

Memorandum of Agreement

DAWSON SPRINGS SCHOOL RESOURCE OFFICER

THE CONTINUATION OF THIS SCHOOL RESOURCE OFFICER AGREEMENT is made and entered into on the 22nd day of May, 2023 by and between FISCAL COURT OF HOPKINS COUNTY, KY, CITY OF DAWSON SPRINGS, KY and the DAWSON SPRINGS INDEPENDENT SCHOOL DISTRICT, Dawson Springs, KY.

WHEREAS, the Dawson Springs Independent School District is desirous that the Fiscal Court of Hopkins County, KY through the Hopkins County Sheriff's Department assist the City of Dawson Springs in compensating for a School Resource Officer to be placed in the Dawson Springs Independent School District under the terms of this agreement; and

WHEREAS, the Dawson Springs Independent School District is desirous that the City of Dawson Springs, under the supervision of the Dawson Springs Police Chief, provide the District with one retired Kentucky Certified Police Officer to serve as a School Resource Officer for said District; and the Dawson Springs Independent School District desires to assist the City of Dawson Springs in compensating for a said School Resource Officer for said District; and

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

NOW, THEREFORE, for an 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 May 22, 2023 and continue through the end of the 2023-2024 Dawson Springs Independent School District ending date of school in 2024 (depending on 'make up days').
2. **SCHOOL RESOURCE OFFICER SERVICES:** The City shall provide the District with one retired Kentucky Certified Police Officer to serve as a School Resource Officer ("SRO") to provide security and law enforcement services at such site or sites as designated by the District among grades P through 12.
3. **COMPENSATION FOR SERVICES:** In consideration of the services provided the District by the City, as described in this agreement, the Hopkins County Fiscal Court/Sheriff, shall pay the City the sum of up to \$20,000 payable in 9 monthly installments of \$2222.22 each month, payable no later than the last day of each month commencing August of 2023 and continuing 9 months until the end of the 2024 school year (pro-rated for a portion of the beginning and ending months).

In consideration of the services provided the District by the City, as described in this agreement, the Dawson Springs Independent School District shall pay the City the sum of up to \$20,000 payable in 4 installments of \$ 5000.00 each no later than the last day of each quarter commencing October 2018 and continuing until the end of the 2019 school year (pro-rated for a portion of the beginning and ending months).

4. **VEHICLE:** The City shall provide a police vehicle for the SRO to drive from the City Police Department to the work location at the Dawson Springs Independent School District, and after the day's work to then drive said vehicle from the District back to the City Police Department to be parked.
5. **EMPLOYEE STATUS:** The School Resource Officer provided 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 SUPERVISION:** The SRO 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 Superintendent as to his assignment of the schools (principals) to receive services pursuant to this agreement to carry out the stated needs of the subject school district. 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 UNIFORM:** The SRO provided under the terms of this contract, during the performance of their duties at the school district location, 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 Dawson Springs. The cost of the uniform shall be the responsibility of the City.
8. **DUTIES:** The SRO shall be in the assigned school area by the Superintendent during all instructional time. The SRO shall sign in and out with the principal of the assigned school area each day. And, the SRO shall notify the principal of the assigned school if the SRO will not be present on a given day. Additionally, the SRO will contact the principal of the school should he or she be sick and unable to report to work. The school in turn should contact the Dawson Springs Chief of Police or his designee to report the illness so that the Police Department may be on campus a portion of the day to be missed by the SRO, if possible. The SRO will remain on school campus during lunch in order to be available at all times.

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

It is important to note, the SRO is not and should not be responsible for dispensing any school related discipline. That should exclusively be handled by school personnel.

In the event that the SRO is required to provide services for extracurricular activities or 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 to

the SRO for providing said additional service should the said amount of compensation require funding over the agreed upon monthly amount of compensation being provided by the Hopkins County Fiscal Court/Sheriff's Department and the Dawson Springs Independent School District. 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 requesting the extra service by the last 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 same.

If the SRO is unable to be at his or her post because of sickness, the City will try and provide, as available, an officer during a portion of the school day.

- 9. PROFESSIONAL DEVELOPMENT:** Any individual providing SRO services must attend and complete professional development and receive such training as law requires. The City and SRO will cooperate with the District to ensure that the SRO attends and completes such professional development as deemed necessary.
- 10. REVIEW OF ACTIVITIES:** The City PD and SRO shall keep the District timely informed of all actions taken by the SRO. The City PD and SRO shall cooperate with the District to review the proper roles of the SRO. The City and SRO will cooperate with the District in reviewing and monitoring any and all official actions taken by the SRO. The City and SRO will cooperate with the District in the required review of law enforcement referrals.
- 11. CONTRACT:** The contract shall be for the 2023-2024 school year.

SO ACKNOWLEDGED AND AGREE TO this _____ day of _____, 2023.

**Hopkins County Fiscal Court, KY
Judge Executive, Jack Whitfield**

**Dawson Springs Independent School District
Board of Education Chair, Vicki Allen**

**City of Dawson Springs, KY
Mayor, Jenny Sewell**