**LAW ENFORCEMENT AGREEMENT**

This LAW ENFORCEMENT AGREEMENT made and entered into on the ­­­­­­\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2018 by and between the Breathitt County School District, hereinafter referred to as “District” and the City of Jackson, Kentucky hereinafter referred to as “City”.

WITNESSETH:

WHEREAS, the District and the City previously entered into contractual agreements for the City to provide 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 April 1, 2018 and continue through June 30, 2018 subject to renewals later defined herein.

(2) LAW ENFORCEMENT SERVICES: The City shall provide the District with one (1) sworn law enforcement officer to serve as School Resource Officer, (hereinafter “SRO”) to provide security and law enforcement services at such sites and locations designated by the District.

(3) COMPENSATION FOR SERVICES: In consideration of the services provided to the District by the City as described in this agreement, the District shall pay the City the Sum of $8,750.00 payable in (2) monthly installments of $4,375.00 each month, payable no later than the last day of each month, commencing May 1, 2018 and continuing 2 months until June 2018.

(4) VEHICLES: The City shall provide a police vehicle for use by the SRO as required in the performance of his/her duty.

(5) EMPLOYEE STATUS: Any SRO or law enforcement personnel provided to the district pursuant to this contract shall be the exclusive employee 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 SUPERVISON: Any SRO shall be under the direct supervision of the City Police Chief or his designee. However, the SRO furnished pursuant to this agreement shall consult with District Administration and Principal(s) at each site or location where the SRO is providing services pursuant to this agreement to carry out the needs of the District at said sites and locations. 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 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. There shall be no cost to the District for these uniforms.

(8) DUTIES: The SRO shall be on Campus during all instructional time at such sites locations or posts as determined and assigned by the Chief of Police or his designee and the District Superintendent or his designee. The SRO shall sign in and out with an administrator designated by the District Superintendent at each site or location to which the SRO is assigned. The SRO shall notify the District and City 24 hours in advance if the SRO will not be present on any given day. It is understood that law enforcement officers may be required to attend court or other duties. In such cases, the City will consult with the District and have a replacement officer on duty at the designated location(s). Each SRO will remain on campus during lunch in order to be available at all times. If the SRO is unable to be at his or her assigned location because of sickness or other reason, the City shall provide a replacement SRO. If the SRO is in court on a school related issue, the City shall not provide a replacement SRO.

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

In the event that a SRO is requested to provide services for sporting/extracurricular activities/events, which require services beyond their assigned duties, the District shall compensate the City an amount equal to the expense incurred by the City for Wages and benefits paid to the SRO for providing said additional service. The SRO shall report the additional service to the District. The City shall invoice the District by the 10th day of the month immediately following the month the extra service is provided in the matter described herein. The District shall pay the invoice for additional service within 30 days of receiving the invoice.

(9) PROFESSIONAL DEVELOPMENT: The parties are aware that the District has entered into a resolution agreement with United States Education Office for Civil Rights herein after, “OCR”. 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 any law enforcement officer serving as SRO will cooperate with the District to ensure that the SRO attends and completes such professional development, if District requests additional professional development/trainings; the district would be responsible for costs.

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

(11) RENEWAL OF CONTRACT: This contract shall continue to automatically renew itself for additional one (1) year terms at the conclusion of the then expiring 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 to service requested by the District for any subsequent year renewals. 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 the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2018

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On behalf of the City of Jackson

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On behalf of Breathitt County Board of Education