

SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of the ____ day of _____, 2019 by and between the Henderson County Board of Education ("School") and the City of Henderson, Kentucky ("the City").

WITNESSETH:

WHEREAS, as part of HB 330 and as particularly codified in KRS 158.4414, the 2019 General Assembly authorized the provision of school resource officer ("SRO") services by means of an MOU to be entered into by local school districts with appropriate law enforcement agencies; and

WHEREAS, the School is a body politic and corporate pursuant to KRS 160.160, with legal authority to enter into contracts; and

WHEREAS, the City is created by Kentucky statute as a corporate entity with capacity to contract and be contracted with, pursuant to KRS Chapters 81 and 83; and

WHEREAS, the City possesses authority over the Henderson Police Department, which has been created as a department and agency of City government by ordinance; and

WHEREAS, it is the intent and desire of the City and School to provide for the services of an SRO, as set forth herein and as authorized pursuant to KRS 158.4414 and KRS 65.210, et. seq.;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the School and City as follows:

ARTICLE I. Overview

The purpose of this MOU is to provide for the safety and security of children attending the school. It is the intent and provision of this MOU to provide for the services of an SRO with such services to be rendered during the times that regular school is in session, at such School sites as more fully described in Article II(B)(1) below, for a two-year term commencing on _____ and expiring on _____. Either party may, at its option, terminate this Agreement by providing written notice to the other, (1) not later than June 1 for the following school year, or (2) by providing

at least thirty (30) days' advance notice of intent to terminate. Any such notice shall be furnished as provided in Article VIII herein below.

ARTICLE II. Rights and Duties of the City

The City shall provide an SRO and SRO services as follows:

(A) Training

The SRO shall be a sworn law enforcement officer employed by the City of Henderson. Prior to the assignment of a person to serve as SRO, the City shall certify in writing to the school that the person is eligible to meet the training requirements established in KRS 158.4414 and that the City of Henderson is enrolling the person in such training.

Upon assignment, the SRO will be provided with copies of the Henderson County Schools' disciplinary policies and procedures and the Code of Conduct for the school which he/she is assigned. The SRO shall become familiar with the policies and procedures and school disciplinary codes and shall meet at least annually with the Superintendent or her designee and the principal of the SRO's assigned school for the purpose of reviewing applicable disciplinary standards.

(B) Assignment of School Resource Officer

(1) The City shall assign one regularly employed police officer or retired police officers to serve as SRO, who shall serve the following schools, Henderson County High School and Central Learning Academy, pursuant to a schedule to be determined by the Police Department as requested by the principals of such schools. It is understood that if the SRO is unable to attend school the parties will discuss whether a replacement SRO will need to be provide for the period of time the SRO is absent.

(2) The SRO shall report directly to the Day Shift Lieutenant within the Henderson Police Department, who, as the SRO's supervisor, will communicate with the school administration of the School to ensure the rendition of SRO services as outlined herein.

(C) Regular-Duty Hours of School Resource Officer

The SRO shall perform a regular workweek of hours. The schedule will be agreed upon the school principal and the HPD, with lunch breaks as dictated by City policy and approved by the SRO's supervisor and School administration. It is agreed and understood that pursuant to clause (D)(7) below, the principal may request the SRO from time to time to attend meetings of parents/faculty and school functions only when necessary in a law enforcement capacity. The SRO shall assist the City of Henderson Police Department in the event of emergency situations (e.g., officer down, active shooter).

(D) Duties of School Resource Officer

(1) The SRO is a law enforcement officer of the Henderson Police Department and is not an employee or agent of the School. The SRO's duties and functions while assigned to the School District are law enforcement. Even while the SRO is participating in meetings with parents or students, or interacting with parents, students, staff, and/or visitors to the school, the SRO is functioning in his or her capacity as a law enforcement officer.

(2) The SRO may make an effort to become familiar with all community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc.

(3) Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to Henderson Police Department Policy, Kentucky Revised Statutes and other legal requirements.

(4) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as he/she deems necessary. Actions undertaken by the SRO may or may not involve arrest, and the SRO's discretion and decision-making shall be governed by and subject to the policies, procedures, and training of the Henderson Police Department, and those laws of the United States and Commonwealth of Kentucky that govern law enforcement officers and peace officers. As soon as

practicable and where legally permitted, the SRO will, notify the school administrators when a violation of the law has occurred on school grounds.

(5) The SRO shall take appropriate law enforcement action against intruders and unwanted visitors who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law.

(6) The SRO may give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

(7) The SRO may when requested, participate in and/or attend school functions or meetings in the SRO's capacity as a law enforcement officer.

(8) The SRO shall not 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 disciplinary codes or standards and the appropriate administrative action to take.

(9) The SRO may share information regarding issues or potential school violations with school administration/staff they obtain during the course of their duties.

(10) 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 shall then determine whether law enforcement action is appropriate. With respect to those activities occurring on School property or at School-sponsored functions that a principal is directed by law 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 of 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 City of Henderson Police Department, is authorized to receive and appropriately act on any of such reports and the reporting school personnel may satisfy reporting requirements by advising the SRO of activities believed to fall within the statutory directives.

