

**SOUTHGATE INDEPENDENT SCHOOL DISTRICT**  
**SCHOOL RESOURCE OFFICER AGREEMENT**

This is a memorandum of understanding (“MOU”) between Southgate Independent School District (“District”), 6 William F. Blatt Avenue, Southgate, Kentucky 41071 and the Campbell County Sheriff’s Office (“Sheriff”), 1098 Monmouth Street, Suite 216, Newport, Kentucky 41071. The Sheriff and 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 District’s intention to contract with the Sheriff to allow law enforcement services by law enforcement officers in and around its school and it is the intention of the Sheriff to provide law enforcement services in and around the schools within its District. The Parties therefore mutually assent to the following recitals and terms of the MOU. The effective date of this Agreement is July 1, 2023.

**WITNESSETH:**

**WHEREAS**, KRS 158.441 provides that school resource officers (“SRO”), when they become available, may be employed through a contract between a local law enforcement agency, i.e., the Sheriff, and a school district.

**WHEREAS**, the District and the Sheriff have agreed to enter a contract whereby the Sheriff will provide one (1) deputy Sheriff, when they become available, to serve as SRO within the Southgate Independent School District in their one (1) school.

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

**I. Term and Scope of Agreement.**

The Sheriff will provide one (1) SRO, when they become available, to the School District effective July 1, 2023. The scope of the Agreement contemplates that the SRO shall work in or for the School District through the entire school year, eight (8) hours per day, on the dates that school is scheduled to be in session. Five (5) days shall be devoted to training certified and recognized by the Kentucky Law Enforcement Council for SRO or the SRO’s required forty (40) hour in-service thereafter.

The first year of this Agreement will begin on July 1, 2023, and end on June 30, 2024.

This Agreement shall automatically renew on July 1<sup>st</sup> each year, unless terminated by either party by having given at least thirty (30) calendar days written notice to the other party.

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

The Sheriff shall provide SRO and SRO services, when they become available, as follows:

**A. Training**

1. Each SRO shall be a sworn peace officer, with training as required by the Campbell County Sheriff's Office and KRS 158.4414(6) and holding a school resource officer certification or obtaining the certification within the time specified under KRS 158.4414(6). Any replacement SRO under this Agreement shall also have training as contemplated by KRS 158.4414 to the extent possible.

2. Each SRO shall receive forty hours of annual in-service training certified and recognized by the Kentucky Law Enforcement Council for school resource officers. If this agreement is renewed, on-going similar training must be completed each year thereafter as determined by the Sheriff's Office and as required by KRS 158.4414 and is included in the quoted price for SRO services.

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

1. The Sheriff, when they become available, shall assign one (1) SRO to work with the School District, pursuant to a mutually agreed schedule.

2. If a trained SRO is not available or becomes unavailable for any reason under this MOU (including but not limited to sickness, workers compensation, military leave, Family Medical Leave, disability, retirement), the Sheriff will attempt to find a suitable replacement, however, the parties recognize that the Sheriff cannot guarantee a replacement. The School District, if available, may utilize a replacement on a temporary or permanent basis. Every effort will be made by the District and the Sheriff to acquire a new SRO and negotiate any possible training or needs at the time of this occurrence. 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. The parties recognize that it is unlikely the SRO will be able to staff such absences on a full-time basis; however, the Sheriff's Office will attempt to provide coverage during peak times. Additionally, the parties recognize that any replacement may not have the Department of Criminal Justice Training for SRO or equivalent training; but will be a trained, certified police officer.

3. The SRO shall be available to assist at all school locations to respond to calls by the School District. Calls by the School District shall only be made in accordance with C.2.8 below. The SRO shall be assigned to the Southgate Public School Campus.

4. Administration - The SRO shall report directly to the School Safety Coordinator. However, the SRO shall remain an employee of the Sheriff's Office as contemplated by Section IV below and shall also report to the Sheriff, or his designee. The School Safety Coordinator shall be designated by the Superintendent of the School District as contemplated by KRS 158.4412. The School Schools Safety Coordinator shall complete the School Safety Coordinator training program developed by the Center for School Safety within six months of his or her date of appointment. The School Safety Coordinator shall be responsible for performing the functions specified by KRS 158.4412.

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

**1.** The SRO is a law enforcement officer of the Sheriff 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 oriented. 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 to function in his capacity or her 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.

**3.** The SRO shall serve 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 and/or the School Safety Coordinator 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 School District, the Sheriff, Kentucky Revised Statutes, and other legal requirements regarding such interviews.

