

SCHOOL RESOURCE DEPUTY AGREEMENT

THIS AGREEMENT made and entered into this 20th day of July, 2025 by and between the Board of Education of the Clever School District, a Missouri public school district and the Sheriff's Office of Christian County, Missouri, a Missouri political subdivision, 110 West Elm Street, Room 70, Ozark, Missouri 65721, Attn: Sheriff Brad Cole, Christian County.

WITNESSETH

WHEREAS, Brad Cole is the duly elected Sheriff of Christian County, Missouri, having been elected to such position on August 4, 2015, and has entered upon the discharge of his duties as the chief law enforcement officer of Christian County, Missouri, as required by the provisions of RSMo. Section 57.010.1 (hereinafter the "Sheriff"); and

WHEREAS, the Clever School District (hereinafter the "District") operates elementary, middle, and high schools as well as other educational and extra-curricular activity facilities; and

WHEREAS, the District and Sheriff share common goals of enhancing student safety, increasing the community's understanding of law enforcement and strengthening the existing ties of communication and coordination between the Sheriff's Office and the District for the benefit of the citizens of the Clever, Missouri community; and

WHEREAS, the District is interested in receiving the services of School Resource Deputies ("SRD") during the 2025-2026 school year, under the terms and conditions outlined in the job description attached hereto and by this reference made a part of this Agreement; and

WHEREAS, Sections 70.220 and 70.820, RSMo. provide that political subdivisions within the State of Missouri are empowered to make and enter into Mutual Aid Agreements with other political subdivisions within the State to more effectively allocate law enforcement and other public safety services on a local and countywide basis that arise while providing law enforcement services; and

NOW, THEREFORE, in consideration of the matters described above, and the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

- I. **Mission of the SRD:** The mission of the SRD is to provide an element of security and law enforcement presence to the Clever School District. This shall be accomplished by the SRD:
 - a. Promoting a better working relationship with the youth of our community through using community policing strategies and explaining to students, parents

and faculty members that the purpose of the School Resource Deputy program is to educate and promote awareness of law enforcement.

- b. Dealing with day-to-day problems which may arise in the District and working with the administration of the District to assist in providing a safe, secure and positive educational atmosphere for the students daily.
 - c. Opening more and better lines of communication between students and law enforcement officers by being available to meet with and talking to students, parents and faculty members regarding law enforcement matters or crime prevention information.
 - d. Reducing juvenile crime through taking measures which are: (1) reactive (e.g. responding to calls, making police reports, engaging in interventions, making arrests and representing the District in court referrals related to the SRD responsibilities, etc.); and (2) proactive (e.g., maintaining a visible presence in the school and throughout the campus during the day and at extracurricular activities, preventing problems through making announcements and using posters, guest-speaking in classes, participating in school activities and clubs, etc.); and
 - e. Responding in the role of a law enforcer when crimes occur.
2. **Term:** The initial term of this Agreement is for a period of one school year, beginning August 1, 2025, through June 30, 2026. Thereafter the term of this agreement shall be for one school year, effective the first day of the district's 2025-2026 school year and continuing through the end of the school year and to include summer school. Notwithstanding the foregoing, this Agreement shall automatically renew for subsequent:

(1) year school terms and upon the failure of either party to furnish the other party written notice of termination and non-renewal of this Agreement within sixty (60) calendar days before the expiration of any given school year term, with such notice to be furnished as provided herein below. In addition, if either party fails to fulfil in a timely manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the aggrieved party shall have the right to terminate the Agreement on thirty (30) days written notice to the other party. Such termination shall not relieve the District of any liability to the Sheriff for damages sustained by virtue of any breach by the District.

3. **Rights and Duties of the Sheriff:** (a) The Sheriff shall provide School Resource Deputies ("SRD") who shall be a commissioned deputy sheriff and a paid employee of the Clever School District, and who shall perform the duties of an SRD at the District's campuses as contained in the Job Description for the position found as Exhibit "A" attached to this agreement and incorporated herein by this reference; (b) The SRD shall be uniformed and equipped in the same manner as any other deputy sheriff in the Sheriff's Office, unless special needs arise in which plain clothes would be appropriate; (c) the School Resource Deputies assigned to the District shall serve at the District's school campuses pursuant to a schedule to be determined in conjunction with the Superintendent of the District or her designee.

