



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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WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

## KCSD ISSUE PAPER

### DATE:

07/22/2019

### AGENDA ITEM (ACTION ITEM):

**Consider/Approve:** the School Resource Officer Contracts for the 2019-2020 School Year with the City of Edgewood, the City of Independence, the Kenton County Fiscal Court, the Kenton County Sheriff's Office, the City of Taylor Mill, and the City of Villa Hills.

### APPLICABLE BOARD POLICY:

09.4361 Students; 01.1 Legal Status of the Board

### HISTORY/BACKGROUND:

District Staff has been collaborating with the City of Edgewood, the City of Independence, the Fiscal Court of Kenton County, Kenton County Sheriff's Office, the City of Taylor Mill, and the City of Villa Hills to negotiate individual agreement for Security Resource Officer (SRO) coverage for the 2019-2020 school year. The negotiated rates are as follows with the Cities and Counties matching equal funds:

<u>Municipality</u>	<u>Coverage</u>	<u>Total Annual Cost</u>
City of Edgewood	Dixie HS, Turkey Foot MS, JA Caywood ES, RC Hinsdale ES	\$ 120,000.00
City of Independence	Simon Kenton HS, Kenton ES, Summit View AC, Beechgrove ES	\$ 120,000.00
Kenton County Fiscal Ct.	Twenhofel MS, Whites Tower ES, Piner ES, Ryland Heights ES	\$ 109,308.46
Kenton County Sheriff	Fort Wright ES, Taylor Mill ES	\$ 60,000.00
City of Taylor Mill	Woodland MS, Scott HS	\$ 60,000.00
City of Villa Hills	River Ridge ES	\$ 30,000.00
		<u>\$ 499,308.46</u>

### FISCAL/BUDGETARY IMPACT:

The District cost for the School Resource Officer Agreement is \$499,308.46. This cost was budgeted and included with the 2019-2020 Tentative Budget approved on May 6, 2019.

### RECOMMENDATION:

It is recommended that the Board approve the School Resource Officer Contracts for the 2019-2020 School Year with the City of Edgewood, the City of Independence, the Kenton County Fiscal Court, the Kenton County Sheriff's Office, the City of Taylor Mill, and the City of Villa Hills.

### CONTACT PERSON:

Teal Nally and Rob Haney

*Teal Nally*

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."

**AGREEMENT BETWEEN THE CITY OF EDGEWOOD, KENTUCKY, AND  
THE KENTON COUNTY BOARD OF EDUCATION REGARDING SHOOOL  
RESOURCE OFFICERS**

This Agreement is entered by and between the City of Edgewood (hereinafter the City) in the county of Kenton, in the Commonwealth of Kentucky, and the Kenton county Board of Education (hereinafter "Board") in the County of Kenton, in the Commonwealth of Kentucky.

**WITNESSETH:**

**WHEREAS**, Kentucky law permits school districts to utilize sworn law enforcement personnel on school campuses. In KRS 158.440(1), the Kentucky General Assembly declared that every student who attends school within the Commonwealth "should have access to a safe, secure, and orderly school that is conducive to learning." To fulfill this legislative mandate, local school districts are permitted to utilize School Resource Officers (SRO's). KRS 158.441(2) defines the SRO as a "sworn law enforcement officer who has specialized training to work with you at a school site" who is employed through a contract between a local law enforcement agency and a school district;

**WHEREAS**, KRS § 65.255 provides for cooperative action in the utilization of peace officers, and police department members, while in the performance of their duties under agreement while outside their own jurisdiction shall have the full power of arrest and all powers they possess in their own jurisdiction, and shall have the same immunities and privileges as if the duties were performed in their own jurisdiction;

**WHEREAS**, the Board, which manages and controls Dixie High School, Turkeyfoot Middle School, Caywood Elementary School and Hinsdale Elementary School (hereinafter the schools) has concluded that the presence of a SRO in the schools during the times that the schools are in session and/or when there are extracurricular activities at the schools, would be beneficial to the health, safety and welfare of the students in schools, as well as that of the schools' employees;

**WHEREAS**, the student population of the schools is composed of residents within the city; and county of Kenton; and

**WHEREAS**, Authorities of the City have concluded that the presence of a police officer in schools, with the responsibilities and duties described herein and with the title of School Resource Officer (hereinafter "SRO"), during the times that the schools are in session and/or when there are extracurricular activities at the schools, would be beneficial to the health, safety and welfare of their respective residents who are included in the student population, as well as that of their parents, custodians and guardians.

**Section 1.     Staffing of Schools**

1.1     The City will provide an SRO to the schools as follows:

Dixie High School – one (1) SRO at \$30,000  
Turkeyfoot Middle School – one (1) SRO at \$30,000  
Caywood Elementary School – one (1) SRO at \$30,000  
Hinsdale Elementary School – one (1) SRO at \$30,000

Total annual cost for SROs in all locations is one hundred and twenty thousand dollars (\$120,000)

1.2 Each SRO will be a sworn law enforcement officer who is trained to work with youth at a school site and who holds a Kentucky Peace Officer Professionals Standards Certification.

## **Section 2. Term of Agreement**

The initial period during which this agreement shall be effective will begin as of the last date set forth in the signature below, and shall end on June 30, 2020; during which time this agreement may not be unilaterally terminated by either the City or the Board; and it may only be terminated by the mutual written agreement of both parties. Thereafter, this agreement shall continue in effect until it is terminated by either of the mutual written agreement of both parties, through a written notice of that termination that is; (a) provided to all of the others no later than the last day of March, 2020; and (b) is effective at midnight on the last day of June of that same calendar year. Upon mutual written agreement from the City and the Board this agreement can be extended twice for a period of one year each. Each one year extension will require mutual written agreement.

## **Section 3. Services provided by SRO**

3.1 While this agreement is effective, the schools shall allow and the City shall provide and pay for the presence of SROs at the schools enumerated in Section 1, with the qualifications, responsibilities and duties described herein, during the period of time one week prior the beginning with and including the first day of the published academic school year and ending one week after with and including the last day of the published academic school year, during the hours while the schools are in session and also when there are extracurricular activities sanctioned by the schools and provided either at any of the schools within the schools, or elsewhere, but only when assigning an SRO to those extracurricular activities is approved by either the City Police Chief; provided, however, that: (a) the number of hours worked by that police officer in any fiscal year shall not exceed 1700 hours.

3.2 Additionally the City shall pay the costs and expenses of: (a) outfitting the SRO; (b) providing him or her with a marked police cruiser and the fuel and maintenance for it; (c) all overtime of the SRO; (d) continuing training for the SRO to maintain certification pursuant to KRS 15.380 – 15.404; (e) all taxes in regard to the employment of the SRO, such as unemployment and Medicare taxes; (f) all required contributions to the County Employees Retirement System in regard to the employment of the SRO; (g) all premiums and other expenses for the inclusion of the SRO within the City's liability and workers compensation policies; (h) any health insurance that is or may be provided to the SRO; and (i) any oversight and supervision of the SRO person.

3.3 The duties of the SRO are as follows:

- a. The SRO is a law enforcement officer and is not an employee, agent or independent contractor of the schools. The SRO's duties and functions while assigned to the schools 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.
- b. The SRO will assist school personnel with maintaining order in and about the schools, and rendering assistance to prevent or respond to student unrest or any other security risk both within the school and outside the school that poses a danger to the student or others, and interacting in a positive, professional manner with all students, parents, school staff, and other persons who the SRO may encounter while on assignment in the schools.
- c. The SRO will make a good faith effort to become familiar with community agencies that offer assistance to 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 schools and students.
- d. The SRO may assist the principal in developing plans and strategies to prevent and /or minimize dangerous situations.
- e. Should it become necessary to conduct law enforcement related interviews with students, the SRO shall adhere to the policies of the schools, the City, Kentucky Revised Statutes, and other legal requirements with regard to such interviews.
- f. 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. 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 City, and those laws of the Commonwealth of Kentucky that govern law enforcement officers and peace officers.
- g. As soon as practical, the SRO may make the principal of the school aware of law enforcement action taken on the school premises. At the principal's request, 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.

- h. The SRO may give assistance to law enforcement officers in matters regarding his/her school assignment, when necessary.
- i. 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 order in and about the school function or meeting, or to facilitate communications between school personnel and parents or visitors. Furthermore, the SRO shall be available to attend and give testimony at student or staff disciplinary hearing when requested.
- j. The SRO may be requested by the schools to investigate matters that may involve crimes relating to students and staff.
- k. 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 the school 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 the school administration/staff, which may aid in the determination of whether a disciplinary offense occurred, which in fact is encouraged. Upon assignment, the SRO will be provided with copies of Board disciplinary policies and codes and the discipline codes of each school. The SRO will make reasonable efforts to become familiar with the school's disciplinary codes and standards.
- l. The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile code violations and the SRO will determine whether law enforcement action is appropriate.
- m. School administrators shall not interrogate students as to possible criminal conduct on behalf of or as agents of the SROs or the City. Any SRO who in the scope of their duties with or on behalf of the schools 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. SROs are also responsible for following those Board policies applicable to SROs, including, but not limited to, Board Policies 09.436 and 09.4361, and to be aware of the policies governing safety of the schools in general.
- n. The SRO shall maintain the confidentiality of any and all student records, consistent with state and federal laws, and the Board's policies.

**Section 4.     Compensation**

As compensation for the city providing SRO services pursuant to all provision of this Agreement, the Board agrees to pay \$30,000 per SRO in each school, per school year. The City will provide two invoices; one by December 31 and the second by June 30 of each fiscal year.

#### **Section 5.     SRO Supervision; Dismissal of SRO; Replacement**

5.1     The SRO shall be subject to the direct administration, supervision, and control of their respective agencies. Neither the schools or the City shall exercise any authority over an SRO that is not employed directly by it; and all complaints about the performance or non-performance of the duties of the SRO by the schools or the City shall be directed only to the Police Chief or City Administrator of the employing agency.

5.2     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 performing in a manner not compatible with the school's culture, the principal shall make a report to the Superintendent (and/or her designee) who shall seek a mutually satisfactory resolution of the matter with the respective City that employs the SRO.

#### **Section 6.     Insurance and Indemnification**

Although the city shall cause each of their SROs to be insured against all legal liability for acts and omissions as the SRO, the same as other city employees, the City shall indemnify or hold the schools or other city harmless from any such legal liability. Likewise, the schools shall not indemnify or hold the City harmless from any such legal liability.

#### **Section 7.     Standard Contract Provisions**

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

7.2     **Assignment.** This Agreement may not be assigned be either the City or Board.

7.3     **Amendment.** This Agreement may not be amended by any means other than a written agreement signed by the appropriate City authorities, the Board, and all other funding participants.

7.4     **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the City and the Board regarding 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.

7.5     **Captions and Headings.** The captions and headings of the paragraphs and subparagraphs 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.

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

**7.7 Third Party Beneficiaries Excluded.** This Agreement is only for the benefit of the City and the Board; 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.

**7.8 Force Majeure.** Neither the City or the Board shall have any 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 the City or the Board; but, upon the cessation of such cause, the City and the Board shall diligently pursue the performance of those provisions delayed or precluded by such cause.

**7.9 Ambiguities.** These shall be no judicial construction or interpretation of this Agreement to affect any interpretation of the provisions of this Agreement against the party who had the provision prepared.

**7.10 Waiver.** No consent to or waiver by either the City or the Board 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.

**7.11 Severability.** IN the event that any one or more of the provisions of this Agreement, or any part of the 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 the Agreement; and such provision or part of a provision shall be reformed so that it would be legal, valid and enforceable or the Agreement shall be reformed, interpreted and construed as if such provision or part of a provision had never been included in the Agreement.

## **Section 8. Cooperation**


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

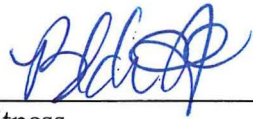


**IN WITNESS WHEREOF**, this Agreement has been signed by John D Link, as Mayor of the City of Edgewood, on the date beneath their respective names and titles, pursuant to the authority of the City of Edgewood; and by Carl Wicklund, as the Chairman of the Kenton County Board of Education, pursuant to a Resolution of the Kenton County Board of Education, on the date indicated beneath his name and title.

**IN WITNESS WHEREOF**, the parties hereby execute this Agreement.

**CITY OF EDGEWOOD**

  
\_\_\_\_\_  
By: Mayor's Name  
Date: 4/17/2019

  
\_\_\_\_\_  
Witness  
Date: 4/17/19

**KENTON COUNTY BOARD OF EDUCATION**

\_\_\_\_\_  
By: Carl Wicklund  
Date: \_\_\_\_\_

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



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF INDEPENDENCE,  
KENTUCKY, AND THE KENTON COUNTY BOARD OF EDUCATION REGARDING  
SCHOOL RESOURCE OFFICERS**

This Agreement is entered by and between the City of Independence (hereinafter Independence) in the County of Kenton, in the Commonwealth of Kentucky, and the Kenton County Board of Education (hereinafter "Board") in the county of Kenton, in the Commonwealth of Kentucky.

**WITNESSETH:**

**WHEREAS**, the Interlocal Cooperation Act, KRS § 65.210 through § 65.300, allows for agreements to foster interlocal cooperation, to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and further allows public agencies to enter into agreements with one another for joint or cooperative action so that powers, privileges, or authorities exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with other public agencies;

**WHEREAS**, KRS § 65.255 provides for cooperative action in the utilization of peace officers, and police department members, while in the performance of their duties under an interlocal agreement while outside their own jurisdiction shall have the full power of arrest and all powers they possess in their own jurisdiction, and shall have the same immunities and privileges as if the duties were performed in their own jurisdiction;

**WHEREAS**, the Board, which manages and controls Simon Kenton High School, Summit View Academy, Kenton Elementary, and Beechgrove Elementary, (hereinafter "Independence Schools") has concluded that the presence of an SRO in the Independence Schools during the times that the schools are in session and/or when there are extracurricular activities at the schools, would be beneficial to the health, safety and welfare of the students in Independence Schools, as well as that of the Independence Schools employees;

**WHEREAS**, the student population of the Independence Schools is composed of residents of the city of Independence; and the county of Kenton; and

**WHEREAS**, the legislative and executive authorities of Independence have concluded that the presence of a police officer in schools in the Independence Schools, with the responsibilities and duties described herein and with the title of School Resource Officer (hereinafter "SRO"), during the times that the schools are in session and/or when there are extracurricular activities at the schools, would be beneficial to the health, safety and welfare of their respective residents who are included in the student population of the Independence Schools, as well as that of their parents, custodians and guardians;

**NOW, THEREFORE,** in consideration of the foregoing and the mutual agreements as set forth herein below, **IT IS AGREED** that Independence, and the Board shall jointly adopt this Interlocal Agreement as follows:

**Section 1.   Staffing of Schools**

1.1   Independence will provide SROs to the Independence Schools as follows:

Simon Kenton High School – one (1) SRO  
Summit View Academy – one (1) SRO  
Beechgrove Elementary– one (1) SRO  
Kenton Elementary – one (1) SRO

1.2   Each SRO will be a sworn law enforcement officer who is trained to work with youth at a school site and who holds a Kentucky Peace Officer Professional Standards Certification.

**Section 2.   Term of Agreement**

The initial period during which this agreement shall be effective will begin as of the last date set forth in the signatures below, subject to approval by the Kentucky Attorney General, and shall end on June 30, 2019; during which time this agreement may not be unilaterally terminated by either Independence or the Board; and it may only be terminated by the mutual written agreement of Independence and the Board. Thereafter, this agreement shall continue in effect until it is terminated by either the mutual written agreement of Independence and the Board, through a written notice of that termination that is: (a) provided to all of the others no later than the last day of March; and (b) is effective at midnight on the last day of June of that same calendar year.

**Section 3.   Services provided by SRO**

3.1   While this agreement is effective, the Independence Schools shall allow and Independence shall provide and pay for the presence of SROs at the schools enumerated in Section 1, with the qualifications, responsibilities and duties described herein, during the period of time beginning with and including the first day of the published academic school year and ending with and including the last day of the published academic school year, during the hours while the schools are in session and also when there are extracurricular activities sanctioned by the Independence Schools and provided either at any of the schools within the Independence Schools, or elsewhere, but only when assigning an SRO to those extracurricular activities is approved by either the Independence Police Chief; provided, however, that: (a) the number of hours worked by that police officer in any fiscal year shall be based on 1700 hours.

3.2   Additionally Independence shall pay the costs and expenses of: (a) outfitting the SRO; (b) providing him or her with a marked police cruiser and the fuel and maintenance for it; (c) all overtime of the SRO; (d) continuing training for the SRO to maintain certification pursuant to K.R.S. 15.380 – 15.404; (e) all taxes in regard to the employment of the SRO, such as unemployment and Medicare taxes; (f) all required contributions to the County Employees

Retirement System in regard to the employment of the SRO; (g) all premiums and other expenses for the inclusion of the SRO within the Independence liability and workers compensation policies; and (h) any health insurance that is or may be provided to the SRO.

3.3 The duties of the SRO are as follows:

- a. The SRO is a law enforcement officer of Independence and is not an employee, agent or independent contractor of the Independence Schools. The SRO's duties and functions while assigned to the Independence Schools 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.
- b. The SRO will assist school personnel with maintaining order in and about the schools, and rendering assistance to prevent or respond to student unrest or any other security risk both within the school and outside the school that poses a danger to the student or others, and interacting in a positive, professional manner with all students, parents, Independence Schools staff, and other persons who the SRO may encounter while on assignment in the Independence Schools.
- c. The SRO will make a good faith effort to become familiar with community agencies that offer assistance to 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 Independence Schools and students.
- d. The SRO may assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations.
- e. Should it become necessary to conduct law enforcement related interviews with students, the SRO shall adhere to the policies of the Independence Schools, Independence, Kentucky Revised Statutes, and other legal requirements with regard to such interviews.
- f. 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. 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 Independence, and those laws of the Commonwealth of Kentucky that govern law enforcement officers and peace officers.
- g. As soon as practical, the SRO may make the principal of the school aware of law enforcement action taken on the school premises. At the principal's request, 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.

- h. The SRO may give assistance to law enforcement officers in matters regarding his/her school assignment, when necessary.
- i. 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 order in and about the school function or meeting, or to facilitate communications between school personnel and parents or visitors. Furthermore, the SRO shall be available to attend and give testimony at student or staff disciplinary hearings when requested.
- j. The SRO may be requested by the Independence Schools to investigate matters that may involve crimes relating to students or staff.
- k. 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 and/or Independence Schools 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, which in fact is encouraged. Upon assignment, the SRO will be provided with copies of Board disciplinary policies and codes and the discipline codes of each school. The SRO will make reasonable efforts to become familiar with Independence Schools disciplinary codes and standards.
- l. The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile code violations and the SRO will determine whether law enforcement action is appropriate.
- m. School administrators shall not interrogate students as to possible criminal conduct on behalf of or as agents of the SROs or Independence. Any SRO who in the scope of their duties with or on behalf of the Independence Schools 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. SROs are also responsible for following those Board policies applicable to SROs, including, but not limited to, Board Policies 09.436 and 09.4361, and to be aware of the policies governing safety of the schools in general.
- n. The SRO shall maintain the confidentiality of any and all student records, consistent with state and federal laws, and the Board's policies.

#### **Section 4.     Compensation**

As compensation for the Independence services provided pursuant to the provisions of the immediately preceding Section 3 and all other provisions of this Interlocal Agreement, the Board agrees to each pay \$30,000, per school, per school year, in the total amount of \$120,000, with Independence submitting two invoices; one by December 31 and the second by June 30 of each fiscal year.

#### **Section 5.     SRO Supervision; Dismissal of SRO; Replacement**

5.1     The SROs shall be subject to the direct administration, supervision, and control of their respective agencies. Neither the Independence Schools or Independence shall exercise any authority over an SRO that is not employed directly by it; and all complaints about the performance or non-performance of the duties of the SRO by the Independence Schools or Independence shall be directed only to the Police Chief or City Administrator of the employing agency.

5.2     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 performing in a manner not compatible with the school's culture, the principal shall make a report to the Superintendent (and/or her designee) who shall seek a mutually satisfactory resolution of the matter with the respective City that employs the SRO.

#### **Section 6.     Insurance and Indemnification**

Although Independence shall cause each of their SROs to be insured against all legal liability for acts and omissions as the SRO, the same as other Independence employees, Independence shall indemnify or hold the Independence Schools or other City harmless from any such legal liability. Likewise, the Independence Schools shall not indemnify or hold Independence harmless from any such legal liability.

#### **Section 7.     Standard Contract Provisions**

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

7.2     **Assignment.** This Agreement may not be assigned by either Independence, or the Board,

7.3     **Amendment.** This Agreement may not be amended by any means other than a written agreement signed by Independence, the Board, and all other funding participants.

7.4     **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between Independence and the Board regarding 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.

**7.5 Captions and Headings.** The captions and headings of the paragraphs and subparagraphs 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.

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

**7.7 Third Party Beneficiaries Excluded.** This Agreement is only for the benefit of Independence and the Board; 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.

**7.8 Force Majeure.** Neither Independence or the Board shall have any 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 Independence or the Board; but, upon the cessation of such cause, Independence and the Board shall diligently pursue the performance of those provisions delayed or precluded by such cause.

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

**7.10 Waiver.** No consent to or waiver by either Independence or the Board 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.

**7.11 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.

## **Section 8. Cooperation**

The city of Independence and the Board are committed to cooperating and working together to form and implement this educational / law enforcement partnership.

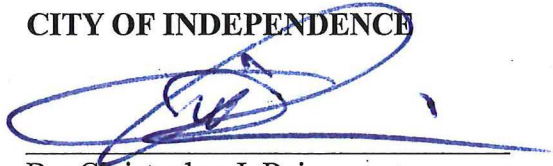
**IN WITNESS WHEREOF**, this Agreement has been signed by **Christopher J. Reinersman**, as Mayor of the City of Independence, on the date beneath their respective names and titles, pursuant to the authority of municipal orders of their respective City Councils; and by \_\_\_\_\_, as the Chairman of the Kenton County Board of Education, pursuant



to a Resolution of the Kenton County Board of Education, on the date indicated beneath his name and title.

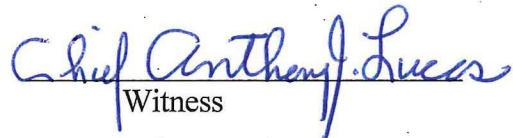
**IN WITNESS WHEREOF**, the parties hereby execute this Agreement.

**CITY OF INDEPENDENCE**



By: Christopher J. Reinersman

Date: 5/28/19



Witness

Date: 5-28-2019

**KENTON COUNTY BOARD OF EDUCATION**

By: Dr. Henry Webb

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

Witness

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

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## **SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING**

This is a memorandum of understanding ("MOU") between the Kenton County School District ("School District"), and the Kenton County Fiscal Court ("the County"). The County 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 County to allow law enforcement services by law enforcement officers in and around its schools and it is the intention of the County 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 August 1, 2019.

### **WITNESSETH:**

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

**WHEREAS**, the School District and the County have agreed to enter into a contract whereby the County will provide four of its police officers to serve as School Resource Officers ("SRO") within the Kenton County School District.

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

#### **I. Term of Agreement.**

The County will provide four SROs for the Kenton County School District effective August 1, 2019 through June 30, 2020. This Agreement shall expire June 30, 2020, unless otherwise extended, in writing, by agreement of the parties.

## **II. Rights and duties of the County.**

The County shall provide four (4) SROs as follows:

### **A. Training**

1. Each SRO shall be a sworn peace officer, with training provided by the County to work with youth at a school site and holding a Kentucky Peace Officer Professional Standards Certification. Prior to being assigned to the School District, each SRO shall have previously received specialized training as contemplated by KRS 158.441(2). Any replacement SRO under this Agreement shall also have specialized training as contemplated by KRS 158.441(2).

2. Each SRO shall receive "Certified First Responder Training" on an annual basis, with the cost of such training split evenly between the County and the School District.

### **B. Assignment of School Resource Officers.**

3. The County shall assign four SROs to work with the School District, pursuant to a mutually agreed schedule. If a trained SRO becomes unavailable for any reason under this Agreement (e.g. sickness, workers compensation, military leave, Family medical leave, disability, retirement), the County cannot guarantee a replacement. If the School District wishes to utilize a replacement on a temporary or permanent basis and if the available replacement subjects the County 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 County is unable to provide a replacement, and the costs to the County under this Agreement are less than the budget specified in Section III, the County 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 for assistance of a law enforcement nature on an as needed basis, but specifically shall be assigned to the following locations: Twenhofel Middle School, Piner Elementary School, White's Tower Elementary School, and Ryland Heights Elementary School.

5. Administration - The SRO shall report directly to the County's designated SRO Coordinator, who will coordinate activities with the School District Administration.

**C. Duties of School Resource Officer.**

1. The SRO is a law enforcement officer of the Kenton County Police Department 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 as a role model and interact in a positive, 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 Kenton County Police Department, 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 Kenton County Police Department, 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. Notwithstanding the above, it is the expectation of the School District that the SRO shall, consistent with the SRO's training and the law, limit the exercise of his/her law enforcement powers in response to student misconduct to situations in which the student behavior constitutes a substantial and imminent threat to physical safety or serious crime or when law enforcement powers are authorized by State and/or Federal laws. This provision does not establish a standard of care for civil liability; nor should it be used or interpreted in such a manner; and it does not confer any right, benefit, or claim against the SRO, the Fiscal Court, or the School District by or on behalf of any third party, or any party who is not a signatory to this Agreement.

