

## **SCHOOL RESOURCE OFFICERS AGREEMENT**

### **SCHOOL YEAR 2018-2019**

THIS AGREEMENT made and entered into this 31<sup>st</sup> day of July, 2018, by and between the Marshall County Board of Education (“Board”) and the Marshall County Sheriff’s Office (“Sheriff’s Office”) for one year commencing on August 1, 2018, 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 Marshall 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, Marshall 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 Marshall County School Board's Policies, Marshall 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 Marshall County Sheriff's Office, the SRO(s) shall follow the regular chain of command of the Marshall County Sheriff's Office. The SRO is a full time

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 shall be assigned as follows, a Sergeant or Lieutenant as supervisor for all SROs at Marshall County High School ("MCHS"), two SROs to MCHS, one SRO to North Marshall Middle School ("NMMS"), and one SRO to South Marshall Middle School ("SMMS"). The supervisor may move between schools as necessary for his duties. The NMMS SRO shall have co assignments at Sharpe Elementary ("SE"), Central Elementary ("CE"), and Calvert City Elementary ("CCE"). The NMMS SRO will after completing proper training also be the DARE instructor for SE and CE. The SMMS shall have co assignments at Jonathan Elementary ("JE"), South Marshall Elementary ("SME"), and Benton Elementary ("BE"). The SMMS SRO will after completing proper training be the DARE instructor for JE and SME. This agreement is not to diminish the important role filled by Benton Police Department at BE or Calvert City Police Department at CCE. 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 five (5) uniformed Deputy Sheriffs, one of whom shall be a supervisor with the rank of Sergeant or Lieutenant. All SRO's 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 discretion of 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 SRO's 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 SRO's 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 a SRO to attend a School Board Meeting should the Superintendent request 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 Sheriff's Office.

**Marshall County Board of Education agrees to provide:**

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

**BENEFITS**

The School Resource Officer shall be a sworn law enforcement officer and shall receive employee benefits as provided by the Marshall County Sheriff's Office. The SRO shall work a 40-hour workweek for the Marshall County Public Schools when school is in session. The SRO's work hours shall be 7:30 a.m. to 3:30 p.m. Monday through Friday. Hours worked above 40 hours per week shall be considered overtime, and the SRO shall be paid at one and one-half times the regular hourly rate. Overtime hours shall be approved by the SRO's Supervisor and the Superintendent of the Marshall County Schools. The SRO will be paid at the rate of \$22.23 per hour for SRO and \$23.38 per hour for the supervisor for basic services provided to the Board under this Agreement during the school year (plus any qualifying January 1 raise(s) such as rank change or cost of living). During those months when school is not in session, the SRO shall be employed and paid solely by the Sheriff's Office. The Board will be responsible for the SRO's retirement and fringe benefits the SRO is to receive when school is in session. The Sheriff's Office shall be responsible for the SRO's retirement and fringe benefits he is to receive during those months when school is not in session. The SRO's overtime compensation for work when

school is in session will be paid one-half (1/2) by the Board and one-half (1/2) by the Sheriff's Office.

### **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 Superintendent 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 and benefits for each SRO, except those associated with an SRO's overtime, while school is in session;
- (b) 50% of the overtime compensation and benefits for each SRO while school is in session;
- (c) 69.23% of the Sheriff's Office's equipment and supplies costs relating to the SRO Program, except any costs relating to motor vehicles.

The Sheriff's Office shall invoice the Board three (3) times each school year (November 30, February 28, and May 31) 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 and 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 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, 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 Marshall 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.

Entered into this the 31<sup>st</sup> day of July, 2018.

**MARSHALL COUNTY  
BOARD OF EDUCATION**

**MARSHALL COUNTY  
SHERIFF'S OFFICE**

BY: \_\_\_\_\_

BY: \_\_\_\_\_