enforcement 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 extracurricular 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.

(b) The SRO shall develop expertise in presenting various subjects as listed under

the Essential Functions to the students.

(c) The SRO shall encourage individual and 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 and school functions.

(e) The SRO shall be available for conferences with students, parents, and faculty members in order to assist with law enforcement issues or for crime prevention measures.

(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 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.

(h) Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to Board Policy, Webster County Sheriff Office 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 law enforcement 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. At the principal's request, 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 law enforcement assistance on campus.

(J) The SRO shall give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

(k) The SRO shall, whenever possible, participate in and/or attend school functions.

(L) The SRO may be assigned investigations relating to runaways, thefts, or any

crime, relating to the students attending schools that 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 of an instructional nature as required by the principal or school staff.

(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 disciplinary codes and standards and will meet at least annually with the Superintendent/Designee 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, 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 Webster County Sheriff Office, 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, as hall monitors, or other monitoring duties. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

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 (Name of School). (Name of School) is 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 lit 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, worktable, filing cabinet, and office supplies.
- (D) Access to a computer and school email account.

ARTICLE IV

Financials of the School Resource Officer program

For the [redacted] school year, the financing of the SRO will be as follows:

- (A) The SRO shall be an employee of the County Sheriff and paid for through the County Sheriff's payroll system.

The Board shall reimburse the County Sheriff for the SRO at an hourly rate in accordance with the approved pay scale

Supervisor SRO Pay Scale

Years as an SRO	SRO 1	SRO 2	SRO 3
1-5	\$26	\$26.25	\$26.50
6-10	\$27	\$27.25	\$27.50
10+	\$28		
Retired From law enforcement agency	\$28		

for an eight-hour workday beginning at 7:30 a.m. and ending at 3:30 p.m. The Board shall reimburse the County Sheriff for time worked from the period of July 1, [REDACTED] through June 30, [REDACTED].

- (B) The contract period shall be for 1,448 contracted hours. The Board shall also contract 50 flexible hours of employment to be utilized for after-school activities at the discretion of the Board to include but not limited to sporting events, parent teacher conferences, etc.
- (C) The SRO shall work directly for and with the Board from July 1, [REDACTED] through June 30, [REDACTED]. Said dates to represent students first day and last day of school respectively.
- (D) Any and all compensation for hours worked outside the contract period will be the sole responsibility of the County Sheriff.
- (E) Funding responsibilities for subsequent years will be negotiated between the Board and the County Sheriff 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 County Sheriff and shall not be an

employee of the Board. The Board and the County Sheriff acknowledge that the SRO shall remain responsive to the chain of command of the Webster County Sheriff Office its rules, regulations, and policies.

ARTICLE VI

Appointment of School Resource Officer

_____ shall be contracted as SRO for the term described in this Agreement. If _____ is removed from said position or is unable to act the following actions shall take place to fulfill the position by the Interview Committee:

(A) Interview Committee shall be composed of the Superintendent, principal(s) of the schools described in Article II (B) above, County Sheriff, and a member from the Webster County Board of Education will interview any candidate or candidates.

(B) SRO applicants must meet the following requirements:

- (1) The applicant must volunteer for the position of SRO.
- (2) The applicant must be a full-time, certified, and sworn peace 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, and appropriate communication skills.

ARTICLE VII

Dismissal of School Resource Officer: Replacement

(A) In the event 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, the principal(s) 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 County Sheriff 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 County Sheriff. If the County Sheriff so desires, the Superintendent and County

Sheriff, 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 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) In the event of the resignation, dismissal, or reassignment of an SRO, the appropriate representatives with the Webster County Sheriff's Office and the Webster County Board of Education shall make reasonable joint efforts to provide a temporary replacement for the SRO within ninety (90) 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(A) and Article VI(B), above.

(C) In the event that the County Sheriff determines there is a need for the dismissal of an SRO, the County Sheriff may dismiss or reassign an SRO based upon Sheriff Office Rules, Regulations, and/or General Orders and when it is in the best interest of the residents of Webster County.

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:

Aaron Harrell
Superintendent Webster County Schools
28 State Route 1340
Dixon, KY 42409

Webster County Sheriff
25 Us Highway 41a South
Dixon, KY 42409

Webster County Fiscal Court
25 US Highway 41a South
Dixon, KY 42409

ARTICLE X

Good Faith

The Board, the 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 and the 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 Board and 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

It is understood and agreed that during the term of this Agreement and any renewal hereof, the County Sheriff shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$1,000,000.00 per policy naming the Webster County Board of Education, 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 County Sheriff shall provide written proof of said coverage prior to execution of this Agreement and any time thereafter on request of the Board. The Webster County Board of Education shall also provide the same extent of liability coverage for any law enforcement liability of the SRO. The insurance provided by the County Sheriff shall be deemed primary coverage relating to the acts of the SRO and not excess. This provision survives the termination of this Agreement.

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.

ARTICLE XVI

Miscellaneous

(A) All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.

(B) This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

(C) No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.

(D) At all times during the term of this Agreement, the County Sheriff shall comply with the Family Educational Rights and Privacy Act of 1974. If the County Sheriff has access to student records, the County Sheriff shall limit its employees' access to those records to persons for whom access is essential to perform this Agreement.

(E) The Board shall be responsible for but not limited to the following items:

1. SRO annual training
2. Uniform reimbursement up to \$500 per year
3. Badge
4. School radio (with Sheriff frequency)
5. Salary
6. Laptop (MDT)

(F) The County Sheriff shall be responsible for but not limited to the following items:

1. Vehicle (gas and maintenance)
2. Equipment matching that of other Webster County Sheriff Deputies (firearm, uniform, taser, bullet proof vest, handcuffs, etc.) These such costs shall be capped at a total cost of \$2,500.00 per year.
3. Annual certification

The parties agree that the Webster County Board of Education shall seek reimbursement/funding of these costs on a yearly basis from Webster County ASAP.

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

_____.

WEBSTER COUNTY BOARD OF EDUCATION

_____, BOARD CHAIR

WEBSTER COUNTY SHERIFF OFFICE

_____, WEBSTER COUNTY SHERIFF

WEBSTER COUNTY FISCAL COURT

_____, WEBSTER COUNTY JUDGE EXECUTIVE

