

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into between the **Hopkins County Fiscal Court** (AFiscal Court@) and the **Hopkins County Board of Education** (ABoard@).

WITNESSETH: That for and in consideration of the mutual covenants contained herein the parties do hereby agree as follows:

1. **Purpose of Agreement.** The Board and Fiscal Court are desirous of having law enforcement officers commonly identified as ASchool Resource Officers@ (SROs) located at and to provide services at each of the following schools located outside of the City limits of the City of Madisonville: Earlington Elementary School, Hanson Elementary School, Southside Elementary School, South Hopkins Middle School, West Hopkins Middle School and Hopkins County Central High School. The Fiscal Court, with the cooperation of the Hopkins County Sheriff's Office, has placed officers to service these schools. The parties specifically acknowledge there shall be a separate School Resource Officer assigned to each school with the exception of Southside Elementary School and Southside Middle School, who shall share a School Resource Officer.

2. **Payment of Sums.** The parties acknowledge the salaries for these five (5) total Resource Officers shall be governed by this agreement and the salaries shall be divided equally between the Fiscal Court and the Board. These salaries will be based at the hourly rate of \$22.07 per hour paid to the officers up to 2,080 hours per fiscal year. The parties acknowledge that this is the current hourly rate and if there is an increase in the officer's salary given to them by the Fiscal Court in the future, the Fiscal Court shall notify the Board and unless otherwise agreed this agreement shall be modified without the necessity of the execution of a new agreement reflecting the increased hourly rate to be paid to such officers. The Sheriff's Office is responsible for any other expenses of the officers including but not limited to any fringe benefits provided to them

3. **Employee Status.** The resource officers placed in the Board=s schools shall remain employees of the Fiscal Court and shall not be deemed to be employees of the Board.

4. **Scope of Services.** The resource officers shall serve as law enforcement officers at Earlington Elementary School, Hanson Elementary School, Southside Elementary School, South Hopkins Middle School, West Hopkins Middle School and Hopkins County Central High School. The officers shall work in conjunction with the principals of said schools. However, the officers shall perform such duties as are assigned by the Hopkins County Sheriff or his representative and nothing in this Agreement shall prohibit the resource officers from working outside of the school buildings on other projects or duties as may be assigned by the Hopkins County Sheriff.

The resource officers' duties and roles shall include but not be limited to the following: Law Enforcement, Law-Related Counselor, Law-Related Educator, and assist the school administration in maintaining a safe and secure environment. The Resource Officers will not be involved in the general school discipline situation. If a violation of a school rule is also a criminal offense or possible criminal offense, the Resource Officers may conduct a concurrent investigation.

The school resource officers will participate in a wide variety of activities related to the Hopkins County School System. Among the most important is providing a sense of security to the school at which they are working. The School Resource Officer shall act as a role model and mentor to the students within the school building that he or she is assigned to. This will be accomplished by participating in educational programs that bridge the gap between the students and the Sheriff's Office while sending a message that reinforces safe life decisions and morally clean living. The School Resource Officers may attend numerous after hours functions such as sporting events, community meetings, parent teacher association meetings, and field trips.

At such time as school is not in session at the Board=s schools, the parties agree that the resource officers shall be assigned any duties as assigned by the Sheriff of Hopkins County including but not limited to duties which may be performed on property other than Board property.

5. **Descriptions, Roles and Responsibilities.** The School Resource Officer's role is a limited one and is not to enforce school disciplinary rules or punish students. One of the purposes of the School Resource Officer's involvement is to assist the School District in maintaining safe schools with a positive learning environment and provide law enforcement should serious incidents take place. Police involvement should not be requested in a situation that can be safely and appropriately handled by the School District or the Board's internal disciplinary procedures. The following is intended to be a non-exclusive guideline as to matters that may involve the School Resource Officer:

a. The school principal or designee must attempt to de-escalate school-based incidents involving students wherever possible prior to calling or otherwise involving the Hopkins County Sheriff's Office.

