

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into between the [REDACTED] Court ("Fiscal Court") and the [REDACTED] Board of Education ("Board").

WITNESSETH: That for and in consideration of the mutual covenants contained herein the parties do hereby agree as follows:

1. **Purpose of Agreement.** The Board is desirous of having a law enforcement officer commonly identified as a "resource officer" located at [REDACTED] School and the Fiscal Court has agreed to place such officer in the Board's school under the terms and conditions outlined in this Agreement.

2. **Payment of Sums.** The Board agrees to pay to the Fiscal Court the sum of Thirty-Five Thousand Five Hundred Twenty-Five Dollars (\$35,525.00) as partial reimbursement of its costs for the Fiscal Court's placement of a resource officer at [REDACTED] High School. The sum of \$35,525.00 shall be paid annually with the Fiscal Court to provide a bill after July 1 of each year and the Board shall pay the same within 45 days of receipt of the bill of each year this Contract remains in existence and affect.

The parties understand that the cost of the reimbursement may increase annually should there be an annual pay raise for all employees of the [REDACTED] County Fiscal Court and if such action is taken by the Fiscal Court, it shall notify the Board of such pay increase and if the Board does not object to the increase, then it shall not be necessary to execute a new Memorandum of Agreement, but the new pay raise thereafter shall remain in effect and all terms and conditions of this Memorandum of Agreement shall remain in effect.

3. **Employee Status.** The resource officer placed in the Board's school shall remain an employee of the Fiscal Court and shall not be deemed to be an employee of the Board.

4. **Scope of Services.** The resource officer shall serve as a law enforcement officer at [REDACTED] Central High School. The officer shall work in conjunction with the principal of said school. However, the officer shall perform such duties as are assigned by the [REDACTED] Sheriff or his representative and nothing in this Agreement shall prohibit the resource officer from working outside of the high school building on other projects or duties as may be assigned by the [REDACTED] Sheriff.

At such time as school is not in session at the Board's school, the parties agree that the resource officer shall be assigned any duties as assigned by the Sheriff of [REDACTED] County including but not limited to duties which may be performed on property other than Board property.

5. **Termination of Agreement.** This Agreement shall last for a period of one year to end on June 30, 2015. The Agreement shall renew automatically for one year periods thereafter unless one party to this Agreement elects to terminate it and gives written notice thirty (30) days prior to the scheduled expiration date of the Contract.

6. **Construction of Agreement.** This Agreement shall be construed equally as to all parties and shall be construed in accordance with the laws of the Commonwealth of Kentucky regardless of who has prepared it.

SO EXECUTED this _____ day of February, 2015.

_____ COUNTY FISCAL COURT

By: _____
Judge Executive

_____ COUNTY SHERIFF'S OFFICE

By: _____
Sheriff

_____ BOARD OF EDUCATION

By: _____
Superintendent

Prepared by:

County Board

HAVE SEEN AND APPROVED:
