



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

**THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

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Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

11/02/18

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve:** the School Resource Officer Coverage for Scott High School and Woodland Middle School for the 2018-2019 School Year.

**APPLICABLE BOARD POLICY:**

09.4361 Students

**HISTORY/BACKGROUND:**

The City of Taylor Mill and District Staff been collaborating to negotiate an agreement for Security Resource Officer (SRO) coverage for the 2018-2019 school year.

**FISCAL/BUDGETARY IMPACT:**

The District cost for the School Resource Officer Agreement is \$47,500.00. 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 School Resource Officer Coverage for the 2018-2019 School Year in the amount of \$47,500.00.

**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.*"

## **SCHOOL RESOURCE OFFICER AGREEMENT**

This Agreement is pursuant to the authority of KRS 158.441; and it is by and between:

1. The City of Taylor Mill (City), a home rule class city in Kenton County, Kentucky; and
2. The Kenton County School District (District).

**WHEREAS**, Scott High School (Scott) and Woodland Middle School (Woodland) are owned and operated by the District; and

**WHEREAS**, the Scott and Woodland campuses are physically located in the City; and

**WHEREAS**, it is the intent and desire of the City and the District to provide for the services of a School Resource Officer (SRO) at Scott and Woodland as set forth herein and as authorized pursuant to KRS 158.441;

**NOW, THEREFORE**, in consideration of the mutual and reciprocal covenants herein, the City and the District hereby agree as follows:

### **Section 1.0 Mission Statement**

The mission of the Scott High School and Woodland Middle School Resource Officer (SRO) Programs are to develop a partnership between the District, the community, and the City. 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 Scott High School and Woodland Middle School Resource Officer (SRO) Programs are to:

- 2.1 Promote the design and implementation educational programs and activities that will increase the knowledge of and the respect of

Scott and Woodland students for the law and the function of law enforcement agencies; and

**2.2** Encourage the SRO to attend extra-curricular activities conducted at the school to which they have been assigned, whenever possible; and

**2.3** Have the SRO act swiftly and cooperatively in response to any and all criminal offenses at the school to which they have been assigned, including, without limitation, disorderly conduct, the possession of weapons, the illegal distribution of alcoholic beverages and controlled substances, and riots; and

**2.4** Have the SRO report crimes that occur on or around the campus of the school to which they have been assigned; and to cooperate with other law enforcement officials in their investigation of crimes that occur within or around that school.; and

**2.5** Encourage the SRO to provide motor vehicle and pedestrian traffic control and crossing assistance at the school to which they have been assigned, 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 that school.

### **Section 3.0 Effective Periods of Agreement**

**3.1** The initial period of time during which this agreement shall be effective shall be from the date this Agreement has been signed on behalf of both the City and the District until the end of the 2018-2019 School Year of the District, unless this Agreement has been terminated pursuant to the provisions of Section 11.0 of this Agreement.

**3.2** Unless this Agreement has been terminated pursuant to the provisions of Section 11.0 of this Agreement, this Agreement shall automatically renew and continue in effect each subsequent year during the period of time beginning with and including the first day of school according to the published

school calendar for the school to which the SRO has been assigned and ending with and including the last day of school according to the published school calendar for that school.

#### **Section 4.0 Rights and Duties of the City**

##### **4.1 Assignment of School Resource Officer**

While this agreement is effective, the District shall allow and the City shall provide and pay for the presence of a police officer at both Scott and Woodland, who shall hereinafter be identified and referred to as the Scott SRO and the Woodland SRO, with the qualifications, responsibilities and duties described herein, and the title of School Resource Officer, pursuant to a schedule to be determined in conjunction with the Principal of Scott and the Principal of Woodland, the Superintendent of the District, the City Commission, the City Administrator and the Chief of Police of the City; provided, however, that: (a) the SRO shall have eight (8) days of paid personal discretionary leave time for use during the school year; and (b) the number of hours worked by that police officer in any week shall not exceed 40 hours without prior approval of the City. Additionally, the City shall pay the costs and expenses of: (a) outfitting each SRO; and (b) providing him or her with a marked Taylor Mill Police cruiser and the fuel and maintenance for it; and (c) continuing training for each SRO to maintain certification pursuant to K.R.S. 15.580 – 15.404.