9. 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 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 14).

- 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.

10. As soon as practical, the SRO shall make the principal of the school aware of law enforcement action taken on the school premises. At the principal's request, 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. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus.

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

12. 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.

13. 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.

14. 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 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, 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 County, is authorized to receive and appropriately report to the County 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 Kenton County Police Department for all appropriate action on the reported matter.

**15.** School administrators shall not interrogate students as to possible criminal conduct on behalf of or as agents of the SROs or the Kenton County Police Department. 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.

**16.** 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 Kenton County Police Department 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 control over the School District's policies.

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

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

19. 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 County 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 2019-2020 school year, the financing of the SRO will be as follows: The School District shall pay to the County the sum of 109,308.46 for the purposes of offsetting the cost of salary, equipment, uniform, and training of the SRO's.

B. Payments of \$ 27,327.11 shall be made by the School District to the County on a quarterly basis. The County 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 County the costs of attendance, including mileage, per diem(s), and lodging for each SRO to attend either (a) the Kentucky Association of School Resource Officers (KYASRO) conference, or an SRO Training Course offered by the National Association of School Resource Officers (NASRO) during the term of this Agreement.

**IV. Employment status of the School Resource Officer.**

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

**V. Appointment of School Resource Officer.**

A. The County 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 previously received specialized training as contemplated by KRS 158.441(2).

**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 Kenton County Police Department SRO Coordinator and the Superintendent (and/or his Designee) to seek removal of an assigned SRO.

B. The Chief of the Kenton County Police Department may in his sole discretion, subject to applicable Kenton County Police Merit Board regulations, 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  
Kenton County Board of Education  
1055 Eaton Drive  
Ft. Wright, KY 41017

Kenton County Fiscal Court  
c/o Judge/Executive  
303 Court Street, Room 205  
Covington, KY 41011

**IX. Insurance/Hold Harmless Clause.**

The County shall provide comprehensive, general liability insurance coverage for the SRO, consistent with the policies maintained by the County in the same manner for other officers of the Kenton County Police Department.

The School District shall provide comprehensive, general liability insurance coverage for its employees consistent with its policies maintained by the School District. In the event of litigation, the School District shall assume defense of anyone acting within the scope of their employment with the School District and shall release and hold KCFC harmless for any acts, omissions, or negligence of School District insureds.

**X. 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.

**XI. Choice of Law; Venue.**

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

**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.

**KENTON COUNTY BOARD OF EDUCATION:**

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CHAIRPERSON

ATTEST:

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SECRETARY, BOARD OF EDUCATION

**KENTON COUNTY FISCAL COURT:**

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Kris Knochermann, Judge/Executive





Patrick Morgan  
Chief Deputy

**Charles L. Korzenborn**  
Sheriff's Office  
Kenton County, Kentucky

Kenton County Building  
303 Court Street  
Suite 409  
Covington, Kentucky 41011



Office: 859-392-1800  
Fax: 859-392-1829

**SCHOOL RESOURCE OFFICER**  
**MEMORANDUM OF UNDERSTANDING**

This is a memorandum of understanding ("MOU") between the Kenton County 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 August 1, 2019.

**WITNESSETH:**

**WHEREAS**, KRS 158.441 provides that school resource officers 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 to serve as School Resource Officers ("SRO") within the Kenton County School District.

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

**I. Term of Agreement.**

The Sheriff will provide two SROs for the Kenton County School District effective August 1, 2019 through June 30, 2020. This Agreement shall expire June 30, 2020, unless otherwise extended, in writing, by agreement of the parties.

**II. Rights and duties of The Sheriff.**

The Sheriff shall provide two (2) SROs as follows:

**A. Training**

1. Each SRO shall be a sworn peace officer, with training provided by the Sheriff to work with youth at a school site and holding a Kentucky Peace Officer Professional Standards Certification. Prior to being assigned to the School District, each SRO shall have previously received specialized training as contemplated by KRS 158.441(2). Any replacement SRO under this Agreement shall also have specialized training as contemplated by KRS 158.441(2).

2. Each SRO shall receive "Certified First Responder Training" on an annual basis, with the cost of such training split evenly between The Sheriff and the School District.

**B. Assignment of School Resource Officers.**

3. The Sheriff shall assign two SROs to work with the School District, pursuant to a mutually agreed schedule. If a trained SRO 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. If the School District

wishes to utilize a replacement on a temporary or permanent basis and if the available 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 for assistance of a law enforcement nature on an as needed basis, but specifically shall be assigned to the following locations: Taylor Mill Elementary School, and Ft. Wright Elementary School.

5. Administration - The SRO shall report directly to the Sheriff's designated SRO Coordinator, who will coordinate activities with the School District Administration.

**C. Duties of School Resource Officer.**

1. The SRO is a law enforcement officer of the Kenton County 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 as a role model and interact in a positive, 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 Kenton County 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 Kenton County 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. Notwithstanding the above, it is the expectation of the School District that the SRO shall, be consistent with the SRO's training and the law, limit the exercise of his/her law enforcement powers in response to student misconduct to situations in which the student behavior constitutes a substantial and imminent threat to physical safety or serious crime or when law enforcement powers are authorized by State and/or Federal laws. This provision does not establish a standard of care for civil liability; nor should it be used or interpreted in such a manner; and it does not confer any right, benefit, or claim against the SRO, the Kenton County Sheriff's Office, or the School District by or on behalf of any third party, or any party who is not a signatory to this Agreement.

9. 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 14).
- 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.

10. As soon as practical, the SRO shall make the principal of the school aware of law enforcement action taken on the school premises. At the principal's request, 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. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus.

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

12. 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.

13. 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.

14. 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 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, 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 Kenton County Sheriff's Office for all appropriate action on the reported matter.

15. School administrators shall not interrogate students as to possible criminal conduct on behalf of or as agents of the SROs or the Kenton County 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.

16. 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 Kenton County 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 control over the School District's policies.

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

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

19. 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 2019-2020 school year, the financing of the SRO will be as follows: The School District shall pay to The Sheriff the sum of sixty thousand dollars, (\$60,000.00) for the purposes of offsetting the cost of salary, equipment, uniform, and training of the SRO's.

B. Payments of fifteen thousand (\$15,000.00) shall be made by the School District to The Sheriff on a quarterly basis. 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 either (a) the Kentucky Association of School Resource Officers (KYASRO) conference, or an SRO Training Course offered by the National Association of School Resource Officers (NASRO) during the term of this Agreement.

