



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

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Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

9/27/18

AGENDA ITEM (ACTION ITEM):

Consider/Approve: the School Resource Officer Coverage for RC Hinsdale Elementary School during the 2018-2019 School Year.

APPLICABLE BOARD POLICY:

09.4361 Students

HISTORY/BACKGROUND:

District Staff have been collaborating with the City of Edgewood to negotiate a School Resource Officer agreement for coverage at RC Hinsdale Elementary School. The Board approved armed security coverage on August 6, 2018, through the Security Solutions of America until such a time that the City of Edgewood could hire a sworn law officer to fill the preferred School Resource Officer position.

FISCAL/BUDGETARY IMPACT:

The District cost for the Inter-local Agreement is \$30,000.00. This cost was budgeted and included with the 2018-2019 Tentative Budget approved on May 29, 2018.

RECOMMENDATION:

It is recommended that the Board approve the proposed Inter-Local Agreement between the City of Edgewood and the Kenton County School District for School Resource Officer Coverage for the 2018-2019 School Year for RC Hinsdale in the amount of \$30,000.00.

CONTACT PERSON:

Teal Nally and Rob Haney

Principal

Rob Haney

District Administrator

[Signature]

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jessica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

**INTER-LOCAL AGREEMENT BETWEEN THE CITY OF EDGEWOOD AND
THE KENTON COUNTY SCHOOL DISTRICT, REGARDING A SCHOOL
RESOURCE OFFICER FOR R. C. HINSDALE SCHOOL**

This Agreement is pursuant to the authority of the Inter-Local Cooperation Act (K.R.S. 65.210 to 65.300) and K.R.S. 65.760(2); and it is by and between:

1. The City of Edgewood, a city of the fourth class, in Kenton County, Kentucky; and

2. The Kenton County School District, which shall hereinafter be identified and referred to as "Kenton"

WHEREAS, R. C. Hinsdale Elementary (Hinsdale) is owned and operated by the Kenton County School District (Kenton); and

WHEREAS, Hinsdale is physically located in Edgewood; and

WHEREAS, the legislative and executive authorities of Edgewood and the Kenton County School District have concluded that the presence of a police officer at Hinsdale, with the responsibilities and duties described herein, and the title of School Resource Officer, during the times that school is in session and/or there are extra-curricular activities at the schools, would be beneficial to the health, safety and welfare of the student populations of the school, as well as that of their parents, custodians and guardians;

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants herein, Edgewood and Kenton, hereby agree as follows:

Section 1.0 Mission Statement

The mission of the Hinsdale School Resource Officer (SRO) Program is to develop a partnership between the City of Edgewood, the Kenton County School District, and the community. This effort focuses on the prevention of crime, delinquency, and creating a positive image of police in the minds of the youth in our society.

Section 2.0 Desired Objectives

The desired objectives of the Hinsdale School Resource Officer (SRO) Program are to:

2.1 Promote the design and implementation of educational programs and activities that will increase the knowledge of and the respect of students for the law and the function of law enforcement agencies;

2.2 Encourage the Hinsdale SRO to attend extra-curricular activities that are conducted at or by Hinsdale, and are approved by the Edgewood Police Chief or his/her designee, whenever possible;

2.3 Have the Hinsdale SRO act swiftly and cooperatively in response to any and all major disruptions or flagrant criminal offenses at Hinsdale, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;

2.4 Have the Hinsdale SRO report serious crimes that occur on or around the Hinsdale campus; and to cooperate with other law enforcement officials in their investigation of crimes that occur within or around the campus, or outside of that area; and

2.5 Encourage the Hinsdale SRO to provide motor vehicle and pedestrian traffic control and crossing assistance at Hinsdale whenever the regular traffic control devices are non-functional, and whenever it is necessary for the safety and protection of the faculty, staff, students and their parents and the general public at the schools.

Section 3.0 Time Period of Agreement

The initial period of time during which this agreement shall be effective shall be the fiscal year of Edgewood ending on June 30, 2019; during which time this agreement may not be unilaterally terminated by either Edgewood or Kenton; and it may only be terminated by the mutual written agreement of Edgewood and Kenton. Thereafter, this agreement shall continue in effect until it is terminated by either the mutual written agreement of Edgewood and Kenton, or the unilateral termination of it by either Edgewood or Kenton, through a written notice of that termination that is: (a) provided to the other no later than the last day of May; and (b) is effective at midnight on last day of the following month of June.

