

FRANKLIN COUNTY COMMISSION AGENDA ITEM

TO: Board of Franklin County Commissioners	REVIEWED:
FROM: Craig A. Davis, Sheriff	EXT:
DEPARTMENT: SHERIFF	DATE: July 29, 2009

ITEM: USD 289 (Wellsville Schools) SRO Contract

Background: On Monday, July 27, 2009, the USD 289 School Board approved a SRO Contract for the 2009-10 School Year. The contract is for a minimum of 25 hours per week of SRO services. The Sheriff's Office has provided a SRO for the USD 289 Schools for the past two years and the school district seeks to continue this relationship for another year. Due to the budget crisis, the contract is for a minimum of 25 hours instead of the previous 40-45 hours week.

Recommended Action: I strongly feel the SRO program is a strong asset to the school district, as well as providing the opportunity for law enforcement to establish positive relationships with the students and staff of the schools. The presence of a law enforcement officer who is specially trained and certified in the duties of a School Resource Officer provides both security to the school for students and staff alike, along with providing the officer the opportunities to encourage students in positive ways. I would recommend that this contract be approved for the 2009-10 school year.

Attachments: SRO Contract

FRANKLIN COUNTY SHERIFF'S OFFICE

CONTRACT FOR SERVICES

Now on this 1st day of June, 2009, in consideration of the recitals and the mutual promises and covenants set forth in this Agreement, made by and between the Board of County Commissioners of Franklin County, Kansas, Party of the First Part (hereinafter "Franklin County") and the Board of Education of Unified School District 289, Party of the Second Part (hereinafter "Wellsville Schools"), and pursuant to the authorization and powers enumerated in K.S.A. 19-101 and K.S.A. 72-8201, the Parties hereby agree as follows:

1. As previously agreed by both parties, Franklin County, through the Franklin County Sheriff's Office, shall assign a Deputy Sheriff to the Wellsville Schools school district annually, during each regular academic year, and such Deputy Sheriff so assigned shall be considered a School Resource Officer during the time of such assignment.
2. The provision of such services, the standard of performance, the discipline of such Deputy Sheriff, as well as all other matters incidental to the performance of such services and the control of the Deputy Sheriff so assigned, shall remain in and under the control of the Franklin County Sheriff. Notwithstanding the foregoing, it is further understood that the Deputy Sheriff shall be under the control and direction of the administration of the Wellsville Schools during such time as such Deputy Sheriff shall be on the campus of U.S.D. 289 and acting as the School Resource Officer for Wellsville Schools. Wellsville Schools shall have the exclusive right to assign such Deputy Sheriff to assist or aid any teacher in the preparation for, or the conducting of any class or teaching duty. Wellsville Schools agree to work with the Franklin County Sheriff's Office in developing a plan for allocating such Deputy Sheriff's duties while at the school campus among security, investigation, counseling, and student education.
3. Franklin County shall furnish and supply all necessary equipment normally associated with the Deputy Sheriff's law enforcement functions, including, but not limited to, communications gear and uniforms, while such Deputy Sheriff is assigned as a School Resource Officer to Wellsville Schools. All such equipment shall remain the property of Franklin County.
4. The Franklin County Sheriff and/or the Deputy Sheriff shall provide a vehicle or vehicles as may be necessary for such Deputy Sheriff to report to duty at the Wellsville Schools campus and for such Deputy Sheriff's activities while working for Wellsville Schools. Such duties include performing security functions in the school parking lots and grounds and to conduct such off-campus investigations as the Board or administration of U.S.D. 289 deems appropriate.
5. Wellsville Schools shall not be liable for the direct payment of any salaries, wages, or other compensation to the School Resource Officer while performing services pursuant to this contract. Nor, shall Wellsville Schools be liable for the compensation or indemnification of the School Resource Officer for injuries to, or sickness arising out of his assignment hereunder and Franklin County agrees to hold harmless Wellsville Schools against such claims, unless such

claims are the direct result of the negligence or wanton and willful conduct of an employee, agent or other person under the control of U.S.D. 289.

6. Wellsville Schools shall reimburse Franklin County in the amount of \$20,547.00 as set forth in "Attachment A." The reimbursement for this year, and each subsequent year thereafter shall be approved by Franklin County and Wellsville Schools no later than June 1 of each year and shall be readjusted annually based upon the pay scale and benefit adjustments of the Franklin County Sheriff's Office in effect at the time of the renewal in each subsequent year in question.

7. Payments shall be made to the Franklin County Clerk in nine (9) installments of \$2,283.00, payable on the 20th day of September, 2009; October, 2009; November, 2009; December, 2009; January, 2010; February, 2010; March, 2010; April, 2010 and May, 2010.

8. All reimbursement amounts paid to Franklin County by Wellsville Schools as specified in "Attachment A" are based upon the performance by the Deputy Sheriff of a minimum of a 20 hour work week. The Deputy Sheriff's regular work week shall be Monday through Friday during the school term, with hours in the buildings to be determined by the building principals with approval of the Sheriff; except those days when school is not in session and teachers are not present. The Wellsville Schools agree that in the event of an emergency, and/or if manpower requirements of the Franklin County Sheriff's Office dictate, that the Deputy assigned to the Wellsville Schools may be removed during the time of the manpower needs.

9. This contract shall commence on August 1, 2009, and shall terminate on June 30, 2010. This contract may be terminated at any time by either party with a thirty (30) day notice. Such notice of termination shall be provided in writing.

IN WITNESS WHEREOF, the Parties have hereto caused this Agreement to be signed and executed by their respective and duly authorized officers this day and year above written.

For the Board of County Commissioners:

John E. Taylor, Chairman
Attest:

Shari Perry, County Clerk

Approved:

Craig A. Davis, Sheriff

Lisa Johnson, County Counselor

For the Board of Education of
U.S.D. 289:

President of School Board

Clerk of the Board

ATTACHMENT "A"

Officer's Salary (36% of \$36,867.31)	\$ 13,274.66
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Benefits (all at 36%):

Health Insurance	\$ 3,789.26
Dental	\$ 201.77
Vision	\$ 46.34
Life Insurance	\$ 14.90
Soc. Sec/Medicare	\$ 1,015.33
Unemployment	\$ 37.15
KP & F Retirement	\$ 1,735.85
Work Comp.	\$ 377.74
Uniform	<u>\$ 54.00</u>
Total Benefits	\$ 7,272.34

Contract Amount	\$20,547.00
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