

SCHOOL RESOURCE DEPUTY AGREEMENT

THIS AGREEMENT made and entered into for the 2015-2016 School year by and between the Board of Education of [REDACTED] County, Kentucky ("Board") and the [REDACTED] County Sheriff's Office ("Sheriff").

WITNESSETH:

WHEREAS, the General Assembly has authorized the provision of School Resource Deputy ("SRD") services by means of a contract to be entered into by local School districts through a Board of Education with an appropriate law enforcement agency pursuant to KRS.441;

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

WHEREAS, the [REDACTED] County Sheriff's Office is a local law enforcement agency as contemplated by KRS 158.441;

WHEREAS, it is the intent and desire of the Sheriff and Board to provide for the series of a School Resource Deputy as set forth herein and as authorized pursuant to KRS 158.441;

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 Sheriff as follows:

ARTICLE I

It is the intent and provision of this Agreement to provide for the services of School Resource Deputies with such services to be rendered at Board School sites as agreed upon by the parties hereto for the 2015-16 School year ending June 30, 2016.

It is expressly agreed and understood that the Board and the Sheriff shall not be bound hereby beyond June 30, 2016. Provided, however, that this Agreement shall automatically renew for subsequent one (1) School year term upon the failure of other party to furnish written notice to the other party within thirty (30) calendar days prior to the expiration of any given one (1) School year term with such notice to be furnished as provided in Article VII herein below.

During the period (s) of this Agreement, the Board shall reimburse the Sheriff for all wages, including overtime, if any, necessitated by an SRD providing services under this Agreement, and benefits for each SRD assigned to a School in the [REDACTED] County Public Schools ("School District"). All billing for SRD's assigned to a School in the School District shall be made on a quarterly basis and shall be due within thirty (30) calendar days of receipt.

ARTICLE II

Rights and Duties of the Sheriff

The Sheriff shall provide multiple SRD's and SRD services as follows:

Training

- A. Each SRD shall be a sworn law enforcement Deputy. Prior to the assignment of a person to serve as an SRD, the Sheriff shall certify in writing to the Superintendent of the School District that each SRD has had specialized training to with youth at a School site. Such training may consist of university course work for potential SRD 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.). The Sheriff shall be responsible for ensuring the assigned SRD satisfies any requirements and qualifications for that position which may be added by statute or regulation during the term of this Agreement and any renewals thereof.
- B. Selection, Assignment, Transfer and Removal of School Resource Deputy
 1. The Board, through its Superintendent/designee, will participate in the selection of each SRD. The Sheriff and Board representative, prior to an assignment of each SRD, shall interview all Deputies who seek to be candidates for assignment. The Sheriff shall make each SRD assignment after consultation with the Board Representative.
 2. An SRD may request to be transferred to another School in the School District when a vacancy occurs upon agreement with the Principals of each involved School and final approval of the Sheriff following consultation with the Board Representative.
 3. In the event a Principal of the School to which an SRD is assigned, form the opinion that the SRD assigned to that School is not effectively performing their duties and responsibilities, the Principal shall recommend in writing to the Superintendent that the SRD be removed from the program governed by this Agreement. The Superintendent will, in writing, communicate with the Sheriff and request that the SRD be re-assigned from the School. The Sheriff may then re-assign or dismiss the SRD.

4. In the event of the resignation, dismissal or reassignment of an SRD, or in the situation of an anticipated continuous absence of an SRD of longer than twenty (20) School days, the Sheriff shall provide a temporary replacement for the SRD within ten (10) School days after receiving notice of the anticipated continuous absence. The replacement Deputy shall be subject to the same screening process set out above and meet the same eligibility criteria described in paragraph above.
5. Each SRD shall report directly to the Sheriff, or designee, who, as the SRD's supervisor, will work with the administration of a School in the School District in providing for the rendition of SRD services as outlined herein.

C. Regular Duty Hours of School Resource Deputy

1. Each SRD shall be assigned SRD duties eight (8) hours per School day. Regular work hours shall be 8:00 AM – 4:00 PM each School day. The Sheriff shall provide agreed upon SRD's identified Schools in the School District on all days that Schools are in session with students in attendance during the 2015-16 School year. The Board will provide to the Sheriff, as soon as reasonably practicable, the School calendar for the 2015-16 School year and any subsequent School year governed by this Agreement. It is understood by the parties of this Agreement that a School calendar may from time to time be amended due to inclement weather or for good cause as reflected by action of the Board taken at a duty conducted meeting. In the event that an assigned SRD is unavailable for a period equal to or in excess of three (3) consecutive School days, the Sheriff shall assign a qualified temporary replacement with the training required to set out in this Article at paragraph (A) above. It is agreed and understood that pursuant to paragraph (D) (2) (d) below, any SRD will from time to time be expected to attend meeting of parents/faculty and School functions on request of a Principal.