Section 4.0 Edgewood Services

While this agreement is effective, Kenton shall allow and Edgewood shall provide and pay for the presence of a police officer at Hinsdale, who shall hereinafter be identified and referred to as the Hinsdale SRO, with the qualifications, responsibilities and duties described herein, and the title of School Resource Officer, during the period of time beginning with and including the first day of the published Kenton school calendar and ending with and including the last day of the published Kenton school calendar for that school year, during the hours while school is in session and also when there are extra curricular activities sanctioned by Kenton and provided either at Hinsdale or elsewhere, but only when those extra curricular activities approved by the Edgewood Police Chief or his/her designee; provided, however, that: (a) the police officer provided shall be the same police officer throughout the school year, unless otherwise authorized by Edgewood and Kenton; and (b) the number of days worked and the number of hours worked by that police officer in any fiscal year shall not exceed 190 and 1520, respectively. Additionally, Edgewood shall pay the costs and expenses of: (a) outfitting the SRO; and (b) providing him or her with a marked Edgewood Police cruiser and the fuel and maintenance for it; and (c) all overtime of the SRO; and (d) continuing training for the SRO to maintain certification pursuant to K.R.S. 15.580 – 15.404; and (e) all taxes in regard to the employment of the SRO, such as unemployment and Medicare taxes; and (f) all required contributions to the County Employees Retirement System in regard to the employment of the SRO; and (g) all premiums and other expenses for the inclusion of the SRO within the Edgewood liability and workers compensation policies.

Section 5.0 Compensation

5.1 Initial Period of Agreement

As compensation for the Edgewood services provided pursuant to the provisions of the immediately preceding Section 4.0 and all other provisions of this Inter-local Agreement, during the initial period of it, Kenton shall pay the annual total amount of \$30,000.00 to Edgewood, and no more, during that initial period, in equal monthly, quarterly, semi-annual or annual payments, at the discretion of Edgewood, upon receipt of an invoice from Edgewood for each of those periodic payments.

Section 6.0 Hinsdale SRO Qualifications

The Hinsdale SRO shall be continuously certified pursuant to K.R.S. 15.380 to 15.404; and a veteran police officer:

6.1 With knowledge and experience in both (a) the arrest and search of person; and (b) the search and seizure of property, and the law in regard to both of them ; and

6.2 Who has proven that he or she can act professionally; and

6.3 Who is self-motivated without any need for any more than a little supervision.

Section 7.0 Hinsdale SRO Duties

7.1 Description of Duties

7.1.1 General Introduction

In addition to the functions of a certified police officer, the Hinsdale SRO program is designed to establish a good rapport between the Hinsdale SRO and the students at Hinsdale. The Hinsdale SRO will actively participate in school functions, including instruction in the classroom and other school activities. The Hinsdale SRO will also enter classrooms upon request to speak on a variety of law-related topics. By being available to the students at all levels of instruction, the Hinsdale SRO no longer is just a “cop”, but a teacher, counselor, coach, and most importantly, a friend. The Hinsdale SRO shall also be available for counseling, advice, and when appropriate, referral to special agencies. The everyday contact with the Hinsdale SRO, who not only believes in the law, but also enforces it, helps to make students comfortable with good citizenship, and provides an early positive contact with law enforcement. Getting involved with student activities can offer students the opportunity to interact with the Hinsdale SRO outside of the classroom. The Hinsdale SRO knows that the principles of justice and law taught in the classroom must be applied to everyday life if they are to work. Teaching students to understand and respect the law is much more than reading an assignment from a textbook. It’s becoming involved in good citizenship.

7.1.2 Specific Duties

The following is a general non-exclusive description of the duties and responsibilities of the Hinsdale SRO, including the essential functions. They shall not be construed as an exhaustive statement of the duties, requirements or responsibilities of the Hinsdale SRO.