**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 Kenton County 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 previously received specialized training as contemplated by KRS 158.441(2).

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

B. The Chief of the Kenton County Sheriff's Office may in his sole discretion, subject to applicable Kenton County Police Merit Board regulations, 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  
Kenton County Board of Education  
1055 Eaton Drive  
Ft. Wright, KY 41017

Kenton County Sheriff's Office  
c/o Kenton County Sheriff  
303 Court Street, Room 409  
Covington, KY 41011

**IX. Insurance/Hold Harmless Clause.**

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 Kenton County 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. In the event of litigation, the School District shall assume defense of anyone acting within the scope of their employment with the School District and shall release and hold KCFC harmless for any acts, omissions, or negligence of School District insureds.

**X. 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.

**XI. Choice of Law; Venue.**

This Agreement shall be interpreted, enforced, and governed under the laws of Kentucky.

Venue shall be in Kenton County, Kentucky.

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.

**KENTON COUNTY BOARD OF EDUCATION:**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
SECRETARY, BOARD OF EDUCATION

**KENTON COUNTY SHERIFF:**

  
\_\_\_\_\_  
CHUCK KORZENBORN, SHERIFF

  
\_\_\_\_\_  
DATE

**AGREEMENT BETWEEN THE CITY OF TAYLOR MILL, KENTUCKY, AND  
THE KENTON COUNTY BOARD OF EDUCATION REGARDING SHOO  
L RESOURCE OFFICERS**

This Agreement is entered by and between the City of Taylor Mill (hereinafter known as the City) in the county of Kenton, in the Commonwealth of Kentucky, and the Kenton county Board of Education (hereinafter "Board") in the County of Kenton, in the Commonwealth of Kentucky.

**WITNESSETH:**

**WHEREAS**, Kentucky law permits school districts to utilize sworn law enforcement personnel on school campuses. In KRS 158.440(1), the Kentucky General Assembly declared that every student who attends school within the Commonwealth "should have access to a safe, secure, and orderly school that is conducive to learning." To fulfill this legislative mandate, local school districts are permitted to utilize School Resource Officers (SRO's). KRS 158.441(2) defines the SRO as a "sworn law enforcement officer who has specialized training to work with you at a school site" who is employed through a contract between a local law enforcement agency and a school district;

**WHEREAS**, KRS § 65.255 provides for cooperative action in the utilization of peace officers, and police department members, while in the performance of their duties under agreement while outside their own jurisdiction shall have the full power of arrest and all powers they possess in their own jurisdiction, and shall have the same immunities and privileges as if the duties were performed in their own jurisdiction;

**WHEREAS**, the Board, which manages and controls **Woodland Middle and Scott High Schools** (hereinafter the schools) has concluded that the presence of a SRO in the schools during the times that the schools are in session and/or when there are extracurricular activities at the schools, would be beneficial to the health, safety and welfare of the students in schools, as well as that of the schools' employees;

**WHEREAS**, the student population of the schools is composed of residents within the city; and county of Kenton; and

**WHEREAS**, Authorities of the City have concluded that the presence of a police officer in schools, with the responsibilities and duties described herein and with the title of School Resource Officer (hereinafter "SRO"), during the times that the schools are in session and/or when there are extracurricular activities at the schools, would be beneficial to the health, safety and welfare of their respective residents who are included in the student population, as well as that of their parents, custodians and guardians.

**Section 1.     Staffing of Schools**

1.1     The City will provide an SRO to the schools as follows:

Woodland Middle School – one (1) SRO  
Scott High School – one (1) SRO

1.2 Each SRO will be a sworn law enforcement officer who is trained to work with youth at a school site and who holds a Kentucky Peace Officer Professionals Standards Certification.

## **Section 2. Term of Agreement**

The initial period during which this agreement shall be effective will begin as of the last date set forth in the signature below, and shall end on June 30, 2020; during which time this agreement may not be unilaterally terminated by either the City or the Board; and it may only be terminated by the mutual written agreement of both parties. Thereafter, this agreement shall continue in effect until it is terminated by either of the mutual written agreement of both parties, through a written notice of that termination that is; (a) provided to all of the others no later than the last day of March, 2020; and (b) is effective at midnight on the last day of June of that same calendar year. Upon mutual written agreement from the City and the Board this agreement can be extended twice for a period of one year each. Each one year extension will require mutual written agreement.

## **Section 3. Services provided by SRO**

3.1 While this agreement is effective, the schools shall allow and the City shall provide and pay for the presence of SROs at the schools enumerated in Section 1, with the qualifications, responsibilities and duties described herein, during the period of time one week prior the beginning with and including the first day of the published academic school year and ending one week after with and including the last day of the published academic school year, during the hours while the schools are in session and also when there are extracurricular activities sanctioned by the schools and provided either at any of the schools within the schools, or elsewhere, but only when assigning an SRO to those extracurricular activities is approved by either the City Police Chief; provided, however, that: (a) the number of hours worked by that police officer in any fiscal year shall not exceed 1700 hours.

3.2 Additionally the City shall pay the costs and expenses of: (a) outfitting the SRO; (b) providing him or her with a marked police cruiser and the fuel and maintenance for it; (c) all overtime of the SRO; (d) continuing training for the SRO to maintain certification pursuant to KRS 15.380 – 15.404; (e) all taxes in regard to the employment of the SRO, such as unemployment and Medicare taxes; (f) all required contributions to the County Employees Retirement System in regard to the employment of the SRO; (g) all premiums and other expenses for the inclusion of the SRO within the City's liability and workers compensation policies; (h) any health insurance that is or may be provided to the SRO; and (i) any oversight and supervision of the SRO person.

3.3 The duties of the SRO are as follows:

- a. The SRO is a law enforcement officer and is not an employee, agent or independent contractor of the schools. The SRO's duties and functions while assigned to the schools 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.
- b. The SRO will assist school personnel with maintaining order in and about the schools, and rendering assistance to prevent or respond to student unrest or any other security risk both within the school and outside the school that poses a danger to the student or others, and interacting in a positive, professional manner with all students, parents, school staff, and other persons who the SRO may encounter while on assignment in the schools.
- c. The SRO will make a good faith effort to become familiar with community agencies that offer assistance to 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 schools and students.
- d. The SRO may assist the principal in developing plans and strategies to prevent and /or minimize dangerous situations.
- e. Should it become necessary to conduct law enforcement related interviews with students, the SRO shall adhere to the policies of the schools, the City, Kentucky Revised Statutes, and other legal requirements with regard to such interviews.
- f. 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. 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 City, and those laws of the Commonwealth of Kentucky that govern law enforcement officers and peace officers.
- g. As soon as practical, the SRO may make the principal of the school aware of law enforcement action taken on the school premises. At the principal's request, 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.
- h. The SRO may give assistance to law enforcement officers in matters regarding his/her school assignment, when necessary.