D. Duties of School Resource Deputy

Instructional responsibilities/duties of SRD

1. Each SRD shall work in conjunction with Principal(s) of the Schools to which he/she is assigned and certified employees to assist in the delivery of instruction in a variety of subject areas, including but not limited to, law enforcement agencies 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, as determined to be appropriate by respective Principals and School personnel. It is agreed and understood that each SRD will perform services on a "guest lecturer" basis consistent with regulations promulgated by the Kentucky Board of Education and the Education Professional Standards Board and shall do so in conjunction with and under the direction of appropriately certified teacher personnel, or shall provide such services on a co-curricular or extracurricular basis as scheduling permits.

2. Additional Duties and Responsibilities of the SRD

- (a) Each SRD shall coordinate his/her instructional activities with Principals and School personnel so as to allow for the orderly educational process within the respective Schools served.
- (b) Each SRD shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the each Deputy and the law enforcement mission.
- (c) Each SRD 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, an SRD shall attend parent/faculty meetings to solicit support and understanding of the program.
- (e) Each SRD 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) Each SRD shall become familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. An SRD shall make referrals to such agencies when necessary thereby acting as a Resource person to the students, faculty, and staff of the School. Each SRD shall notify the Principal, in writing, of the referrals and the basis for the referral.
- (g) Each SRD 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 law enforcement interviews with students, the SRD shall adhere to Board Policy unless in conflict with the Sheriff's Office policies or ordinances of the [REDACTED]

County Fiscal Court, Kentucky Revised Statutes or other legal requirements imposed on law enforcement Deputies with regard to such interviews. The basis for the determination of a conflict shall be set out in writing and provided to the Principal and Superintendent/designee.

- (i) An SRD may, by way of the exercise of his/her discretion as a sworn police Deputy, take law enforcement action as required. As soon as practical, an SRD shall in writing, make the Principal of the School aware of such action. At the Principal's request, an SRD shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the School and related School functions, to the extent an SRD may do so under the authority of law. Whenever practical, the SRD shall advise the Principal before requesting additional law enforcement assistance on campus.
- (j) An SRD shall give assistance to other law enforcement Deputies in matters regarding his/her School assignment, whenever necessary.
- (k) An SRD shall, whenever possible, participate in and/or attend School functions.
- (l) An SRD may be assigned investigations relating to runaways, thefts, or any crime, relating to the students attending Schools that an SRD serves.
- (m) An SRD shall maintain detailed and accurate records of the operation of the School Resource Deputy program at his/her School, and shall submit reports of an instructional nature as required by the Principal of the Schools served.
- (n) An SRD shall not act as a School disciplinarian, as disciplining students is a School responsibility. It is agreed and understood that the Principal and School staff shall primarily be responsible for investigating and determining, in their discretion, whether a student has violated School and/or Board disciplinary action to be taken. However, this shall not be construed to prevent an SRD from sharing information with School administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, an SRD will be provided with copies of Board disciplinary policies and codes and the discipline policies of the School in which he/she serves. An SRD shall become familiar with district/School disciplinary codes and policies, and will meet at least annually with the Principal of a School to which he/she is assigned for the purpose of reviewing applicable disciplinary code provisions and policies in that School.

- (o) A Principal, other School administrator, teacher, or other staff may advise an SRD of incidents or activities possibly giving rise to criminal or juvenile violations and an SRD 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 (such activities consisting of "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 Office, Sheriff, or the Office of 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 any felony offense); and those which a Principal may receive from any employee of a School or a local Board of Education, and in turn which the Principal is directed to report in writing to "the local law enforcement agency or the Office of Kentucky State Police or the County Attorney" under KRS 158.156 (such activities consisting of incidents where a School student is the victim of a felony offense specified in KRS Chapter 508 committed by another student while on School premises, on School-sponsored transportation, or a School-sponsored event); and those activities which any person is directed to report to "local law enforcement agency or the Office of Kentucky State Police; the Cabinet or its designated representative; the Commonwealth's Attorney or the County Attorney" under KRS 620.030 (such activities consisting of child dependency, abuse or neglect), it is agreed and understood that the SRD, as an employee of the Sheriff, is authorized to receive and appropriately act on any of such foregoing reports and the aforementioned School personnel may satisfy such reporting requirements by timely advising an SRD of activities believed to fall within the foregoing statutory directives.
- (p) An SRD is not to be used for regularly assigned lunchroom duties or as hall monitor, or other monitoring duties. If there is a problem in such areas, an SRD may assist in the School until the problem is resolved. An SRD may be involved in monitoring driveways and parking lot areas of School property.