**7.** The SRO may, by way of the exercise of his/her discretion as a sworn peace officer, take law enforcement action as he/she deems necessary consistent with Federal and Kentucky laws. Action undertaken by the SRO may or may not involve a custodial detainment and/or arrest, and the SRO's discretion and decision-making shall be governed by and subject to the policies, procedures, and training of the Sheriff's Office, and those laws of the Commonwealth of Kentucky, and the United States Constitution, and other Federal laws which govern law enforcement officers and peace officers.

**8.** School District staff and administrators shall only request that SRO respond to student conduct when that conduct constitutes an imminent and substantial threat to physical safety or a serious crime. Therefore, SRO shall not be called upon by school staff or administrators to:

- a.** Escort students, including from classrooms to an administrator's office or to the In-School Suspension (ISS) room.
- b.** Obtain compliance with directions given to a student by school officials;
- c.** To enforce or implement student disciplinary rules (See also, paragraph 13).

- d.** Accompany school staff or administrators on “home-visits” at the residence of a student’s parent or guardian unless such “home-visit” involves the investigation of possible criminal activity.

**9.** As soon as practical, the SRO shall make the principal of the school aware of law enforcement action taken on the school premises. The SRO may take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions to the extent that the SRO may do so under the authority of law. The SRO may request additional police assistance on campus.

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

**11.** The SRO may when requested, participate in and/or attend school functions or meetings in the SRO’s capacity as a law enforcement officer, and to help maintain safety and security in and about the school function or meeting. Furthermore, the SRO will be able to attend and give testimony at student or staff disciplinary hearings when requested.

**12.** The SRO may be requested by the School District to investigate matters, which may involve crime relating to the students or staff. The SRO, in consult with the Sheriff’s Office, will determine if the matter will be investigated by the SRO, or referred to another investigative entity.

**13.** 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 disciplinary codes and standards.

**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.

**15.** The principal, school administration, or staff may advise, and are encouraged to advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO will determine whether law enforcement action is appropriate. With respect to those activities occurring on school property, within 1000 feet of the school, on a school bus, or at school sponsored functions, which a principal is directed to promptly report to the "appropriate law enforcement agency" under KRS 158.154 ("assault resulting in serious physical injury, a sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a controlled substance in violation of the law, or damage to the property"), and those activities which an administrator, teacher, or other school employee is directed to report to the "local police department, sheriff, or Kentucky State police," under KRS 158.155 (such activities consisting of conduct occurring on school premises or school sponsored

events which is believed to constitute a misdemeanor or violation or offense relating to deadly weapons, use, possession, or sale of controlled substances, or a felony offense), it is agreed and understood that the SRO, as an employee of the Sheriff, is authorized to receive and appropriately report to the Sheriff Designee, in the Chain-Of-Command, who will see that a written report is prepared and brought to the direct attention of the highest members of the Chain-Of-Command of the Sheriff's Office for all appropriate action on the reported matter.

**16.** School administrators shall not interrogate students as to possible criminal conduct on behalf of or as agents of the SRO or the Sheriff's Office. Any SRO who in the scope of their duties with or on behalf of the School District participates in an interrogation of a student or obtains information which may be used against a student in a criminal proceeding, shall follow all state and federal laws with respect to arrests, searches, seizures, and interrogations of students.

**17.** The School District shall promptly provide to each SRO any new or amended policies promulgated by the School District pertaining to SRO. In the event that the policies of the School District conflict with the policies, procedures, and training of the Sheriff's Office or the laws of the Commonwealth of Kentucky that govern law enforcement officers and peace officers, the policies and procedures, including the laws of the Commonwealth of Kentucky that govern law enforcement shall take precedent over the School District's policies.

**18.** The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties, however, the SRO may be present in the halls and lunchrooms as necessary.

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

**20.** 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 each school year, the financing of the SRO will be as follows: The School District shall pay to the Sheriff a sum of Forty-nine Thousand Dollars and Zero Cents (\$49,000.00) per SRO provided by the Sheriff in order to offset the cost of salary, FICA, and other salary related expenses, of the SRO. Said compensation shall include reimbursement for up to ten (10) personal days, and shall also include daily compensation for the SRO in the event the school is closed for a holiday or snow day. This does not include the summer break. Additional costs associated with equipment, damage to equipment in the line of duty, training, vehicle, and mileage may also be incurred, and due by the School District to the Sheriff, as described further below.

**B.** There is a one-time cost of equipping a newly hired SRO of Nineteen Thousand Two Hundred (\$19,200) for required uniforms and equipment for the SRO.

