

***SCHOOL RESOURCE OFFICER AGREEMENT***  
***School Year 2023-2024***

**THIS AGREEMENT** is made by and between the **City of Madison Board of Education** (hereinafter referred to as “Board”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter referred to as “City”) (collectively, the “Parties”) for the School Year 2023-2024 and is made effective as of the date of execution by the latter-signing party.

**WHEREAS**, it is the objective of the Parties to cooperatively promote public health, safety, and welfare; and

**WHEREAS**, the City will provide essential services to the Board in furtherance of the objectives of the Parties;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. **SRO Placement**: The City’s Police Department (“MPD”) shall provide twelve (12) School Resource Officers (“SROs”) to the Board of Education for placement within various Madison City Schools from August 3, 2023, through May 22, 2024.
2. **SRO Duties**: SROs shall employ school-based policing concepts in accordance with MPD policy to promote school safety, as well as a drug and crime-free environment. SROs shall provide services including:
  - a. Providing security guidance and police services for students, faculty, and visitors
  - b. Teaching crime, alcohol, and drug awareness programs
  - c. Providing safety training on certain topics
  - d. Assisting with school traffic
  - e. Attending faculty and parent meetings on an as needed basis
3. **Chain of Command**: The placement and day-to-day assignment of each SRO is within the sole discretion of and under the supervision of the Madison Chief of Police or his designee. SROs shall at all times remain under the MPD chain of command, as well as MPD rules, regulations, and standard operating procedures. The parties acknowledge that SROs are not within the school administrative chain of command, and although SROs may enforce criminal laws of the state and City, they are not responsible for the enforcement of school rules and policies. MPD shall keep records of SRO performance and action consistent with standard MPD operating procedures, as well as the City’s personnel policies and procedures. MPD will provide time cards or other evidence of hours worked upon the Board’s request.
4. **Compensation**: Upon the City’s submission of an invoice to the Board, the Board agrees to reimburse the City for actual services rendered and hours worked according to the salaries listed on Exhibit A, attached hereto. The City shall submit its invoices,

and the Board shall disburse payment at the end of the school calendar year. The Board of Education acknowledges that it shall pay a rate of forty dollars (\$40) per hour for any off-duty pay for SROs.

5. Training, Equipment, Facilities:

a. City Responsibilities: The City will ensure that all SROs possess and maintain Alabama Peace Officer Standards and Training (APOST) Certification and that all SROs attend a school-based law enforcement program sponsored by a nationally recognized agency.

b. Board Responsibilities:

i. Training: The Board agrees to pay the actual cost of staff development expenses reasonably necessary for the SROs and the SRO supervisor to attend The Alabama Association of School Resource Officers (TAASRO) Summer Conference for training, within the limits for lodging, per diem and travel reimbursements permitted by Board policy. The Board's total expenditures (exclusive of training for an SRO to be assigned to Journey Middle School) for such training during the term of this agreement shall not exceed twenty-one thousand five hundred seventy-one dollars (\$21,571.00); provided, however, that in the event that the Board-requested training exceeds said amount, the Board will pay the invoices for such expenses within thirty (30) days from receipt.

ii. Training for Journey Middle School: The Board agrees to pay for all additional training for the additional SRO provided by the City to be assigned to Journey Middle School irrespective of the caps designated herein.

ii. Equipment: The Board will provide suitable office space for each SRO in each school where they are stationed for a total of eleven (11) offices or reasonable work spaces, such as cubicles. The Board shall provide standard office equipment and supplies including a desk, filing cabinet, bookshelf, landline telephone, computer, printer, printer paper, internet/intranet access, as well as standard maintenance and utilities. SROs shall return each office to the Board at the end of the agreement term, reasonable wear and tear expected.

6. Good faith: The City and the Board each pledge to act in good faith in fulfilling the terms and conditions of this Agreement. Furthermore, the parties agree to work cooperatively to implement MPD security recommendations and to implement recommended security strategies detailed in the 2010 Madison City School Task Force Final Findings and Recommended Strategies report.

7. Independent Contractor: The City, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the Board, but shall be deemed to be an independent contractor. The Board does not and will not assume any responsibility for the means by which or manner in which services by the City provided herein are performed, but on the contrary, the City shall be wholly responsible therefore. In no way and under no circumstances shall the employees of the City be deemed or construed to be employees of the Board or entitled to any compensation, adjustments, or other benefits inuring to employees of the Board.
8. Compliance with laws: In carrying out the terms of this Agreement, the City agrees to comply with all applicable federal, state, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Specifically, without limitation, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. Non-Assignment: Neither party shall transfer or assign this Agreement or any of the rights or privileges granted therein.
10. Termination: Both Parties agree that upon violation of any of the covenants or agreements herein contained on account of any act, omission, or commission by either party, the City or the Board may, as its option, provide written notice of its intention to terminate unless the breach is cured. The party receiving the notice will be afforded at least thirty (30) days within which to cure the breach asserted in the notice. In addition, if at any time during the Board's fiscal year its revenues decrease below that amount projected by the Board to sustain the operating budget of the Board, this Agreement may be declared null and void and all future responsibilities of both Parties hereunder rendered unenforceable. In that event, the Board shall be liable to the City for the prorated salaries of the assigned officers through the effective date of such termination of the Agreement by the Board. No other liability related to such termination shall accrue to either party.
11. Entire Agreement, Waiver, Amendment: This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized representatives of both Parties. This Agreement supersedes all other agreements between the Parties.
12. Governing Law & Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The Parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by

mediation under the Alabama Civil Mediation Rules. Unless the Parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster. Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

- 13. Third Parties: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- 14. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- 15. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**IN WITNESS WHEREOF**, the Parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on these respective dates.

**CITY OF MADISON, ALABAMA,**  
**a municipal corporation**

**ATTEST:**

By: \_\_\_\_\_  
*Paul Finley, Mayor*

By: \_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*

Date: \_\_\_\_\_

**STATE OF ALABAMA** )  
**COUNTY OF MADISON** )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2023.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON BOARD OF EDUCATION**

By: \_\_\_\_\_  
*Dr. Ed Nichols, Superintendent*

Date: \_\_\_\_\_

**STATE OF ALABAMA** )  
**COUNTY OF MADISON** )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Dr. Ed Nichols, whose name as Superintendent of the City of Madison Board of Education is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the City of Madison Board of Education.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2023.

\_\_\_\_\_  
Notary Public