

SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

This is a memorandum of understanding (“MOU”) between the Kenton County School District (“School District”), and the Kenton County Fiscal Court (“the County”). The County and School District will be referred to collectively as (“Parties”) throughout this MOU. This MOU constitutes the sole expression of the Parties’ respective obligations, expectations, rights and duties comprised herein pursuant to KRS 158 *et seq.* It is the School District’s intention to contract with the County to allow law enforcement services by law enforcement officers in and around its schools and it is the intention of the County to provide law enforcement services in and around the schools within the School District. The Parties therefore mutually assent to the following recitals and terms of the MOU. The effective date of this Agreement is August 1, 2021.

WITNESSETH:

WHEREAS, KRS 158.441 provides that school resource officers may be employed through a contract between a local law enforcement agency and a school district;

WHEREAS, the School District and the County have agreed to enter into a contract whereby the County will provide four of its police officers to serve as School Resource Officers (“SRO”) within the Kenton County School District.

NOW, THEREFORE, in consideration of mutual benefit and consideration provided herein, it is hereby agreed as follows:

I. Term of Agreement.

The County will provide four SROs for the Kenton County School District effective August 1, 2021 through June 30, 2022. This Agreement shall expire June 30, 2022, unless otherwise extended, in writing, by agreement of the parties.

II. Rights and duties of the County.

The County shall provide four (4) SROs as follows:

A. Training

1. Each SRO shall be a sworn peace officer, with training provided by the County to work with youth at a school site and holding a Kentucky Peace Officer Professional Standards Certification. Prior to being assigned to the School District, each SRO shall have previously received specialized training as contemplated by KRS 158.441(2). Any replacement SRO under this Agreement shall also have specialized training as contemplated by KRS 158.441(2).

2. Each SRO shall receive “Certified First Responder Training” on an annual basis, with the cost of such training split evenly between the County and the School District.

B. Assignment of School Resource Officers.

3. The County shall assign four SROs to work with the School District, pursuant to a mutually agreed schedule. If a trained SRO becomes unavailable for any reason under this Agreement (e.g. sickness, workers compensation, military leave, Family medical leave, disability, retirement), the County cannot guarantee a replacement. If the School District wishes to utilize a replacement on a temporary or permanent basis and if the available replacement subjects the County to additional costs not contemplated in the agreement herein, the School District agrees that it will pay for any increased costs associated with such replacement and the budget in Section III shall be increased in such amount. If the County is unable to provide a replacement, and the costs to the County under this Agreement are less than the budget specified in Section III, the County shall refund the unused portion to the School District.

4. The SROs shall be available to assist at all school locations to respond to calls for assistance of a law enforcement nature on an as needed basis, but specifically shall be assigned to the following locations: Twenhofel Middle School, Piner Elementary School, White's Tower Elementary School, and Ryland Heights Elementary School.

5. Administration - The SRO shall report directly to the County's designated SRO Coordinator, who will coordinate activities with the School District Administration.

C. Duties of School Resource Officer.

1. The SRO is a law enforcement officer of the Kenton County Police Department and is not an employee or agent of the School District. The SRO's duties and functions while assigned to the School District are law enforcement.

2. The SRO will assist school personnel to prevent or respond to student unrest that poses a danger to the student or others.

3. The SRO shall serve as a role model and interact in a positive, professional manner with all students, parents, School District staff, and other persons who the SRO may encounter while on assignment in the School District.

4. The SRO will make a good faith effort to become familiar with community agencies that aid youths and their families such as mental health clinics and drug treatment centers. The SRO may make referrals to agencies when necessary to assist the School and students.

5. The SRO may assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.

6. Should it become necessary to conduct law enforcement related interviews with any student, the SRO shall adhere to the policies of the Kenton County Police Department, Kentucky Revised Statutes, and other legal requirements regarding such interviews.

7. The SRO may, by way of the exercise of his/her discretion as a sworn peace officer, take law enforcement action as he/she deems necessary consistent with Federal and Kentucky laws. Action undertaken by the SRO may or may not involve a custodial detainment and/or arrest, and the SRO's discretion and decision-making shall be governed by and subject to the policies, procedures, and training of the Kenton County Police Department, and those laws of the Commonwealth of Kentucky, and the United States Constitution, and other Federal laws which govern law enforcement officers and peace officers.

8. Notwithstanding the above, it is the expectation of the School District that the SRO shall, consistent with the SRO's training and the law, limit the exercise of his/her law enforcement powers in response to student misconduct to situations in which the student behavior constitutes a substantial and imminent threat to physical safety or serious crime or when law enforcement powers are authorized by State and/or Federal laws. This provision does not establish a standard of care for civil liability; nor should it be used or interpreted in such a manner; and it does not confer any right, benefit, or claim against the SRO, the Fiscal Court, or the School District by or on behalf of any third party, or any party who is not a signatory to this Agreement.

9. School District staff and administrators shall only request that SROs respond to student conduct when that conduct constitutes an imminent and substantial threat to physical safety or a serious crime. Therefore, SROs shall not be called upon by school staff or administrators to:

- a. Escort students, including from classrooms to an administrator's office or to the ISS room
- b. Obtain compliance with directions given to a student by school officials;

- c. To enforce or implement student disciplinary rules (See also, paragraph 14).
- d. Accompany school staff or administrators on “home-visits” at the residence of a student’s parent or guardian unless such “home-visit” involves the investigation of possible criminal activity.

10. As soon as practical, the SRO shall make the principal of the school aware of law enforcement action taken on the school premises. At the principal's request, the SRO may take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus.

11. The SRO may give assistance to law enforcement officers in matters regarding his/her school assignment, when necessary.

12. The SRO may when requested, participate in and/or attend school functions or meetings in the SRO’s capacity as a law enforcement officer, and to help maintain safety and security in and about the school function. Furthermore, the SRO shall be available to attend and give testimony at expulsion hearings when requested.

13. The SRO may be assigned investigations relating to assaults, thefts, or any crime, relating to the students attending the school(s) that the SRO serves.

14. The SRO shall not act as a school disciplinarian nor shall the SRO be requested by the School District to act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information

with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO will determine whether law enforcement action is appropriate. With respect to those activities occurring on school property or at school sponsored functions, which a principal is directed to report to the "appropriate law enforcement agency" under KRS 158.154 ("assault resulting in serious physical injury, a sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a controlled substance in violation of the law, or damage to the property"), and those activities which an administrator, teacher, or other school employee is directed to report to the "local police department, sheriff, or Kentucky State police," under KRS 158.155 (such activities consisting of conduct occurring on school premises or school sponsored events which is believed to constitute a misdemeanor or violation or offense relating to deadly weapons, use, possession, or sale of controlled substances, or a felony offense), it is agreed and understood that the SRO, as an employee of the County, is authorized to receive and appropriately report to the County Designee, in the Chain-Of-Command, who will see that a written report is prepared and brought to the direct attention of the highest members of the Chain-Of-Command of the Kenton County Police Department for all appropriate action on the reported matter.

15. School administrators shall not interrogate students as to possible criminal conduct on behalf of or as agents of the SROs or the Kenton County Police Department. Any SRO who in the scope of their duties with or on behalf of the School District participates in an interrogation of a student or obtains information which may be used against a student in a

criminal proceeding, shall follow all state and federal laws with respect to arrests, searches, seizures, and interrogations of students.

16. The School District shall promptly provide to each SRO any new or amended policies promulgated by the School District pertaining to SRO's. In the event that the policies of the School District conflict with the policies, procedures, and training of the Kenton County Police Department or the laws of the Commonwealth of Kentucky that govern law enforcement officers and peace officers, the policies and procedures, including the laws of the Commonwealth of Kentucky that govern law enforcement shall control over the School District's policies.

17. The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties.

18. The SRO shall maintain the confidentiality of all student records, consistent with state and federal laws, and the Kenton County School Board's policies.

19. The SRO is not a school employee or administrator and is not subject to the jurisdictional authority of the Kentucky Department of Education, or any other education-related agencies, including, Employee Professional Standards Board or Office of Educational Accountability. The SRO is an employee of the County and subject to those policies, procedures, practices, codes of conduct, and the laws of the Commonwealth of Kentucky that govern law enforcement officers.

III. Financing of the School Resource Officer Program and Administrative Expenses.

A. For the 2021-2022 school year, the financing of the SRO will be as follows: The School District shall pay to the County the sum of 109,308.46 for the purposes of offsetting the cost of salary, equipment, uniform, and training of the SRO's.

B. Payments of \$ 27,327.11 shall be made by the School District to the County on a quarterly basis. The County shall submit to the School District an invoice once every 3 months for payment for services rendered, with the School District's payment due within 30 days of receipt.

C. The School District shall reimburse the County the costs of attendance, including mileage, per diem(s), and lodging for each SRO to attend either (a) the Kentucky Association of School Resource Officers (KYASRO) conference, or an SRO Training Course offered by the National Association of School Resource Officers (NASRO) during the term of this Agreement.

IV. Employment status of the School Resource Officer.

The SRO shall remain an employee of the County and shall not be an employee or independent contractor of the School District. All work-related benefits, as applicable, accruing to the SRO shall be the sole responsibility of the County, including, but not limited to, health insurance; workers compensation; retirement benefits; liability insurance; and unemployment insurance. The School District and the County acknowledge that the SRO shall remain responsive to the chain of command of the Kenton County Police Department, and to the policies and procedures thereof.

V. Appointment of School Resource Officer.

A. The County shall have the sole authority to hire and assign an SRO consistent with the terms of this Agreement.

B. SRO applicants must meet the following requirements:

1. The applicant must be a volunteer for the position of SRO.
2. The applicant must be a certified and sworn peace officer holding a Kentucky Peace Officer Professional Standards Certification.

3. Prior to being assigned to the School District, each SRO shall have previously received specialized training as contemplated by KRS 158.441(2).

VI. Dismissal of School Resource Officer; Replacement.

A. In the event a principal of a school to which the SRO is assigned reasonably believes in the exercise of good faith judgment that the SRO is not effectively performing his or her duties or presents a danger to the safety of students or others, the principal shall make a report to the Kenton County Police Department SRO Coordinator and the Superintendent (and/or his Designee) to seek removal of an assigned SRO.

B. The Chief of the Kenton County Police Department may in his sole discretion, subject to applicable Kenton County Police Merit Board regulations, dismiss or reassign an SRO.

VII. Termination of Agreement.

This Agreement may be terminated by either party on ninety (90) days written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either party upon one hundred eighty (180) days written notice. Termination may only be accomplished as provided herein.

VIII. Notices.

All notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid and addressed as follows:

Superintendent
Kenton County Board of Education
1055 Eaton Drive
Ft. Wright, KY 41017

Kenton County Fiscal Court
c/o Judge/Executive
1840 Simon Kenton Way, Suite 5200
Covington, KY 41011

IX. Insurance/Hold Harmless Clause.

The County shall provide comprehensive, general liability insurance coverage for the SRO, consistent with the policies maintained by the County in the same manner for other officers of the Kenton County Police Department.

The School District shall provide comprehensive, general liability insurance coverage for its employees consistent with its policies maintained by the School District. In the event of litigation, the School District shall assume defense of anyone acting within the scope of their employment with the School District and shall release and hold KCFC harmless for any acts, omissions, or negligence of School District insureds.

X. Severability.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

XI. Choice of Law; Venue.

This Agreement shall be interpreted, enforced, and governed under the laws of Kentucky. Venue shall be in Kenton County, Kentucky.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers, each of which, for all purposes, is deemed to be an original.

KENTON COUNTY BOARD OF EDUCATION:

CHAIRPERSON

ATTEST:

SECRETARY, BOARD OF EDUCATION

KENTON COUNTY FISCAL COURT:

Kris A. Knochelmann, Judge/Executive