INTERLOCAL AGREEMENT





WHEREAS, New Diana Independent School District, Upshur County and the Upshur County Sheriff's Office have continually worked together to provide safe and secure campuses for the education of students, and

WHEREAS, the expertise of New Diana Independent School District Is the education of their students while the expertise of the Upshur County Sheriff's Office, by and through the budget provided by the Upshur County Commissioners' Court, is the security and safety of the Upshur County citizens;

IT IS THEREFORE AGREED:

Location and Times of work

The Upshur County Sheriff's Office shall employ two certified deputies and shall place one deputy at the New Diana ISD elementary campus; and shall place one deputy at the New Diana Junior High/High School campus located at the southwest intersection of Hwy 259 and Hwy 154. The deputies shall perform security and law enforcement duties on each campus.

The deputies will normally conduct duties from 7:30 a.m. to 4:30 p.m. during fall/spring school semester days that class is in session. The deputies will work other days, including summer school and special events with coordination of the SRO, the SRO supervisor, and the school district.

Exceptions to the above shall include:

- Law Enforcement training that requires the deputies to be away from the school campus.
- Vacation/Holiday time approved by the U.C.S.O. SRO supervisor. Vacation/Holiday time off during school days will be kept to a minimum. The SRO will be expected to normally take personal time during days In which school is not in session (i.e. School holidays, summer months, etc.)
- Approved sick/injury time off.

Funding

New Diana Independent School District will provide to Upshur County the amount equal to the total cost of annual salary and benefits of a deputy position of Upshur County Sheriff's Office for each deputy retained by New Diana. I.S.D. for the purpose of SRO. This amount for fiscal year 2020-2021 shall be \$ 50,757.68 per SRO deputy.

New Diana I.S.D. will make the above payments in equal monthly installments of \$ 4,229.81 for each SRO deputy.

Upshur County or Upshur County Sheriff's Office will provide the school district with any changes to the

annual salary and benefits for the following years by April 1 of each year. The new amount will go into effect on October 1 of that year.

The Upshur County Sheriff's Office will provide funding for the deputy's uniform, basic police equipment and weaponry, required training, vehicle, vehicle maintenance and fuel (excluding out-of-county special events).

The Upshur County Sheriff's Office and New Diana 1.S.D. may agree to joint funding of other expenses at the discretion and agreement of both parties.

Duration of Agreement

This agreement shall be in force unless either party Informs the other in writing of intent to withdraw

Duration of Agreement

This agreement shall be in force unless either party Informs the other in writing of intent to withdraw from this agreement, in the event that either party chooses to withdraw from this agreement, that party shall notify the other party at least 30 days in advance of termination.

Both parties agree to work in good faith together in the administration of this agreement.

Todd Tefteller

Upshur County Judge

Carl Key

Superintendent

New Diana Independent School District

4-29-2020

Date

Date

TERRITROSS
COUNTY CLERK
2020 APR 30 AM 10: 40
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