##### **4.2 Training of SRO**

Each SRO shall be a sworn law enforcement officer continuously certified pursuant to KRS 15.380 to 15.404 with specialized training to work with youth at a school site, as required by within the meaning of KRS 158.441(2).

##### **4.3 Insurance and Indemnification**

The City shall cause each SRO to be insured against any and all legal liability for acts and omissions as the SRO, the same as other City employees.

## **Section 5.0 Duties of SRO**

### **5.1 Description of Duties**

#### **5.1.1 General Introduction**

In addition to the functions of a certified police officer, the SRO programs are designed to establish a good rapport between the SRO and the students at Scott and Woodland. Each SRO will actively participate in school functions, including instruction in the classroom and other school activities. Each 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 SRO no longer is just a "cop", but a teacher, counselor, coach, and most importantly, a friend. Each SRO shall also be available for counseling, advice, and when appropriate, referral to special agencies. The everyday contact with the SRO, who not only believes in the law, but also enforces it, helps to make students comfortable with good citizenship, and it provides an early positive contact with law enforcement. Getting involved with student activities can offer students the opportunity to interact with the SRO outside of the classroom. The 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.

#### **5.1.2 Specific Duties**

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

5.1.2.1 Each SRO shall work in conjunction with the Principal, faculty and staff of the schools to which they have been assigned to assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training; teens, crime and community; conflict

resolution; and other classes as permitted by the scheduling and as determined to be appropriate by the Principal, faculty and staff. It is agreed and understood that the SRO will perform instructional services on a "guest lecturer" basis consistent with regulations promulgated by the Kentucky Board of Education and the Education Professional standards Board and shall do so in conjunction with and under the direction of appropriately certified teaching personnel, or shall provide such services on a co-curricular or extra-curricular basis as scheduling permits; provided, however, that such services are subject to the approval of the City; and that the City shall be reimbursed at least monthly for the expenses of all overtime involved therein..

5.1.2.2 Each SRO shall coordinate the instructional activities thereof with the Principal, faculty and staff of the school to which they have been assigned so as to allow for the orderly educational process within the that school.

5.1.2.3 Each SRO shall develop expertise in presenting various subjects to the students of the school to which they have been assigned. Such subjects shall include a basic understanding of the laws and of the students' rights and responsibilities as lawful citizens, the role of the police officer and the police mission.

5.1.2.4 Each SRO shall encourage individual and small group discussions with the students of the school to which they have been assigned based upon material presented in class to further establish rapport with those students.

5.1.2.5 Each SRO shall strive to prevent juvenile delinquencies through close contact with the Principal, faculty and staff of the respective school to which they have been assigned and the students and parents thereof. Each SRO shall be available for conferences with students, parents and faculty members of the school to which they have been assigned in order to assist them with problems of law enforcement or of a crime prevention nature.

5.1.2.6 Each SRO shall become familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers and other social service agencies.

5.1.2.7 Each SRO shall assist the Principal, faculty, and staff of the school to which they have been assigned in developing plans and strategies to prevent and/or minimize dangerous situations which may result in student unrest, and in the design and implementation of educational and crime prevention programs to reduce the opportunity for crimes against persons and property at that school.

5.1.2.8 Each SRO shall assist the Principal, faculty and staff of the school to which they have been assigned in the design and implementation of criminal justice programs.

5.1.2.9 When requested by the Principal of the school to which they have been assigned, each SRO shall attend parent/faculty meetings to solicit support and understanding of the SRO program.

5.1.2.10 Each SRO shall, whenever possible, participate in and attend campus activities and school functions at the school to which they have been assigned, when invited; but only with the approval of the City Police Chief or his designee.

5.1.2.11 Each SRO may, in the discretion thereof as a sworn police officer, take law enforcement action as required, including but not limited to investigating any violation of law that occurs within or around the school to which they have been assigned, or at or around any school sanctioned function thereof, or in which any student thereof is involved. There is a real advantage for the SRO who knows the students of the school to which they have been assigned, as well as the areas around that school. An SRO who is aware of the possible participants often more easily and quickly clears juvenile crimes such as vandalism, burglary, and assaults. Parents and students are more apt to call upon their respective SRO for help when they know and trust the SRO. In the event of any law enforcement action by an SRO, a written report of that action shall be provided to the Principal of the school to which they have been

assigned as soon as practical. Each SRO shall, take appropriate law enforcement action against intruders and unwanted guests who may appear at the school to which they have been assigned and related school functions, to the extent that the SRO may do so under the authority of law.