(d) the District shall provide all uniforms, equipment, training and a patrol vehicle for the deputies assigned by the District, provided however, the District shall be responsible to schedule and pay for any specialized training the District wants the SRD to attend, including but not limited to the Basic Resource Officer Training required by Section 168.450, RSMo., and will be solely financially responsible for all such costs associated therewith; (e) the District shall be entitled to designate which deputy sheriff shall be assigned as an SRD, subject to the approval of the Sheriff; (f) The District and the Sheriff acknowledge the SRD shall remain responsive to the chain of command of the Christian County Sheriff's Office.

4. **Rights and Duties of the District:** The District shall provide the full-time SRD the following materials and facilities deemed necessary for the performance of the SRD's duties with the Clever School District:
 - a. Access to an air-conditioned, heated and properly lit private office which shall contain electrical and internet capability which may be used for general law enforcement office purposes.
 - b. A location for files and records which can be properly locked and secured.
 - c. A desk with drawers, chair, filing cabinet, and office supplies.
 - d. Access to a computer; and
 - e. Training for the SRD not otherwise provided by the Sheriff.
5. **Dismissal of School Resource Deputy:** In the event the superintendent or his/her designee feels the SRD is not performing his or her duties effectively, the superintendent or designee shall also advise the Sheriff. The Sheriff may terminate an SRD based upon the Office's rules, regulations and when it is in the best interest of the citizens of Christian County.
6. **Notices:** Any notices hereunder shall be in writing and shall be deemed to have been given, if personally delivered, upon receipt; or if mailed by the United States Postal Service by registered or certified mail, return receipt requested, three (3) days after the date of such mailing, to the parties at the addresses set forth below.

Notice to District shall be sent to:

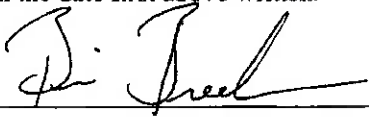
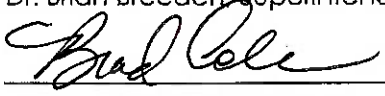
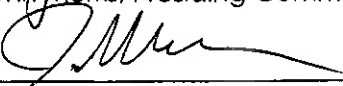
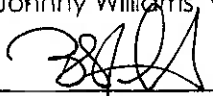
Clever School District
Dr. Brian Breeden, Superintendent
Central Office
103 S. Public Ave
Clever, MO 65631

Notices to the Sheriff shall be sent to:

Christian County Sheriff's Office
Sheriff Brad Cole
110 West Elm Street, Rm 70
Ozark, MO 65721

7. **Total Agreement:** This instrument contains the total agreement of the parties. No oral or other statements, proposals or agreements shall be binding on the parties hereto. This instrument, however, may be amended in writing with the mutual consent of the District and Sheriff of Christian County, Missouri.
8. **Authorization of Governing Boards:** By setting their respective signatures to the document, the Superintendent of the Clever School District represents that a majority of the whole Board of Education of the Clever School District have authorized and approved this Contract for School Resource Deputy Services and authorized the undersigned Superintendent to execute this Contract on behalf of the District, effective as of the date first written above.
9. **Governing Law & Venue:** This contract shall be governed by the laws of the State of Missouri. Proper venue for any lawsuit arising from a dispute involving this contract shall be brought in a court of competent jurisdiction in Christian County, Missouri.
10. **Severability:** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

IN WITNESS WHEREOF, Christian County has caused this Contract to be executed by its Sheriff and the County Commissioners, attested by its County Clerk, and the Superintendent of the Ozark School District pursuant to a majority vote of the whole Board of Education has authorized the Superintendent to enter this Contract on the date first above written.

DATED: <u>7-15-25</u>	 Dr. Brian Breedon, Superintendent Clever School
DATED: <u>7/28/2025</u>	 Brad Cole, Sheriff Christian County
DATED: <u>7/28/25</u>	 Lynn Morris, Presiding Commissioner
DATED: <u>7/28/25</u>	 Johnny Williams, Western Commissioner
DATED: <u>7-28-2025</u>	 Bradley A. Jackson, Eastern Commissioner

Attested By:


Paula Brumfield, Christian County Clerk



APPROVED AS TO FORM:

