

Police Officer Employment Contract

This Agreement is made and entered into by and between the Kenton County Fiscal Court and hereinafter referred to as “Employer,” and Darrin Gilvin, hereinafter referred to as “Employee.”

WITNESSETH:

WHEREAS, Employer is desirous to retain the professional services of certified police officers to serve as School Resource Officers in the Kenton County School District; and

WHEREAS, Employer has entered into an agreement with the Kenton County School District to detail officers for their schools; and

WHEREAS, Employer desires to employ experienced police officers holding the requisite POPS certification from the Commonwealth of Kentucky, within the Kenton County Police Department, reporting to the Chief of the Department; and

WHEREAS, both Employer and Employee agree that it is appropriate to enter into this Agreement in order to provide benefits, conditions of employment, and the term of employment pursuant to KRS 70.293; and

NOW THEREFORE, the Employer does hereby employ the services of Darrin Gilvin as a Police Officer with the Kenton County Police Department in accord with the following terms and conditions:

SECTION 1. DUTIES

- A. The Employee shall maintain his Police Officer Professional Standards (“POPS”) certification as set forth by the Kentucky Law Enforcement Council pursuant to statute. The Employee shall also meet the requirements of KRS
- B. The Employee shall diligently perform the duties, tasks, and assignments required of the position in the official job description attached hereto as “Exhibit A,” in addition to the duties, policies, and procedures as set forth in the “School Resource Officer Program Agreement” by the Kenton County Fiscal Court and the Kenton County Board of Education attached hereto as “Exhibit B,” and any other duties, tasks, and assignments as may be assigned by the Chief of Police.

SECTION 2. TERM

- A. The term of this Agreement shall commence on August 16th, 2023 and continue for one (1) year expiring August 16th, 2024.
- B. At the end of the initial term of this agreement, this contract shall automatically renew, annually, for a term of one (1) year on the same terms and conditions

unless a written notice of non-renewal is provided to the other party no later than ten (10) days before the end of the term.

- C. This contract may be terminated by Employee, at any time, upon sixty (60) days written notice.
 - a. On the date of termination of this agreement, Employee shall be paid only that portion of the annual salary earned up to the date of termination.
- D. Employer may terminate this agreement “for cause” upon written notice to Employee.
 - a. Termination “for cause” shall include, but is not limited to:
 - i. Violation of any Local, State, Federal Laws or Regulations
 - ii. Breach of any term of this agreement.
 - iii. Violation of the terms and conditions of employment generally applicable to Officers of the Kenton County Police Department by virtue of the Kenton County Police Merit Board Regulations, Kenton County Ordinance(s), or other written policy of Employer applicable to Fiscal Court Employees.
- E. Any other provision notwithstanding, termination of the Employee pursuant to Section 2(D) shall be governed by the rules and regulations of the Kenton County Police Merit Board or other legislative due process applicable to the Kenton County Police Department pursuant to KRS 70.293(3).

SECTION 3. SALARY AND BENEFITS

- A. Employer shall pay Employee for his services an annual salary of forty seven thousand, one hundred twenty dollars and zero cents (\$47,120.00), payable in installments made at the same time and frequency as other Kenton County Police Officers are paid.
- B. Employee shall not be entitled to merit adjustments.
- C. Employer shall provide uniforms and equipment of a similar nature and kind as other Kenton County Police Officers.
- D. Employee shall not be entitled to health insurance coverage through the County, nor shall the County make any employer contributions or health expense reimbursements to the Kentucky Retirement Systems, nor shall it pay any insurance contributions to the state health insurance plan pursuant to KRS 70.293(2)(d).
- E. Employee shall be entitled county dental and vision benefits.

SECTION 4. DAYS AND HOURS OF WORK

- A. Employee shall be required to work each day the Kenton County School District is in session.
- B. Employee shall be required to work no less than One Hundred Seventy Seven (177) days per calendar year.

SECTION 5. DEATH DURING TERM OF EMPLOYMENT

If Employee dies during the term of his employment, Employer shall pay to Employee's estate all the compensation which would otherwise be payable to the Employee up to the date of the Employee's death, and the contract shall terminate as of such date.

SECTION 6. OTHER TERMS AND CONDITIONS OF EMPLOYEMENT

Employer, in consultation with the Employee, may modify or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law.

SECTION 7. NOTICES

Notice pursuant to this Agreement shall be given by United States Mail postage prepaid, addressed as follows, or via hand delivery to the persons listed below:

- (1) Employer: Kenton County Judge/Executive, 1840 Simon Kenton Way, Suite 5200, Covington, Kentucky 41011
- (2) Employee: Stephen Benner

SECTION 8. ASSIGNMENT

The rights and obligations of Employer under this Agreement are personal and shall be binding upon any and all or equivalent authority of the Kenton County Fiscal Court but Employee shall have no right to assign, encumber, or sub contract this agreement or her duties and benefits accruing to her by virtue of this agreement.

SECTION 9. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement of the parties. No oral agreement or arrangement not put in writing shall have any force and effect. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

SECTION 10. GOVERNING LAW

This Agreement and all disputes relating to the performance or interpretation of any term of this Agreement shall be construed under and governed by the laws of Kentucky applicable to Agreements to be performed entirely with that jurisdiction, without giving effect to any principles thereof concerning conflicts of laws. All parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

This the ____ day of _____, 2023.

Employee

Joe Shriver, Deputy Judge/Executive
Kenton County Fiscal Court