- i. 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 order in and about the school function or meeting, or to facilitate communications between school personnel and parents or visitors. Furthermore, the SRO shall be available to attend and give testimony at student or staff disciplinary hearing when requested.
- j. The SRO may be requested by the schools to investigate matters that may involve crimes relating to students and staff.
- k. 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 the school 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 the school administration/staff, which may aid in the determination of whether a disciplinary offense occurred, which in fact is encouraged. Upon assignment, the SRO will be provided with copies of Board disciplinary policies and codes and the discipline codes of each school. The SRO will make reasonable efforts to become familiar with the school's disciplinary codes and standards.
- l. The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile code violations and the SRO will determine whether law enforcement action is appropriate.
- m. School administrators shall not interrogate students as to possible criminal conduct on behalf of or as agents of the SROs or the City. Any SRO who in the scope of their duties with or on behalf of the schools 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. SROs are also responsible for following those Board policies applicable to SROs, including, but not limited to, Board Policies 09.436 and 09.4361, and to be aware of the policies governing safety of the schools in general.
- n. The SRO shall maintain the confidentiality of any and all student records, consistent with state and federal laws, and the Board's policies.

#### **Section 4.     Compensation**

As compensation for the city providing SRO services pursuant to all provision of this

Agreement, the Board agrees to pay \$30,000 per SRO in each school, per school year. The City will provide two invoices; one by December 31 and the second by June 30 of each fiscal year.

**Section 5.     SRO Supervision; Dismissal of SRO; Replacement**

5.1     The SRO shall be subject to the direct administration, supervision, and control of their respective agencies. Neither the schools or the City shall exercise any authority over an SRO that is not employed directly by it; and all complaints about the performance or non-performance of the duties of the SRO by the schools or the City shall be directed only to the Police Chief or City Administrator of the employing agency.

5.2     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 performing in a manner not compatible with the school's culture, the principal shall make a report to the Superintendent (and/or her designee) who shall seek a mutually satisfactory resolution of the matter with the respective City that employs the SRO.

**Section 6.     Insurance and Indemnification**

Although the city shall cause each of their SROs to be insured against all legal liability for acts and omissions as the SRO, the same as other city employees, the City shall indemnify or hold the schools or other city harmless from any such legal liability. Likewise, the schools shall not indemnify or hold the City harmless from any such legal liability.

**Section 7.     Standard Contract Provisions**

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

7.2     **Assignment.** This Agreement may not be assigned be either the City or Board.

7.3     **Amendment.** This Agreement may not be amended by any means other than a written agreement signed by the appropriate City authorities, the Board, and all other funding participants.

7.4     **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the City and the Board regarding 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.

7.5     **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.



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

**7.7 Third Party Beneficiaries Excluded.** This Agreement is only for the benefit of the City and the Board; 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.

**7.8 Force Majeure.** Neither the City or the Board shall have any 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 the City or the Board; but, upon the cessation of such cause, the City and the Board shall diligently pursue the performance of those provisions delayed or precluded by such cause.

**7.9 Ambiguities.** These shall be no judicial construction or interpretation of this Agreement to affect any interpretation of the provisions of this Agreement against the party who had the provision prepared.

**7.10 Waiver.** No consent to or waiver by either the City or the Board 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.

**7.11 Severability.** In the event that any one or more of the provisions of this Agreement, or any part of the 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 the Agreement; and such provision or part of a provision shall be reformed so that it would be legal, valid and enforceable or the Agreement shall be reformed, interpreted and construed as if such provision or part of a provision had never been included in the Agreement.

## **Section 8. Cooperation**

The City and the Board 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 Daniel Bell, as Mayor of the City of Taylor Mill, on the date beneath their respective names and titles, pursuant to the authority of the City of Taylor Mill; and by Dr. Henry Webb, as the Superintendent of the Kenton County Board of Education, pursuant to a Resolution of the Kenton County Board of Education, on the date indicated beneath his name and title.

**IN WITNESS WHEREOF**, the parties hereby execute this Agreement.

**CITY OF TAYLOR MILL**

\_\_\_\_\_  
By: Daniel Bell, Mayor

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

\_\_\_\_\_  
Witness

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

**KENTON COUNTY BOARD OF EDUCATION**

\_\_\_\_\_  
By: Dr. Henry Webb

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

\_\_\_\_\_  
Witness

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

**CITY OF VILLA HILLS, KENTUCKY**

**A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH THE KENTON COUNTY BOARD OF EDUCATION TO PROVIDE SCHOOL RESOURCES OFFICER SERVICES BEGINNING JULY 1, 2019.**

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

**WHEREAS**, the School District and the City of Villa Hills have agreed to enter into a contract whereby the Villa Hills Police Department (VHPD) will provide its deputies to serve as a School Resource Officer ("SRO") with the School District at a school location the School District and VHPD may from time to time agree.

**NOW THEREFORE, BE IT ORDERED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA HILLS:**

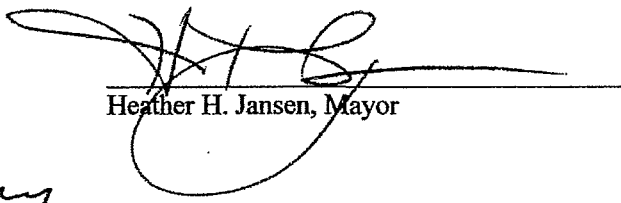
That the Mayor is hereby authorized to sign an Inter-local cooperation agreement to provide the Kenton County Fiscal Court with police services for selected unincorporated areas beginning July 1, 2019 subject to the conditions therein.

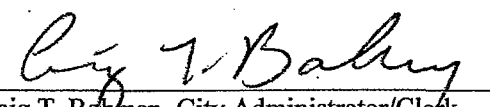
ADOPTED THIS 15TH DAY OF MAY, 2019.

6 YEAS; 0 NAYS; n/a ABSTAIN; ABSENT: n/a

CITY OF VILLA HILLS, KENTUCKY

ATTEST:

  
Heather H. Jansen, Mayor

  
Craig T. Bohman, City Administrator/Clerk

## **SCHOOL RESOURCE OFFICER AGREEMENT**

This is an Agreement between the Kenton County Board of Education ("School District"), and the City of Villa Hills through the Villa Hills Police Department ("VHPD").

