

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

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between Elizabethtown Independent Schools Board of Education ("School") and the City of Elizabethtown ("the City")

WITNESSETH:

WHEREAS, as part of HB 330 and as particularly codified in KRS 158.441, the 2019 General Assembly authorized the provision of School Resource Officer ("SRO") services by means of an MOU to be entered into by local school districts with appropriate law enforcement agencies; and

WHEREAS, the School is a body politic and corporate pursuant to KRS 158 with legal authority to enter into contracts; and

WHEREAS, the City is created by Kentucky statute as a corporate entity with capacity to contract and be contacted with, pursuant to KRS Chapters 81 and 83; and

WHEREAS, the City possesses authority over the Elizabethtown Police Department, which has been created as a department and agency of City government by ordinance; and

WHEREAS, it is the intent and desire of the City and School to provide for the services of an SRO, as set forth herein and as authorized pursuant to KRS 158.441 and KRS 65.210, et. seq.;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the School and City as follows:

## **ARTICLE 1, Overview**

The purpose of this MOU is to provide for the safety and security of children attending the school. It is the intent and provision of this MOU to provide for the services of an SRO with such services to be rendered during the times that regular school is in session at such School sites as more fully described in Article II (B)(1)) below, for a two-year term commencing on the first day of school in August, 2022 and expiration the last day of school in May or June 2024. Either party may, at its option, terminate this Agreement by providing written note to the other, (1) not later than June 1 for the following school year, or (2) by providing at least thirty (30) day's advance notice of intent to terminate. Any such notice shall be furnished as provided in Article VIII herein below.

## **ARTICLE II, Rights and Duties of the City**

The City shall provide an SRO and SRO services as follows:

### **(A) Training**

The SRO shall be a sworn law enforcement officer employed by the Elizabethtown Police Department. Prior to the assignment of a person to serve as SRO, the officer must meet training standards required by KRS Chapter 158. The SRO shall be armed with a firearm as required by KRS 158.4414(4).

### **(B) Assignment of School Resource Officer**

(1) The City shall assign two regularly employed police officers to serve as SRO for the 2022-2023 school year and four regularly employed police officers to serve as SRO for the 2023-2024 school year, who shall serve the Elizabethtown Independent

School Board of Education, pursuant to a schedule to be determined by the Police Department as requested by the principals of assigned schools (anticipated to be Elizabethtown High School, T.K. Stone Middle School/ Morningside Elementary School combined, Valley View Education Center and Helmwood Heights Elementary School, all located in the city limits of Elizabethtown).

(2) The SRO shall report directly to a supervisor within the Elizabethtown Police Department, who, as the SRO's supervisor, will communicate with the school administration of the School to ensure the rendition of SRO serve as outlined herein.

(C) Regular-Duty Hours of School Resource Officer

The SRO shall perform a regular workweek of hours with such hours and pay to be based on the grade of 57P in the City of Elizabethtown Pay and Classification Plan. Such hours shall be set by the school day with additional time needed for students to exit the facility. Regular hours shall not exceed 40 hours a week. It is agreed and understood that pursuant to clause (D) (7) below, the principal may request the SRO from time to time to attend meetings of parents/faculty and school functions only when necessary in a law enforcement capacity. The SRO shall assist the Elizabethtown Police Department In the event of emergency situations (e.g., officer down, active shooter).

(D) Duties of School Resource officer

(1) The SRO is a law enforcement officer of the Elizabethtown Police Department and is not an employee or agent of the School. 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 or her capacity as a law enforcement officer.

(2) The SRO may make an effort to become familiar with all community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc.

(3) Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to Elizabethtown Police Department Policy, Kentucky Revised Statutes and other legal requirements.

(4) The SRO may, by way of the exercise of his/her discretion as a sworn police 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 Elizabethtown Police Department, and those laws of the United States and Commonwealth of Kentucky that govern law enforcement officers and peace officers. As soon as practicable and where legally permitted, the SRO will, make the principal of the school aware of such action taken on school grounds.

(5) The SRO shall 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.

(6) The SRO may give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

(7) The SRO may when requested, participate in and/or attend school functions or meetings in the SRO's capacity as a law enforcement officer.

(8) 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 disciplinary codes or standards and the

appropriate administrative action to take.

(9) The SRO may share information regarding issues of potential school violations with school administration/staff they obtain during the course of their duties.

(10) 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 shall then determine whether law enforcement action is appropriate. With respect to those activities occurring on School property or at School-sponsored functions that a principal is directed by law 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 of 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 Elizabethtown Police Department is authorized to receive and appropriately act on any of such reports and the reporting school personnel may satisfy reporting requirements by advising the SRO of activities believed to fall within the statutory directives.

(11) The School shall not request that the SRO assist in regularly assigned lunchroom duties, act as hall monitors or for other monitoring duties. If a problem arises in such areas that, in the discretion of the SRO, requires law enforcement intervention, the SRO may assist the school until the problem is resolved; but nothing In this section shall prohibit the SRO from taking his or her lunch in the school cafeteria with the students. Nor does this prevent the SRO from walking through the hallways during breaks. The SRO should be vigilant to ensure they are seen throughout the school and

they should not develop a routine.

(12) Any records generated by the SRO in the course of his/her official duties with the School including but not limited to reports, bodycam footage, notes, interviews, etc. are official records of the Elizabethtown Police Department. School officials seeking any records generated by the SRO shall request such records through the custodian of records of the Elizabethtown Police Department, as required of any citizen seeking such records.