5.1.2.12 Each SRO shall provide assistance to other law enforcement officers in matters regarding the school to which they have been assigned, whenever necessary or appropriate

5.1.2.13 Each SRO may be assigned to investigations relating to runaways, thefts, or any crime relating to the students attending the school to which they have been assigned.

5.1.2.14 The Principal, faculty and 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. The importance of the interaction of each SRO with the Principal, faculty and staff of the school to which they have been assigned is understood. For that reason, discretion will be applied as to the utmost appropriate means of dealing with certain acts, i.e. whether to pursue criminal prosecution, school discipline or a combination thereof.

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, or damage to the property"), and with respect to 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 each SRO, as an employee of the Taylor Mill Police Department, is authorized to receive and appropriately act on any such



foregoing reports and the aforementioned school personnel may satisfy such reporting requirements by advising the SRO of activities believed to fall within the foregoing statutory directives.

5.1.2.15 It is agreed and understood that the respective Principals, faculty, staff and administration of the District shall be responsible for investigating and determining, in their discretion, whether a student or students have violated the respective school or District disciplinary codes or standards, and the appropriate administrative action for that violation. However, this shall not be construed to prevent each SRO from sharing information with the Principals, faculty, staff and administration of the respective schools to which they have been assigned that may aid in the determination of whether a disciplinary offense occurred. Each SRO shall be provided with copies of the disciplinary policies and codes of the school to which they have been assigned and those of the District.; and will meet at least annually with the District Superintendent, the Principal of the school to which they have been assigned and the City Chief of Police or the designee thereof for the purpose of reviewing applicable disciplinary standards.

5.1.2.16 Neither SRO is to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

## **5.2 Location of SRO Performance of Duties**

Except for occasional circumstances of an unusual or emergency nature, the locations of the performance of the duties of each SRO shall be limited to:

**5.2.1** The offices of the City; and

**5.2.2** The campus of the school to which they have been assigned, and the general area surrounding it; and

**5.2.3** The off-campus locations of activities sanctioned by the school to which they have been assigned and the general areas surrounding them; and

**5.2.5** The residences of the students of the school to which they have been assigned; and

**5.2.6** The offices of the District; and

**5.2.7** The Kenton Circuit and District Courts; and the offices of those involved in any prosecution of any students of the school to which they have been assigned for crimes that occur within or around the campus of that school and the off-campus locations of activities sanctioned by that school, and the general areas surrounding them.

#### **Section 6.0 Appointment of School Resource Officer**

Subject to the approval of the Superintendent of the District, the City Chief of Police shall assign the duties of an SRO at both Scott and Woodland to a full-time, certified, and sworn police officer of the City, who has a minimum of three (3) years experience in law enforcement and the training described in Section 4.2 herein.

#### **Section 7.0 Dismissal of SRO**

**7.1** In the event the Principal of the school to which an SRO has been assigned is of the opinion that the assigned SRO is not effectively performing the duties and responsibilities of an SRO described herein, that Principal shall recommend to the Superintendent of the District that the SRO assignment be reviewed and shall state the reasons therefor in writing. Within five (5) working days of receiving the recommendation from the Principal, the Superintendent shall advise the City Chief of Police of the Principal's request. In the event the Superintendent is of the opinion that the assigned SRO is not performing the duties thereof effectively, the Superintendent shall so advise the Chief. The Principal, Superintendent and Chief of Police shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, the City may require specified members of the staff of the school issuing the opinion to be present. If, within the five (5) working days referenced above, the problem cannot be resolved or mediated or in the event the mediation is not sought by the

Chief of Police, then the SRO shall be removed from the assignment as an SRO at that school and a replacement shall be assigned following the process provided in Section 6.

**7.2** Each SRO shall be subject to reassignment, discipline and termination in the same manner as any other police officer of the City. In that event, the City shall, following the process provided in Section 6, recommend a temporary or permanent replacement for the SRO position. Any temporary or permanent replacement of an SRO must have the required training and qualifications as specified in Sections 4.2 and 6.2 herein.

**7.3** Should a SRO position become vacant for a significant length of time, the Superintendent of the District shall meet with the City Administrator to review funding to determine if monetary adjustment needs to be provided to the District.