7.1.2.1 Investigating any violation of law or Kenton rules and regulations that occurs within or around Hinsdale or at or around any school sanctioned function, or in which there is any involvement of any Hinsdale students. There is a real advantage for the SRO who knows the students, as well as the areas around the schools. An SRO who is aware of the possible participants often more easily and quickly clears juvenile crimes such as vandalism, burglary, and assaults. Parents, as well as students, are more apt to call upon the Hinsdale SRO for help when they know and trust him or her.

The importance of the interaction of the Hinsdale SRO with the schools' faculty, staff, and administration is understood. For that reason, discretion will be applied as to utmost appropriate means of dealing with certain acts, i.e. whether to pursue criminal prosecution, school discipline, or a combination.

7.1.2.2 Preventing juvenile delinquencies through close contact with faculty, staff, administration, students and parents.

7.1.2.3 Establishing and maintaining a liaison relationship with the principals, faculty, staff, administration, students, parents and other security personnel and officers patrolling the Hinsdale campus, and with social agencies that provide services that may be needed by students and parents.

7.1.2.4 Monitoring the school's parking lots immediately before, during and immediately after regular school.

7.1.2.5 Informing the students of their rights and responsibilities as lawful citizens.

7.1.2.6 Acting as a liaison resource to the principal, faculty, staff and administration in the investigation of criminal law violations occurring within Hinsdale or the property thereof.

7.1.2.7 Assisting the Hinsdale faculty, staff and administration in the design and implementation of criminal justice programs.

7.1.2.8 Designing and implementing educational crime prevention programs to reduce the opportunity for crimes against persons and property at Hinsdale.

7.1.2.9 Participating in associations and organizations of Hinsdale parents and teachers, as requested.

7.1.2.10 Participating, at the discretion of the SRO, in campus activities and student organizations, when invited; but only with the approval of the Edgewood Police Chief or his/her designee.

7.1.2.11 Improving the image of the uniformed law enforcement officer in the eyes of the Hinsdale students and the community.

7.1.2.12 Protecting the lives, persons and property of the Hinsdale faculty, staff and administration, and the students and their parents, while they are at the schools.

7.1.2.13 Enforcing federal, state and local laws, ordinances, and regulations at Hinsdale.

7.1.2.14 Assisting the Hinsdale faculty, staff and administration with the enforcement of Kenton policies, procedures and regulations regarding the conduct of students.

7.1.2.15 Walking the Hinsdale hallways throughout day, checking bathrooms, locker rooms, etc.

7.1.2.16 Monitoring the Hinsdale cafeteria during lunch time.

7.1.2.17 Assisting with the removal of student(s) from class, and escorting them out of the Hinsdale buildings and off of the campus, when requested by faculty or staff.

7.1.2.18 Attending meetings of other School Resource Officers.

7.1.2.19 Assisting Hinsdale students with school projects.

7.1.2.20 Assisting the principals, faculty, and administration with the discipline of Hinsdale students. The SRO shall not act as a school disciplinarian, as disciplining students is a faculty responsibility. It is agreed and understood that the principals, faculty, staff and administration shall be responsible for investigating and determining, in their discretion, whether a student has violated school or Kenton rules and regulations, and the appropriate administrative action. However, this shall not be construed to prevent the Hinsdale SRO from sharing information with the principals, faculty, and administration, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment by the Hinsdale principal, the Hinsdale SRO will be provided with copies of the school and Kenton disciplinary policies, rules and regulations. The Hinsdale SRO shall become familiar with Kenton and school disciplinary policies, rules and regulations; and will meet at least annually with the Kenton superintendent and the principal for the purpose of reviewing applicable disciplinary standards.

7.2 Location of Hinsdale SRO Performance of Duties

Except for occasional circumstances of an unusual or emergency nature or when otherwise directed by the Edgewood Police Chief or his/her designee, the locations of the performance of the duties of the Hinsdale SRO shall be limited to:

7.2.1 The offices of Edgewood; and

7.2.2 The campus of Hinsdale, and the general areas surrounding it; and

7.2.3 The off-campus locations of activities sanctioned by Hinsdale, and the general areas surrounding them; and

7.2.4 The residences of Hinsdale students; and

7.2.5 The offices of Kenton; and

7.2.6 The Kenton Circuit and District Courts; and the offices of those involved in any prosecution of Hinsdale students or crimes that occur within or around the Hinsdale campuses.

