

**SCHOOL RESOURCE OFFICERS AGREEMENT SCHOOL YEAR
202X-202X**

THIS AGREEMENT was made and entered into this 15th day of July 202X by and between the Board of Education of **SCHOOL** County, KY ("Board") and the **COUNTY** County Sheriff ("Sheriff's Office") for one year commencing on August 1, 202X, and expiring one year thereafter. It is expressly agreed and understood that the Board and Sheriff's Office shall not be bound hereby beyond the foregoing one (1) year term but may by agreement be continued from year to year.

WITNESSETH:

WHEREAS as part of HB330 and as particularly codified in KRS 158.441, the 1998 General Assembly authorized the provisions for a School Resource Officer (hereinafter "SRO") services by means of a contract to be entered into by a local school district through its Board and a law enforcement agency;

WHEREAS, the Board and the Sheriff's Office desire to set forth in this School Resource Officer Agreement (hereinafter "SRO Agreement") the specific terms and conditions of the services to be provided by the said SRO to the Board.

PURPOSE

A prosperous future for the citizens of **COUNTY** County depends, in large measure, upon the County's ability to properly educate its children. Effective schooling requires a safe and orderly environment in which learning can occur. Consequently, **COUNTY** County's Public Schools under the direction of the Board, conducts a School Resource Officer (SRO) Program in order to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment. The SRO Program is intended to help create and maintain a safe and positive climate, which allows for respect of the rights of all participants in the schooling process.

Should it become necessary to conduct formal police interviews with students, the SRO(s) will adhere to the **SCHOOL** County School Board's Policies, **COUNTY** County Sheriff's Office Policies, Kentucky Revised Statutes,

and any other legal requirements with regard to such interviews.

The SRO(s) will investigate complaints relating to runaways, thefts, or any crime relating to the students attending any schools which the SRO serves.

The SRO(s) will maintain detailed and accurate records of the operation of the School Resource Officer Program and will submit reports of an instructional nature to the Sheriff's Office and the Board.

The SRO(s) will not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate administrators will 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 be taken. However, this shall not be construed to prevent the SRO from sharing information with School administrators that might aid in the determination of whether a disciplinary offense has occurred. The Administration will provide the SRO(s) with up-to-date copies of the Board's disciplinary policies and the Codes of Conduct for each school to which an SRO is assigned or asked to serve.

CHAIN OF COMMAND

As an employee of the **COUNTY** County Sheriff's Office, the SRO(s) shall follow the regular chain of command of the **COUNTY** County Sheriff's Office. The SRO is a deputy sheriff deployed at specific schools. The Sheriff or his designee shall designate the deputy who will be assigned at a particular school as an SRO. An SRO shall report to the schools on those days when the schools are in regular session. The SROs are to be assigned as follows: a Sergeant or Lieutenant who will supervise all of the SROs; **LIST WHAT THE ASSIGNMENTS ARE.** The supervisor may move between schools as necessary for his duties. This agreement is not to diminish the important role filled by **CITY** Police Department at **SCHOOL** Elementary or **CITY** Police Department at **SCHOOL** Elementary. Those agencies shall continue to play an important role as DARE instructors and responders at those schools.

The SRO shall maintain daily activity reports for the Sheriff's Office and shall also report hours worked to the Sheriff's Office. The Sheriff's Office

will be the custodian of those records. In the performance of their duties, the SRO shall coordinate their activities with and communicate with the principal(s) of those schools to which they are assigned.

TRAINING

The Sheriff's Office agrees to provide eleven (11) uniformed Deputy Sheriffs, one of whom shall be a supervisor with the rank of Sergeant or Lieutenant. All SROs must meet all of the Police Officer Professional Standard's requirements in the Commonwealth of Kentucky.