(11) The School shall not request that the SRO assist in regularly assigned lunchroom duties, as hall monitors or for other monitoring duties. If a problem arises in such areas that, in the discretion of the SRO, requires law enforcement intervention, the SRO may assist the school until the problem is resolved; but nothing in this section shall prohibit the SRO from taking his or her lunch in the school cafeteria with the students.

(12) Any records generated by the SRO in the course of his/her official duties with the School including but not limited to reports, bodycam footage, notes, interviews, etc. are official records of the City of Henderson Police Department. School officials seeking any records generated by the SRO shall request such records through the custodian of records of the City of Henderson Police Department, as required of any citizen seeking such records.

ARTICLE III. Rights and Duties of the School

The School shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties. The SRO's base school and the office facilities as outlined below to be provided at each such school:

- (A) Access to an air-conditioned and properly lighted private office which shall contain a telephone which may be used for general business purposes.
- (B) A location for files and records which can be properly locked and secured.
- (C) A desk with drawers, chair, work table, filing cabinet and office supplies.

- (D) Access to a printer and computer.
- (E) Internet access.
- (F) A firearms safe that is stored in a secure and accessible location for storage of a patrol rifle.

ARTICLE IV. Financial Arrangements of the SRO Program

The financing of the SRO will be as follows for the two (2)-year term:

For the first year of the contract term, School shall pay to the City the sum of \$_____ for the first year, plus \$___ per hour worked over forty (40) hours per week (overtime) which includes the prorated expenses of training, benefits, and equipment. Such \$_____ shall be paid in two equal installments, one installment of \$_____ to be paid to the City on or before May 1, 20__, and the second installment to be paid on or before November 1, 20__. Any additional amounts owing for overtime work shall be paid by the School within thirty (30) days after the last day of the month in which the overtime was incurred. The City shall provide the School with an invoice showing any overtime hours worked by the SRO. If the SRO is a retired officer, then the amount will not include any cost for health insurance pursuant to KRS 95.022(5)(b).

For each year thereafter, the amount paid by the School shall increase annually by the City Cost of Living Adjustment and the pension contributions. Payments in each year of the term will continue to be paid in two equal installments on or before May and November.

Funding responsibilities for subsequent years beyond the initial two (2)-year term will be negotiated between the School and the City subject to the right of either to provide notice of termination of this Agreement as set forth in Article I above.

ARTICLE V. Employment Status of the SRO

The SRO shall remain an employee of the Henderson Police Department and shall not be an employee of the School. The School and the City acknowledge that the SRO shall remain responsive to the chain of command of the Henderson Police Department.

ARTICLE VI. Appointment of the SRO

(A) The City Manager shall assign and appoint an officer who is qualified to be an SRO. The School shall approve or disapprove of such officer by written notice to the City. If the School disapproves of an appointed officer, the School shall set forth the reasons for such disapproval in the notice to the City.

(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 police officer. It is preferred that the officer have a minimum of three (3) years of law enforcement experience, but not required.

(3) Applicants must have training as outlined in Article II(A), above.

(C) Among additional criteria for consideration of the SRO are job knowledge, experience, training, education, appearance, attitude and communication skills.

ARTICLE VII. Dismissal of SRO and Replacement of Officer

(A) In the event a principal of a school to which the SRO is assigned feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent or designee that the SRO assignment be reviewed in the program at the school and shall state the reasons therefore in writing. Within five (5) working days of receiving the recommendation from the principal, the superintendent or his/her designee shall advise the Mayor or his/her designee of the principal's request. If the Mayor so desires, the Superintendent and Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within the five (5) working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief of Police, the SRO shall be removed from the program at the school, and the Henderson Police Department shall make every effort to identify a replacement following the process set out in Article VI.

(B) The Board of Commissioners of the City of Henderson, City Manager, or Chief of Police may dismiss or reassign an SRO based upon Police Department Roles, Regulations and/or General Orders, as well as City Personnel Policies.

(C) In the event of the resignation, dismissal or reassignment of an SRO, the Mayor shall make every reasonable effort to identify a replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation or reassignment. Provided, however, that any such replacement shall have the required training and qualifications as outlined in Article II(A) and Article VI(B), above, and as manpower allows.

ARTICLE VIII. Notices

Any and 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:

Marganna Stanley, Superintendent
Henderson County Schools
1805 Second Street
Henderson, Kentucky 42420

Steve Austin, Mayor
City of Henderson
Henderson, Kentucky 42420

ARTICLE IX. Good Faith

The School, the City manager and their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City Manager or their designees.

ARTICLE X. Modification

This document constitutes the full understanding of the parties. No terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XI. Non-assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the School and City Manager is obtained.

ARTICLE XII. Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XIII. 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.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

HENDERSON COUNTY BOARD
OF EDUCATION

CITY OF HENDERSON

By: _____
Superintendent

By: _____
Mayor

ATTEST:

ATTEST:

By: _____

By: _____