#### **Section 8.0 SRO Employment and Supervision**

Each SRO shall remain an employee of the City Police Department, and shall not be an employee of the District. The District and the City acknowledge that each SRO shall remain responsive to the chain of command for the City Police Department. Each SRO shall be subject to the direct administration, supervision and control of the City Police Chief, Sergeant and other management staff of the City Police Department, who shall supervise the daily activities of each SRO. The District shall not exercise any authority over either SRO; and any and all complaints about the performance or non-performance of the duties of each SRO by the District shall be directed only to the City Police Chief, City Administrator or Mayor of the City.

#### **Section 9.0 Rights and Duties of District**

The District shall provide the City and each SRO with the following materials and facilities at the sole cost and expense of the District, with the understanding that in addition to the SRO, other officers of the City shall have access thereto at anytime:

9.1 Access to a private office with electricity, artificial lighting and air conditioning.

9.2 A location for files and records which can be properly locked and secured.

9.3 A desk with drawers, a chair, a work table, filing cabinet, and office supplies.

9.4 A computer with access to the internet and e-mail.

## **Section 10.0 Compensation**

### **10.1 2018-2019 School Year**

As compensation for the services of the City provided pursuant to the provisions of Section 4.0 and all other provisions of this Agreement, during the 2018-2019 School Year, the District shall pay to City the sum of \$47,500.00, in equal monthly, quarterly, semi-annual or annual payments, at the discretion of City, upon receipt of an invoice from City for each of those payments.

### **10.2 Subsequent Periods of Agreement**

During every subsequent school year in which this Agreement remains effective, the compensation paid by the District to the City for the services provided pursuant to this Agreement shall be the same as that for the 2018-2019 School Year; but correspondingly increased according to any anticipated increased costs to the City in providing the services of the SRO; provided that the District shall be provided with a written notice of the amount of such increase within thirty (30) calendar days after the annual budget of the City becomes effective for the fiscal year of the City that includes that school year; but subject to the right of the District to terminate this Agreement pursuant to the provisions of the following Section 11.0.

## **Section 11.0 Termination of Agreement**

Either the City or the District may terminate this Agreement through a written notice of that termination that is provided to the other party pursuant to the provisions of Section 12.0 hereof at least 30 calendar days

before the last day of the then current school year school according to the published school calendar for that year; and includes an effective date that is sometime after the last day of the then current school year according to the published school calendar for that year.

**Section 12.0      Notice**

Any and all notices or any other communication herein required or permitted shall be deemed to have been provided when deposited in the U.S. Postal Service as regular mail, postage prepaid and addressed as follows:

District:	City:
Superintendent	Mayor
Kenton County School Board	City of Taylor Mill
1055 Eaton Drive	5225 Taylor Mill Rd.
Ft. Wright, KY 41017	Taylor Mill, KY 41015

**Section 13.0      Standard Contract Provisions**

**13.1    Governing Law**

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

**13.2    Assignment**

Neither this Agreement nor any provision thereof may be assigned by either the District or the City without the express written consent of the other.

**13.3    Amendment**

This Agreement may not be amended by any means other than a written agreement signed by both City and District.

**13.4    Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the City and the District 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.

### **13.5 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.

### **13.6 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.

### **13.7 Third Party Beneficiaries Excluded**

This Agreement is only for the benefit of City and District; 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.

### **13.8 Force Majeure**

City 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 City; but, upon the cessation of such cause, City shall diligently pursue the performance of those provisions delayed or precluded by such cause.

### **13.9 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.

### **13.10 Waiver**

No consent to or waiver by either City or District of any breach or default of any provision of this Agreement by any 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.

### **13.11 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.

### **13.12 Designees**

Any reference to the Superintendent, Mayor, Chief of Police, or City Administrator shall include any approved designee of those individuals.

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## **Section 14.0      Cooperation and Good Faith**

The District and the City, 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 Mayor. The City and the District are committed to cooperating and working together to form and implement this educational / law enforcement partnership.

**IN WITNESS WHEREOF**, the City and the District have caused duplicate originals of this Agreement to be signed by their duly authorized officers on the date indicated below their respective names and titles.

Board of Education of Kenton County

\_\_\_\_\_  
**CARL WICKLUND**, Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education

Date: \_\_\_\_\_

City of Taylor Mill, KY

\_\_\_\_\_  
**DANIEL L. BELL**, Mayor

Date: \_\_\_\_\_