

LAW ENFORCEMENT AGREEMENT

This **LAW ENFORCEMENT AGREEMENT** made and entered into on the _____ day of _____, 2020 by and between the **Christian County Board of Education** (the “District”) and the **Christian County Sheriff’s Department** (the “Sheriff”);

WITNESSETH:

Whereas, the District and the Sheriff have previously entered into contractual agreements whereby the Sheriff provides law enforcement officers unto the District; and

Whereas, the District and the Sheriff wish to continue their partnership whereby the Sheriff will furnish law enforcement officials unto the District under the terms and conditions later set out herein; and

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

Now, Therefore, for and in consideration of the foregoing and the mutual covenants and promises contained herein, the parties agree as follows:

1. **TERM:** The effective date of this agreement shall be July 1, 2020 and continue through June 30, 2021 subject to renewals later defined herein.
2. **LAW ENFORCEMENT SERVICES:** The Sheriff shall provide the District with three (3) sworn law enforcement officers for the position of the School Resource Officer (hereinafter, "SRO") to provide security and law enforcement services at such site or sites designated by the District among the following schools: all of the District's elementary schools, and the Gateway Academy Campuses. One of the three officers shall be provided to the district at a cost of \$10,000.
3. **COMPENSATION FOR SERVICES:** In consideration of the services provided the District by the Sheriff, as described in this agreement, the District shall pay the Sheriff the sum of **\$139,488.80**, payable in ten (10) monthly installments of **\$13,948.80** each, payable no later

than the last day of each month, commencing August, 2020 and continuing until May 2021.

4. **VEHICLES:** The Sheriff shall provide police vehicles for use by the SROs as required in the performance of the duties.
5. **EMPLOYEE STATUS:** All law enforcement personnel provided the District pursuant to this contract shall be the exclusive employees of the Sheriff, and the Sheriff 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 Christian County Sheriff or his designee. However, the SRO's furnished under this agreement shall consult with the principal of each receiving services under this agreement to carry out the stated needs of the school or schools. Any complaints concerning the job performance of the SRO shall be filed directly with the Sheriff or his designee. In accordance with the foregoing, all police disciplinary actions, if any, shall be the exclusive prerogative and responsibility of the Sheriff.
7. **SRO UNIFORMS:** The SROs provided under this contract, during

the performance of their duties at the subject school locations, shall wear clothing in uniform manner designated and agreed to by and between the District and the Sheriff, and shall include a body camera. The uniform or clothing selected by the parties shall be sufficient to identify the law enforcement officials as an SRO employed by the Christian County Sheriff. There shall be no cost to the District for these uniforms.

8. **DESIGNATED POST**: The three (3) SROs furnished the District under this agreement shall work primarily at the eight elementary schools, and the two Gateway Academy campuses.
9. **DUTIES**: SROs are to be on school campus during all instructional time. SROs are to sign in and out with the principal each day and the SROs 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, Sheriff will consult with the principal to have a replacement officer on duty at the designated school campus. All SROs will have lunch on campus to be available at all times.

All SROs 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 compensate the Sheriff current base salary (hourly plus FICA and to one and a one-half) (1 ½) times the SRO provided the additional service. All overtime hours for such additional services must be approved in writing by the District or requesting school prior to the provision of such overtime 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 Sheriff 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 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, the Sheriff shall provide a replacement SRO.

10. **PROFESSIONAL DEVELOPMENT:** Any officer providing SRO services must attend and complete professional development and receive such training as may be deemed necessary. The Sheriff and each SRO will cooperate with the District to ensure that each SRO attends and completes such professional development.

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 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 the 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 the date prior to automatic renewal of the contract.

SO ACKNOWLEDGED AND AGREED TO this _____ day of

_____, 2020.

CHRISTIAN COUNTY SHERIFF'S DEPARTMENT

BY:

Tyler DeArmond

Christian County Sheriff

CHRISTIAN COUNTY BOARD OF EDUCATION

BY:

Mary Ann Gemmill

Superintendent

PREPARED BY:

Jack N. Lackey Jr.

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