The SRO's training shall include but is not to be limited to the following:

1. Annual In-Service training for continued certification.
2. Firearms training.
3. Hazardous Materials Training.
4. First Aid and CPR.
5. Taser Recertification.
6. Registration for 2 Safe School Conferences. (At the discretion of the supervisor)

SUPPLIES AND EQUIPMENT

Motor Vehicle:

The Sheriff's Office will provide each SRO with a standard patrol car. The Sheriff's Office will also be responsible for auto insurance, fuel, and maintenance for that vehicle.

Weapons and Ammunition:

The Sheriff's Office will furnish the SROs with the proper Firearms and Ammunition as required under the Sheriff's Office Policy and Procedure Manual. The cost of any weapons required for an SRO will be borne by the Sheriff's Office.

Uniforms:

The Sheriff's Office will furnish the SROs with the proper uniform as outlined in the Sheriff's Office Policy and Procedure Manual. The cost of any

uniforms required for an SRO will be borne by the Sheriff's Office.

School Board Meetings:

The SRO Supervisor will assign an SRO to attend a School Board Meeting should the Superintendent request the same. Should the SRO attending the meeting be required to attend outside his regularly assigned hours, the time served shall be considered overtime and paid accordingly by the Board.

Board agrees to provide the following:

1. Furnish adequate space for each SRO to work from.
2. Provide access to a desk, chair, telephone, and computer with internet access.
3. Provide usual and customary office supplies the SRO may require.

BENEFITS

The School Resource Officer shall be a sworn law enforcement officer and shall receive employee benefits as provided by the **COUNTY** County Sheriff's Office. The SRO will work the school day and calendar adopted by the Board for the **SCHOOL** County Public Schools each year. Hours worked above forty (40) in a week are considered overtime for which the SRO will be paid one and one-half (1 1/2) times the regular hourly rate. Overtime hours are to be approved by the supervisor and the superintendent of schools or the principal of the school where the SRO is serving. SROs will be paid at the rate established by the Sheriff in his salary schedule and for the 2021-2022 school year. The Board will be responsible for the SRO's FICA, salary, and eligible retirement the SRO is to receive when school is in session. The Sheriff will be responsible for the SRO's salary, eligible retirement, and any other benefits the SRO is to receive during those months when school is not in session. The SRO's overtime compensation for work at the school when school is in session will be paid by the Board.

SPECIAL EVENTS

A special event is defined as any event that does not occur during regular school hours. The SRO will upon request of the principal of the

school attend any events that are open to the public at which an SRO is needed. The Sheriff's Office will invoice the Board for its portion of providing an SRO at any such event.

COST REIMBURSEMENT

The parties acknowledge and agree that the Board is to be responsible for and will reimburse the Sheriff's Office for the costs and expenses of the SRO Program as follows:

A. 100% of the compensation agreed upon for each SRO.

The Sheriff's Office shall invoice the Board four (4) times each school year (September 30, December 31, March 31, and June 15) for the Board's portion of any cost or expense subject to reimbursement under this Agreement. The Board will have ten (10) days to take exception to any invoice. If there are no exceptions or upon any exception being resolved, the Board agrees to pay that invoice within thirty (30) days.

MISCELLANEOUS

The SRO will 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 will make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the School.

The SRO will assist each school's principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.

The SRO will meet annually with his Supervisor and the Principal of each school to review applicable disciplinary standards.

The principal of each school shall advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO shall 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 is 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, with respect to those activities which an administrator, teacher, or other school employee is directed to report to "local police department, sheriff, 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 COUNTY County Sheriff's Office, is authorized to receive and appropriately act on any such foregoing reports and the aforementioned school personnel may satisfy such reporting requirements by advising the SRO of any activities believed to be included within the foregoing statutory directives.

Parties acknowledge and agree that this Agreement will be subject to modifications and revisions in an ongoing joint effort to keep the same compliant with State and Federal laws and regulations.

Entered into this the 15th day of July, 202X.

BOARD OF EDUCATION OF

COUNTY SHERIFF

BY: _____

BY: _____

CHAIRMAN OF BOARD

SHERIFF