8.0 Hinsdale SRO Supervision

The Hinsdale SRO shall be subject to the direct administration, supervision and control of the Chief of the Edgewood Police Department or his/her designee, who shall supervise the daily activities of the Hinsdale SRO. Kenton shall not exercise any authority over the Hinsdale SRO; and any and all complaints about the performance or non-performance of the duties of the Hinsdale SRO by Kenton shall be directed only to the Police Chief, City Administrator or Mayor of Edgewood.

9.0 Insurance and Indemnification

Although Edgewood shall cause the SRO to be insured against any and all legal liability for acts and omissions as the SRO, the same as other Edgewood employees; Edgewood shall not indemnify or hold Kenton harmless from any such legal liability.

10.0 Reports

Edgewood shall require the Hinsdale SRO to complete accurate and detailed reports of the activities of the Hinsdale SRO; and then compile them into a monthly report demonstrating the need and uses of the Hinsdale SRO, which shall be distributed to Kenton within 20 days after the end of each month that the SRO performs any SRO activities, along with copies of all required financial reports regarding the SRO, for which Edgewood shall also be responsible.

11.0 Standard Contract Provisions

11.1 Governing Law

This Agreement shall be interpreted, construed and enforced according to the laws of Kentucky.

11.2 Assignment

This Agreement may not be assigned by either Edgewood or Kenton without the written consent of the other.

11.3 Amendment

This Agreement may not be amended by any means other than a written agreement signed by Edgewood and Kenton.

11.4 Entire Agreement

This Agreement constitutes the entire agreement and understanding between Edgewood and Kenton in regard to the subject matter thereof; and it supersedes

all prior negotiations, representations, understandings and agreements between them, written or oral, all of which are no longer effective.

11.5 Captions and Headings

The captions and headings of the paragraphs and sub-paragraphs of this Agreement have been inserted for convenience of reference only, and shall in no way affect the interpretation of any of the terms and provisions of this Agreement.

11.6 Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

11.7 Third Party Beneficiaries Excluded

This Agreement is only for the benefit of Edgewood and Kenton; and the enforcement of it is limited to them. No provision of this Agreement shall be interpreted or construed to provide any benefit or right to anybody else, directly, indirectly or otherwise.

11.8 Force Majeure

Edgewood shall have no responsibility or liability pursuant to the provisions of this Agreement for delay or default caused by war, riot, fire, natural occurrences, or other causes beyond the reasonable control of Edgewood; but, upon the cessation of such cause, Edgewood shall diligently pursue the performance of those provisions delayed or precluded by such cause.

11.8 Ambiguities

There shall be no judicial construction or interpretation of this Agreement to effect any interpretation of the provisions of this Agreement against the party who had that provision prepared.

11.8 Waiver

No consent to or waiver by either Edgewood or Kenton of any breach or default of any provision of this Agreement by any other other, whether express or implied, shall constitute or be interpreted as a consent to, waiver of or excuse for any other subsequent breach or default of the same or any other provision of this Agreement.

11.9 Severability

In the event that any one or more of the provisions of this Agreement, or any part of a provision shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and such provision or part of a provision shall be reformed so that it would be legal, valid and enforceable or this Agreement shall be reformed, interpreted and construed as if such provision or part of a provision had never been included in this Agreement.

9.0 Cooperation

The city of Edgewood and the Kenton County School District are committed to cooperating and working together to form and implement this educational / law enforcement partnership.

IN WITNESS WHEREOF, this Agreement has been signed by **JOHN D. LINK**, as Mayor of the City of Edgewood, on the date beneath his name and title, pursuant to the authority of ordinances the Edgewood City Council; and by **Dr. Henry Webb**, as the Superintendant of the Kenton County School District, pursuant to a Resolution of the Kenton County Board of Education, on the date indicated beneath his name and title.

John D. Link
Mayor, City of Edgewood
Date: _____

Dr. Henry Webb
Superintendent, Kenton County
School District
Date: _____