

MEMO

TO: BOARD MEMBERS

FROM: Brad Hawkins, Chief Operations Officer

DATE: April 29, 2020

RE: SRO Contracts

The Christian County Sheriff's Department and Hopkinsville Police Department have asked that clarifying statements be added to the SRO contracts that were approved at the April board meeting. The contracts are attached with the added language in red under number 9. Duties.

## **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. SRO shall not be responsible for school discipline matters that are the responsibility of the school administrators or school

employees.

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 serves 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 10<sup>th</sup> day of the month immediately following the moth 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~~ deputy.

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.**  
**Deatherage, Myers & Lackey, PLLC**  
**701 South Main Street**  
**P.O. Box 1065**  
**Hopkinsville, Ky 42241-1065**  
**Telephone: 270 886-6800**  
**Fax: (270) 885-7127**

## **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** ("District") and the **City of Hopkinsville, Kentucky** ("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 July 1, 2020 and continue through June 30, 2021 subject to renewals later defined herein.
2. **LAW ENFORCEMENT SERVICES:** The City shall provide the District with five (5) 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, Christian County High School, and Hopkinsville High School, and the Christian County Alternative School. One of the five law enforcement officers shall be provided at no charge to the District, as reflected in the compensation enumerated in numerical paragraph

three herein.

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 the sum of **\$282,640.66** payable in ten (10) monthly installments of **\$28,264.07** each month, payable no later than the last day of each month, commencing August, 2020 and continuing ten (10) months until May, 2021.

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, 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, and shall include body cameras. 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 five (5) 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 and the Chief of Police of his designee.

9. **DUTIES:** Each SRO shall be 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. SRO's shall not be responsible for school discipline matters that are the responsibility of the school administrators or school employees.

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 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, 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 officer.

**10. PROFESSIONAL DEVELOPMENT:**

Any officer providing SRO services must attend and complete professional development and receive such training as may be deemed necessary. The City 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 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** this \_\_\_\_\_ day of

\_\_\_\_\_, 2020.

CITY OF HOPKINSVILLE, KENTUCKY

CHRISTIAN COUNTY BOARD  
OF EDUCATION

BY: \_\_\_\_\_

Wendell Lynch, Mayor

BY: \_\_\_\_\_

Mary Ann Gemmill,  
Superintendent

PREPARED BY:

\_\_\_\_\_

Jack N. Lackey Jr.

Deatherage, Myers & Lackey, PLLC

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P.O. Box 1065

Hopkinsville, KY 42241-1065

Telephone: (270) 886-6800

Fax: (270) 885-7127