b. The decision to involve the Hopkins County Sheriff's Office in any school-based incident must be made by the principal or designee.

c. Hopkins County Sheriff's Office involvement in school-based incidents should be limited to situations when it is:

1. Necessary to protect the physical safety of students and staff from imminent harm; or

2. Appropriate to address criminal behavior of persons other than students.

d. A school principal or designee shall be consulted prior to the arrest of a student when possible.

e. A student's parent or guardian shall be notified as soon as possible when they are issued a citation or arrested.

f. A School Resource Officer or other law enforcement officer acting in his or her official capacity on school grounds, in a school vehicle, or at a school activity or sanctioned event, who issues a summons, citation or other notice requiring the appearance of a student in court or for a Hopkins County Sheriff's Office investigation relating to an offense allegedly committed on school grounds, in a school vehicle, or at a school activity or sanctioned event, must notify the principal of the school or his or her designee of the issuance of the summons, ticket or other notice within twenty-four (24) hours after the issuance of the summons, citation or other notice.

g. Citations, arrests or referrals to the Hopkins County Court Designated Worker may only be used for the following incidents occurring on school grounds:

1. Fights involving serious bodily harm, or any fights which necessitate medical treatment for any of the participants;

2. Other serious violent offenses, such as robbery, arson or sexual assault;

3. Use or possession of dangerous weapons, such as knives, guns or brass knuckles. Other items which could be used as weapons shall only result in police intervention if a clear intention to use the item as a weapon can be established;

4. The possession/sale of illegal drugs or alcohol;

5. Offenses designated as requiring a referral to law enforcement per school district board policy.

h. The Hopkins County Sheriff's Office may conduct a search of a student's person, possessions or locker only where there is probable cause to believe the student committed or is committing a criminal offense and the offense at issue poses the threat of serious or immediate

injury to an individual within the school community.

i. A principal or designee shall be consulted before the Hopkins County Sheriff's Office conducts a search on a student's person, possessions or locker, unless there is imminent danger or possibility of imminent danger.

j. Questioning by law enforcement of a student may result in criminal consequences. Notice of such questioning shall be given to a principal or designee. If the student to be questioned is under the age of 18, the student's parent or guardian should be notified prior to questioning.

k. Physical restraints (handcuffs, Tasers, Mace, pepper spray, or other physical and chemical restraints) shall only be used for conduct that poses a serious and immediate threat to an individual within the school community and where less intrusive measures of restraint have failed.

l. School Resource Officers responding to a school-based infraction shall be notified by the principal or designee of any student's involvement who possess disabilities and/or an Individualized Education Plan ("IEP") and who therefore may require special treatment or accommodations. Hopkins County Sheriff's Office involvement with students with disabilities shall be in accordance with the student's Individualized Education Plan ("IEP"), any behavior intervention plan and Board policies.

6. **Termination of Agreement.** This Agreement shall last for a period of one year from July 1, 2020 to June 30, 2021. The Agreement shall renew automatically for one year periods thereafter unless one party to this Agreement elects to terminate it and gives written notice thirty (30) days prior to the scheduled expiration date of the Contract.

7. **Construction of Agreement.** This Agreement shall be construed equally as to all parties and shall be construed in accordance with the laws of the Commonwealth of Kentucky regardless of who has prepared it.

SO EFFECTIVE this 1st day of July, 2020.

HOPKINS COUNTY FISCAL COURT

By: _____
**JACK WHITFIELD, Hopkins County
Judge Executive**

HOPKINS COUNTY SHERIFF=S OFFICE

By: _____
MATT SANDERSON, Sheriff

HOPKINS COUNTY BOARD OF EDUCATION

By: _____
DEANNA D. ASHBY, Superintendent

Prepared by:

Have seen and approved:

J. Keith Cartwright, Attorney for Hopkins
County Board of Education

Honorable Byron Hobgood, County
Attorney

JKC.alt.2020Board.0205FiscalCt.HCBOE.Agreement