### **ARTICLE III, Rights and Duties of the School**

The School shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties with the School:

- (A) Access to an air-conditioned and properly lighted private office, which shall contain a telephone which may be used for general business purposes.
- (B) A location for files and records which can be properly locked and secured; this can be included with the desk.
- (C) A desk with lockable drawers, chair, and worktable.
- (D) Internet access is preferred to gain access to network printers.

### **ARTICLE IV, Financial Arrangements of the SRO Program**

The financing of the SRO will be as follows:

The School shall reimburse the City at a rate of \$37.80 per hour, 8 hours a day, 180 days per school year for each SRO assigned. Any hours worked over 40 hours per

week will be reimbursed at 1.5 times the hourly rate, \$56.70 per hour. Special details such as sporting events will be outside the scope of their normal SRO duties and will be between the SRO and School. The schedule for reimbursement shall take place in two equal installments. The first invoice will be furnished to the school on or about January 1st which will cover services provided from the first day of school through December 31st. The second invoice will be furnished on or about June 1st which shall cover services provided from January 1st through the last day of school. Overtime worked during the covered time period may also be included with the invoice. On the second invoice cost may be adjusted if the SROs work less than 180 days.

The City shall pay and be responsible for the balance of expenses to include SRO's salary, benefits, vehicle, and equipment.

Funding responsibilities for subsequent years beyond the initial two (2)-year term will be negotiated between the School and the City subject to the right of either to provide notice of termination of this Agreement as set forth in Article I above.

The City and the School hereby acknowledge and agree that the financial arrangements underlying this agreement during its initial two-year term may be affected by certain contingencies. In particular, the parties acknowledge that the staffing plan for this agreement is promised upon the availability of the officer(s) to serve as the SRO. The parties agree that, should this officer(s) become unavailable for service during the contract term due to retirement, voluntary or involuntary separation from employment, or health reasons, the parties shall have a duty to negotiate in good faith with respect to the payment amount specified in this Article. The parties further acknowledge that the City's required CERS pension contribution for the SRO may be affected by circumstances that cannot be fully anticipated, including future legislation passed by the Kentucky General Assembly, changes to the City's required pension contribution rate, and/or new administrative regulations by the Kentucky Retirement Systems. The parties agree that, should the City's required pension contribution for the SRO increase significantly during the contract term, the parties shall have a duty to negotiate in good faith with respect to the payment amount specified in this Article.

### **ARTICLE V, Employment Status of the SRO**

The SRO shall remain an employee of the Elizabethtown Police Department and shall not be an employee of the School. The School and the City acknowledge that the SRO shall remain responsive to the chain of command of the Elizabethtown Police Department.

### **ARTICLE YI, Appointment of the SRO**

(A) The Chief of Police shall assign and appoint an officer who is qualified to be an SRO. The School shall approve or disapprove of such officer. If the School disapproves of an appointed officer, the School shall set forth the reasons for such disapproval in written notice to the City.

(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 full-time, certified and sworn police officer.
- (3) Applicants must have training as outlined in Article II (A), above.

(C) Among additional criteria for consideration of the SRO are job knowledge, experience, training, education appearance, attitude and communication skills.

### **ARTICLR VII, Dismissal of SRO Replacement of officer**

(A) In the event a principal of a school to which the SRO is assigned feels that the SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the Superintendent or designee that the SRO assignment be reviewed and shall state the reasons therefore in writing. Within five (5) working days of receiving the recommendation from the principal, the superintendent or his/her designee shall advise the Chief of Police or his/her designee of the participants request. If desired, the Superintendent and Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members

of the staff of the school to which the SRO is assigned may be required to be present. If, within the five (5) working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief of Police, the SRO shall be removed from the program at the school, and the Elizabethtown Police Department shall make every effort to identify a replacement following the process set out in Article VI.

(B) The Chief of Police may dismiss or reassign an SRO based upon Police Department Roles, Regulations and/or General Orders, as well as City Personnel Policies.

(C) In the event of the resignation, dismissal or reassignment of an SRO, the Chief of Police shall make every reasonable effort to identify a replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation or reassignment. Provided, however, that any such replacement shall have the required training and qualifications as outlined in Article II (A) and Article VI (B), above.

#### **ARTICLE VIII, Notices**

Any and 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:

**City**

City Hall

200 West Dixie Ave Elizabethtown, KY 42701

**School**

219 Helm Street

Elizabethtown, KY 42701

#### **ARTICLE IX, Good Faith**

The School, the Chief of Police and their agents and employees agree to

cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees.

#### **ARTICLE X, Modification**

This document constitutes the full understanding of the parties. No terms, conditions, understandings or agreement purporting to mollify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

#### **ARTICLE XI, Nonassignment**

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the School and Mayor is obtained.

#### **ARTICLE XII, Merger**

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

#### **ARTICLE XII, Insurance/Hold Harmless Clause**

It is understood and agreed that during the term of this Agreement and any renewal hereof, the City & the School shall maintain errors and omissions and general liability insurance at a minimum of five million dollars (\$5,000,000) per policy. Each party shall name the other, and its officers and employees, as additional insureds and providing insurance coverage for all negligent acts, omissions and services performed by the SRO or the School as described in this Agreement, including insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such negligent acts, omissions and services.

The parties agree to mutually indemnify and hold harmless the other from any

third party claims for damages for which either is not responsible.

**ARTICLE XIV, Severability**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision or this Agreement

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

ELIZABETHTOWN INDEPENDENT SCHOOLS

CITY OF ELIZABETHTOWN

By: \_\_\_\_\_  
Kelli Bush, Superintendent

By: \_\_\_\_\_  
Jeffrey H. Gregory, Mayor

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