E. Fiscal Court Approval

The Sheriff represents that, to the extent necessary for approval of this Agreement, this Agreement and the relationship outlined herein meets with the approval of the [REDACTED] County Fiscal Court, that neither this Agreement nor the relationship outlined herein is in conflict with any policy, practice, custom, or ordinance of the [REDACTED] County Fiscal Court, and that any approval of the Agreement required by the Fiscal Court has been properly obtained by the Sheriff.

ARTICLE III

Rights and Duties of the Board

The Board shall provide each full-time SRD the following materials and facilities deemed necessary to the performance of the SRD's duties at a base School in the [REDACTED] County Public Schools:

- (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, a work table, filing Cabinet and office supplies.
- (d) Access to a computer with unfettered Internet access and capable of supporting Office 2010, KYOPS, and ENIBRS. IT support shall provide a 95% uptime rate with no period of downtime to exceed two (2) School days unless a condition exists that is beyond the control of the School District.

ARTICLE IV

Finance of the School Resource Deputy Program

For the 2015 – 16 School year, the financing of SRD services for the [REDACTED] County Public Schools will be as follows:

Board -	\$217,114
Sheriff	Balance of expenses to include SRD's salary, benefits, vehicle and law enforcement equipment.

The Board's funding responsibility for subsequent School years, if any, will remain the same as for the 2015-16 School year unless different funding is negotiated and agreed upon in writing between the Board and the Sheriff not later than sixty (60) calendar days prior to the expiration of any given one (1) School year term subject to the right of either to nonetheless provide notice of termination of this Agreement as set forth in Article 1 above.

ARTICLE V

Employment Status of the School Resource Deputy

Each SRD shall remain an employee of the Sheriff, and shall not be an employee of the Board. The Sheriff shall be responsible for compliance with Federal and State wage laws for each SRD, including adherence to the Fair Labor Standards Act and Internal Revenue Service regulations concerning appropriate tax and other withholdings and payments. The Sheriff shall be responsible for the maintenance of all employment records in compliance with Federal and State regulations. Any fines or judgements levied as a result of noncompliance with Federal/State laws and/or regulations will be the responsibility of the Sheriff. The Board and the Sheriff acknowledge that each SRD shall remain responsive to the chain of command of the Sheriff.

ARTICLE VI

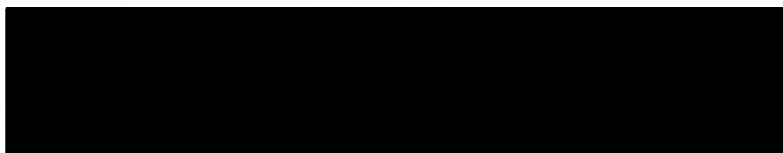
Termination of Agreement

In addition to termination in writing thirty (30) calendar days prior to expiration of the School term hereof as provided in Article I above, this Agreement may be in any event terminated with or without cause by either party upon ninety (90) calendar days written notice. Termination of this Agreement may only be accomplished as provided herein.

ARTICLE VII

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:





ARTICLE VIII

Good Faith

The Board, the 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 Sheriff, or his designees.

ARTICLE IX

Modification

This document constitutes the full understanding of the parties and no other terms, conditions, understandings or agreement shall be binding unless in writing and signed by the parties.

ARTICLE X

Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment, or delegation unless the express written consent of the Board and Sheriff is obtained, or unless otherwise expressly permitted herein.

ARTICLE XI

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 Sheriff shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$1,000,000 per policy naming the Board of Education of [REDACTED] County, and its Deputies and employees, as additional insureds and providing insurance coverage for all acts, omissions, and services performed by any SRD 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 Sheriff 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 Sheriff shall be deemed primary coverage relating to the acts of an SRD and not excess. Irrespective of said agreement and covenant, the Sheriff shall indemnify and hold the Board of any and all of its members, agents, omissions, claims, damages, fees, expenses, and legal actions of any form or description arising from the performance of duties by an SRD under this Agreement.

ARTICLE XIII

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 XIV

Non-Discrimination

The Sheriff agrees that the SRD shall not discriminate against any individual on the basis of race, color, national origin, sex, religion, genetic information, or disability.

ARTICLE XV

Disclaimer

KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

ARTICLE XVI

No-Third-Party Rights

Nothing in this Agreement is intended by the parties to create, nor shall this Agreement be construed as creating rights, entitlements, and/or benefits of any kind whatsoever for anyone as a third-party beneficiary.

ARTICLE XVII

Criminal Background Check

The Sheriff agrees that any person assigned to serve as an SRD shall be subject to a criminal background check, and that no person shall be assigned to serve as an SRD who is a violent offender or has been convicted of a sex crime as defined by KRS 17.165.