C. Payments shall be made by the School District to The Sheriff on an annual basis in the amount of Forty-nine Thousand Dollars and Zero Cents (\$49,000.00) per SRO. Said payments shall be made in advance at the start of the school year. For the first year, the payment will be due on July 1, 2023. For subsequent years, this will be due on July 1<sup>st</sup>.

D. For subsequent years, the Sheriff shall submit to the School District an invoice by June 30<sup>th</sup> each year summarizing the costs associated for supplying the SRO.

E. In the event the cost is less than \$49,000.00 per SRO, then any remaining balance will first be applied to the balance due for the following contract year. In the event the MOU is terminated by either party, the Sheriff shall provide a refund for any unused funds.

F. The School District shall reimburse the Sheriff the costs of attendance, including mileage, per diem(s), and lodging for each SRO to attend any training that the District may request that the officer attend outside of the regular SRO regular schedule. The Sheriff will provide an invoice for any such costs as they are incurred and the School District shall provide payment within thirty (30) days of receipt. These costs are not included in the \$49,000.00 annual payment per SRO.

G. The Sheriff will provide, maintain, and fuel a police vehicle for the SRO's use; however, in all cases the priority for assignment of vehicles shall be in support of the Sheriff.

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

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

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

A. The Sheriff shall have the sole authority to hire and assign an SRO consistent with the terms of this Agreement.

B. SRO applicants must meet the following requirements:

1. The applicant must be a volunteer for the position of SRO.
2. The applicant must be a certified and sworn peace officer holding a Kentucky Peace Officer Professional Standards Certification.
3. Prior to being assigned to the School District, each SRO shall have training as required by KRS 158.4414 to the extent possible and holding a school

resource officer certification, and is otherwise qualified to function as an SRO.

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

**A.** In the event a principal of a school to which the SRO is assigned reasonably believes in the exercise of good faith judgment that the SRO is not effectively performing his or her duties or presents a danger to the safety of students or others, the principal shall make a report to the School Safety Coordinator and the Superintendent (and/or his Designee) to seek a mutually satisfactory resolution to the matter between the Sheriff and the School District.

**B.** The Sheriff may in his sole discretion; subject to applicable Chapter 15 of Kentucky Revised Statue, may dismiss or reassign an SRO.

**VII. Termination of Agreement.**

This Agreement may be terminated by either party on thirty (30) 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 thirty (30) days written notice. Termination may only be accomplished as provided herein.

**VIII. Notices.**

**A.** 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:

Southgate Independent School District  
c/o Greg Duty, Superintendent  
6 William F. Blatt Avenue  
Southgate, Kentucky 41071

Campbell County Sheriff's Office  
c/o Mike Jansen, Sheriff  
1098 Monmouth Street, Suite 216  
Newport, KY 41071

**IX. Insurance.**

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

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

**X. Choice of Law/ Venue.**

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

**XI. Miscellaneous.**

**A. Prior Agreements.** This agreement supersedes all other agreements between the parties and this agreement contains all the covenants and agreements between the parties with respect to this contract.

**B. Amendment.** This agreement may only be amended by the mutual agreement of the parties in writing and attached to and incorporated into this agreement.

**C. Assignment.** This agreement may not be assigned by either party. This Agreement is only for the benefit of the County Sheriff Office and the School District listed in this Agreement and the enforcement of it is limited to the parties. No provision of this Agreement shall be interpreted or construed to provide any benefit or right to anybody else, directly, indirectly, or otherwise.

**D. 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.

**E. Force Majeure.** Neither the County or the School District listed in this Agreement shall have any responsibility or liability to the provisions of this Agreement for the delay or default caused by war, riot, fire, acts of God or other causes beyond their reasonable control; but, upon the cessation of such cause, each of them shall diligently pursue the performance of those provisions delayed or precluded by such cause.

**F. Waiver.** No consent to or waiver by either the County or the School District listed in this Agreement of any breach or default of any provision of this Agreement, whether express or implied, shall constitute or be interpreted as a consent to, waiver.

**G. 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.

**H. Ambiguities.** The County and the School District each acknowledge that they have been represented by separate counsel in the negotiation of this Interlocal Agreement, to such an extent that there is precluded thereby any and all rules of interpretation and construction of the provisions of this Interlocal Agreement to the effect that any ambiguities therein shall be interpreted against the one who prepared or drafted that provision.



**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.

**SOUTHGATE INDEPENDENT SCHOOL DISTRICT:**

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GREG DUTY  
SUPERINTENDENT

DATE

**CAMPBELL COUNTY SHERIFF'S OFFICE**

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MIKE JANSEN  
SHERIFF

DATE