

SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING

This is a memorandum of understanding (“MOU”) between the Covington Independent School District (“School District”), and the Kenton County Sheriff (“the Sheriff”). The Sheriff 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 Sheriff to allow law enforcement services by law enforcement officers in and around its schools and it is the intention of the Sheriff 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 1 August 2021.

W I T N E S S E T H:

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

WHEREAS, the School District and the Sheriff have agreed to enter into a contract whereby the Sheriff will provide two of its deputy sheriffs, **when they become available**, to serve as School Resource Officers (“SRO”) within the Covington Independent School District.

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

I. Term and Scope of Agreement.

The Sheriff will provide up to two SRO's, **when they become available**, to the Covington Independent School District effective August 1, 2021 through June 30, 2022. The scope of the Agreement contemplates that the SROs shall work in or for the School District through the entire school year, which consists of 180 days, 8 hours per day. Of that 180 days, 5 days shall be devoted to DOCJT training. This Agreement shall expire June 30, 2022, unless otherwise extended, in writing, by agreement of the parties. The Sheriff makes no representations or warranties as to the availability of SROs during the Agreement.

II. Rights and duties of The Sheriff.

The Sheriff shall provide SROs, **when they become available**, as follows:

A. Training

1. Each SRO shall be a sworn peace officer, with training as required by KRS 158.4414(5) and holding a school resource officer certification or obtaining the certification within the time specified under KRS 158.4414(5). Any replacement SRO under this Agreement shall also have training as contemplated by KRS 158.4414. The cost of such training shall be paid by the School District

2. Each SRO shall receive forty hours of annual in-service training certified and recognized by the Kentucky Law Enforcement Council for school resource officers with the cost of such training paid for by the School District.

B. Assignment of School Resource Officers.

3. The Sheriff, when they become available, shall assign two SROs to work with the School District, pursuant to a mutually agreed schedule. If a trained SRO is not available or becomes unavailable for any reason under this Agreement (e.g. sickness, workers compensation, military leave, Family medical leave, disability, retirement), the Sheriff cannot guarantee a replacement. The School District, if available, may utilize a replacement on a temporary or permanent basis. If a replacement subjects the Sheriff 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 Sheriff is unable to provide a replacement, and the costs to the Sheriff under this Agreement are less than the budget specified in Section III, the Sheriff 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 by the School District which calls by the School District shall only be made in accordance with 2.C.8 below. One SRO shall be assigned to the Holmes High School campus. In the event that a second SRO becomes available at any time throughout this contract, he/she shall be assigned to Holmes Middle School and to TLC on an as needed basis.

5. Administration - The SRO shall report directly to the SRO Coordinator. The SRO Coordinator shall be designated by the superintendent of the School District as contemplated by KRS 158.4412. The SRO Coordinator shall complete the school safety coordinator training program developed by the Center for School Safety within six months of his or her date of appointment. The SRO Coordinator shall be responsible for performing the functions specified by KRS 158.4412.

C. Duties of School Resource Officer.

1. The SRO is a law enforcement officer of the Sheriff's Office 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 in a 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 Sheriff's Office, 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 Sheriff's Office, 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. 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 In-School Suspension (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 13).
- 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.

9. As soon as practical, the SRO shall make the principal of the school aware of law enforcement action taken on the school premises. 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. The SRO may request additional police assistance on campus.

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

11. 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.

12. 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.

13. 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, within 1000 feet of the school, a school bus, a school sponsored functions, which a principal is directed to promptly 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 Sheriff, is authorized to receive and appropriately report to the Sheriff 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 Sheriff's Office for all appropriate action on the reported matter.

14. School administrators shall not interrogate students as to possible criminal conduct on behalf of or as agents of the SROs or the Sheriff's Office. 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.

15. 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 Sheriff's Office 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 take precedent over the School District's policies.

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

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

18. 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 Sheriff 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 Sheriff the sum of \$32.00 per hour per deputy for each 8 hour day worked by the deputies during the 180 day school year, for a total not to exceed one hundred and ten thousand (\$110,000.00) in order to offset the cost of salary, FICA, equipment, uniform, and training of the SROs.

B. Payments shall be made by the School District to The Sheriff on a quarterly basis in the amount of twenty seven thousand five hundred (\$27,500.00). The Sheriff 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 Sheriff the costs of attendance, including mileage, per diem(s), and lodging for each SRO to attend Any training required by law or regulation.

IV. Employment status of the School Resource Officer.

The SRO shall remain an employee of the Sheriff 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 Sheriff, including, but not limited to, health insurance; workers compensation; retirement benefits; liability insurance; and unemployment insurance. The School District and the Sheriff acknowledge that the SRO shall remain responsive to the chain of command of the Sheriff's Office, and to the policies and procedures thereof.

V. Appointment of School Resource Officer.

A. The Sheriff 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 training as required by KRS 158.4414 and holding a school resource officer certification, and is otherwise qualified to function as a SRO.

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 Sheriff's Office SRO Coordinator and the Superintendent (and/or his Designee) to seek removal of an assigned SRO.

B. The Sheriff of may in his sole discretion; subject to applicable Chapter 15 of Kentucky Revised Statue, may 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
Covington Independent Public School District
25 East 7th Street
Covington, KY. 41011

Kenton County Sheriff's Office
C/o Kenton County Sheriff
1840 Simon Kenton Way, Suite 1200
Covington, KY 41011

IX. Insurance.

The Sheriff shall provide comprehensive, general liability insurance coverage for the SRO, consistent with the policies maintained by the Sheriff in the same manner for other officers of the Sheriff's Office.

The School District shall provide comprehensive, general liability insurance coverage for its employees consistent with its policies maintained by the School District.

X. Choice of Law; Venue.

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

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, each of which, for all purposes, is deemed to be an original.

COVINGTON INDEPENDENT BOARD OF EDUCATION:

CHAIRPERSON

DATE

ATTEST:

SECRETARY, BOARD OF EDUCATION

KENTON COUNTY SHERIFF:

CHUCK KORZENBORN, SHERIFF

DATE