

LAW ENFORCEMENT AGREEMENT

THIS LAW ENFORCEMENT AGREEMENT made and entered into on the _____ day of _____, 2014 by and between the **Christian County Board of Education** ("District") and the **City of Hopkinsville, Kentucky** ("City");

W I T N E S S E T H:

WHEREAS, the District and the City previously entered into contractual agreements for the City to provides law enforcement officers to the District; and

WHEREAS, the District and the City desire the City to continue to furnish law enforcement officers to the District under the terms of this agreement; and

WHEREAS, the parties do wish to reduce to writing their agreement concerning the foregoing;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein, the parties agree as follows:

1. **TERM**: The effective date of this agreement shall be July 1, 2014 and continue through June 30, 2015 subject to renewals later defined herein.

2. **LAW ENFORCEMENT SERVICES**: The City shall provide the District with three (3) sworn law enforcement officers to serve as School Resource Officers ("SROs") to provide security and law enforcement services at such site or sites as designated by the District among the following schools: Christian County Middle School, Hopkinsville Middle School, and North Drive Middle School. The City shall provide the District, at no cost with one (1) sworn law enforcement officer to serve as a School Resource Officer to provide security and law enforcement services at such site

or sites as designated by the District, among the following schools: Belmont Elementary, Crofton Elementary, Holiday Elementary, Indian Hills Elementary, Millbrooke Elementary, Lacy Elementary, Pembroke Elementary, Sinking Fork Elementary, Martin Luther King Elementary, and South Christian Elementary.

3. COMPENSATION FOR SERVICES: In consideration of the services provided the District by the City, as described in this agreement, the District shall pay the City **\$165,000.00** in ten (10) monthly installments of **\$16,500.00** each, payable no later than the last day of each month, commencing August, 2014 and continuing ten (10) months until May, 2015.

4. VEHICLES: The City shall provide police vehicles for use by the SRO's as required in the performance of their duties.

5. EMPLOYEE STATUS: All law enforcement personnel provided the District pursuant to this contract shall be the exclusive employees of the City, and the City shall be solely responsible for workers compensation benefits, and, primarily liable for law enforcement liability insurance coverage.

6. SRO SUPERVISION: All SRO's shall be under the direct supervision of the City Police Chief or his designee. However, the SRO's furnished pursuant to this agreement shall consult with the principal of each school receiving services pursuant to this agreement to carry out the stated needs of the subject school or schools. Any complaints concerning the job performance of the SRO shall be filed directly with the City Police Chief or his designee. In accordance with the foregoing, all police disciplinary actions, if any, shall be the exclusive prerogative and responsibility of

the City.

7. **SRO UNIFORMS:** The SRO's provided under the terms of this contract, during the performance of their duties at the subject school locations, shall wear clothing in a uniform manner designated and agreed to by and between the District and the City. The uniform or clothing selected by the parties shall be sufficient to identify the law enforcement official as an SRO employed by the City of Hopkinsville. There shall be no cost to the District for these uniforms.

8. **DESIGNATED POST:** The four (4) SRO's furnished the District, pursuant to this agreement, shall each be assigned a post by the District as determined by the District Superintendent or her designee.

9. **DUTIES:** Each SRO shall on the applicable school campus during all instructional time. Each SRO shall sign in and out with the principal each day, and each SRO shall notify the principal if the SRO will not be present on a given day. However, it is understood that officers may be required to attend court or other duty. In those cases, City will consult with the principal to have a

replacement officer on duty at the designated school campus. Each SRO will remain on school campus during lunch in order to be available at all times.

All SRO's will be on duty at administrator selected priority sporting/extracurricular activities/events. Each SRO working any such sporting/extracurricular activities and events shall have authority to remove students, attendees, and/or parents from the activity or event for cause.

In the event that an SRO is required to provide services for extracurricular activities or events which require services beyond their assigned duties, the District or the requesting school shall pay the City an amount equal to the current base salary (hourly) for the amount of time the SRO provides such additional, or one and one-half (1-1/2) times the current base salary (hourly) for the amount of time the SRO provides the additional service if City is required to pay overtime rate to the SRO providing the additional service. The SRO shall report the additional service to the District, which must be approved in writing by the principal or his or her designee. The City shall invoice the District or the school requesting the extra service by the 10th day of the month immediately following the month the extra service is provided in the manner described herein. The District or the school requiring the extra service shall pay the invoice for additional service within 30 days of receiving same.

If an SRO is unable to be at his or her post because of sickness, vacation, or other reason, City shall provide a replacement SRO.

10. PROFESSIONAL DEVELOPMENT:

The parties are aware that the District has entered into a resolution agreement with United States Department of Education Office for Civil Rights ("OCR"). A copy of the resolution agreement is attached as Exhibit A. Pursuant to the resolution agreement, any officer providing SRO services must attend and complete professional development and receive such training as may be deemed necessary under the resolution agreement. The City and each SRO will cooperate with the District to ensure that each SRO attends and completes such professional development.

11. REVIEW OF ACTIVITIES:

Pursuant to the resolution agreement with OCR, the District is required to review and monitor the conduct of all SROs. The City and each SRO shall cooperate with the District's to ensure that the District complies with the resolution agreement. To that end, the City and each SRO shall keep the District timely informed of all actions taken by each SRO. The City and each SRO shall cooperate with the District to review the proper roles of SROs to ensure that the District is in compliance with the resolution agreement. The City and each SRO will cooperate with the District in the required review of actions of the SROs to determine whether such actions were appropriate. The City and each SRO will cooperate with the District in the required review of law enforcement referrals.

The City and each SRO will generally cooperate with the District in complying with the resolution agreement.

12. RENEWAL OF CONTRACT: This contract shall continue to automatically renew itself for additional one (1) year terms at the conclusion of the then expiring one year term unless either party gives ninety (90) days written notice unto the other of its intent not to renew same. Any automatic renewal of this contract shall be under the same terms and conditions as previously set out herein excepting only budget modifications as to service requested by the District for any subsequent year renewal. Said budget modification(s) shall be reduced to writing and approved by written signature of a duly authorized official of the respective parties on a date prior to the

automatic renewal of the contract.

SO ACKNOWLEDGED AND AGREED TO this _____ day of _____, 2014.

**CITY OF HOPKINSVILLE, KENTUCKY
DEPARTMENT**

**CHRISTIAN COUNTY BOARD
OF EDUCATION**

BY: _____

BY: _____
J. Daniel Kemp, Mayor

**Mary Ann Gemmill
Superintendent**

PREPARED BY:

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