The effective date of this Agreement is July 1, 2019 through June 30, 2020.

### **WITNESSETH:**

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

**WHEREAS**, the School District and the VHPD have agreed to enter into this contract whereby the VHPD will provide its deputies to serve as a School Resource Officer ("SRO") with the School District in a number and at school locations the School District and VHPD may from time to time agree.

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

#### **I. Term of Agreement.**

The VHPD will provide the SROs to School District effective July 1, 2019 through June 30, 2020.

This Agreement shall automatically renew on its anniversary date, unless terminated by either party by giving at least thirty (30) days written notice to the other party.

#### **II. Rights and duties of the VHPD.**

The VHPD shall provide a single SRO, and SRO services as follows:

##### **A. Training**

The SRO shall be a sworn Police Officer, with training provided by the VHPD to work with youth at a school site and holding a Kentucky Peace Officer Professional Standards Certification. The SRO assigned to the School District shall attend training through NASRO, or its equivalent such as the

Kentucky Department of Criminal Justice Training for School Resource Officers, before the beginning of the SRO's second year of assignment at the School District, and if this agreement is renewed, ongoing similar training each year thereafter as determined by VHPD.

In the event that a trained SRO becomes unavailable, the VHPD will attempt to provide a suitable replacement on a temporary basis as overall VHPD staffing allows. If VHPD is unable to place a temporary replacement, VHPD will inform the principal and the appropriate School District liaison of the reason why a replacement cannot be made and the approximate amount of time before a temporary replacement will be placed. The parties recognize that any replacement may not have the NASRO or equivalent training; but will be a trained, certified peace officer.

**B. Assignment of School Resource Officers.**

1. The VHPD shall assign the SRO to work with the School District pursuant to a mutually agreed schedule.

2. The SRO provided by the VHPD shall be available to assist at River Ridge Elementary School and to respond to emergencies on an as needed basis.

**C. Duties of School Resource Officer.**

1. The SRO is a law enforcement officer of the VHPD 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. 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 capacity as a law enforcement officer.

2. The SRO will assist school personnel with maintaining order in and about the school, and rendering assistance to prevent or respond to student unrest or any other security risk both within the school and outside the school, that poses a danger to the student or others, and interacting

in a positive, professional manner with all students, parents, School District staff, and other persons who the SRO may encounter while on assignment in the School District.

3. The SRO will make a good faith effort to become familiar with community agencies that offer assistance to youths and their families such as mental health clinics and drug treatment centers.

4. The SRO may assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations.

5. Should it become necessary to conduct law enforcement related interviews with students, the SRO shall adhere to the policies of the School District and the VHPD, Kentucky Revised Statutes, and other legal requirements with regard to such interviews.

6. 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. 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 VHPD, and those laws of the Commonwealth of Kentucky which govern law enforcement officers and peace officers.

7. As soon as practical, the SRO may 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.

8. 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 order in and about the school function or meeting, or to facilitate communications between school personnel and parents

or visitors. Furthermore, the SRO may be available at the discretion of the SRO to attend and give testimony at student or staff disciplinary hearings when requested.

9. The SRO may be requested by the School District to investigate matters which may involve crime relating to the students or staff.

10. 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 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, where legally permitted, with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred, which in fact is encouraged. Upon assignment, the SRO will be provided with copies of Board disciplinary policies and codes and the discipline codes of each school. The SRO will make reasonable efforts to become familiar with district/school and disciplinary codes and standards.

11. The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile code violations and the SRO will determine whether law enforcement action is appropriate. With respect to those incidents and 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, possession of a controlled substance in violation of the law, or damage to the property"), and those incidents and 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 VHPD, is authorized to receive such information and reports.

12. School administrators shall not interrogate students as to possible criminal conduct on behalf of or as agents of the SROs or the VHPD. SROs are also responsible for following School Board policies applicable to SROs, and to be aware of the policies governing safety of the schools in general.

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

**III. Financing of the School Resource Officer Program and Administrative Expenses.**

For each fiscal school year, July 1 through June 30, the financing of the SRO will be by mutual agreement of the parties. For Fiscal Year 2019-2020 the School District shall pay thirty thousand dollars (\$30,000).

VHPD, through the City of Villa Hills, shall submit to the School District an invoice for payment.

**IV. Employment status of the School Resource Officer.**

The SRO shall remain an employee of the VHPD, and shall not be an employee, agent or independent contractor of the School. All work-related benefits, as applicable, accruing to the SRO shall be the sole responsibility of the VHPD, including, but not limited to, health insurance; workers compensation; retirement benefits; liability insurance; and unemployment insurance. The School and the VHPD acknowledge that the SRO shall remain responsive to the chain of command of the VHPD, and to the policies and procedures of the VHPD.



**V. Appointment of School Resource Officer.**

The VHPD and the School District shall collaborate on the individual's assignments as SROs.

**VI. Dismissal of School Resource Officer; Replacement.**

1. 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 performing in a manner not compatible with the School's culture, the principal shall make a report to the Superintendent (and/or his Designee) who shall seek a mutually satisfactory resolution of the matter with VHPD.

2. The Villa Hills Police Chief may in his sole discretion dismiss or reassign an SRO.

**VII. Insurance.**

VHPD shall provide comprehensive, general liability insurance coverage for the SRO, consistent with the policies maintained by the VHPD in the same manner for other VHPD employees. In the event of litigation, VHPD shall assume defense of the SRO and provide insurance coverage only to the same extent, and subject to the same conditions and limitations as is provided to other VHPD insureds.

School District shall provide comprehensive, general liability insurance coverage for its employees consistent with its policies maintained by the School District. In the event of litigation, the School District shall assume defense of anyone acting within the scope of their employment with the School District.

**VIII. Miscellaneous.**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and it shall not be modified unless in writing duly executed by the parties.

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.

**KENTON COUNTY BOARD OF EDUCATION:**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
SECRETARY, BOARD OF EDUCATION

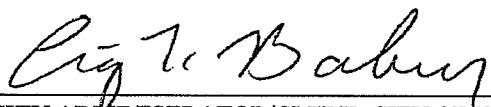
\_\_\_\_\_  
Date

**CITY OF VILLA HILLS**

  
\_\_\_\_\_  
MAYOR

5/20/19  
Date

ATTEST:

  
\_\_\_\_\_  
CITY ADMINISTRATOR/CLERK, CITY OF VILLA HILLS

5/20/19  
Date