

City of Russellville, KY

**SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of the 2<sup>ND</sup> day of August, by and between the Russellville, KY Ind. School System and the City of Russellville, KY.

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 City of Russellville is created by Kentucky statute as a corporate entity with capacity to contract and be contracted with, pursuant to KRS Chapters 81 and 83; and

WHEREAS, the City of Russellville possesses authority over the Russellville 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 Russellville Ind. School System and City of Russellville as follows:

**ARTICLE I. 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 2<sup>ND</sup> of Aug and

expiring on \_\_\_\_\_. Either party may, at its option, terminate this Agreement by providing written notice to the other, (1) not later than June 1 for the following school year, or (2) by providing at least thirty (30) days' advance notice of intent to terminate.

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

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

### **(A) Training**

The SRO shall be a sworn law enforcement officer employed by the City of Russellville. The Russellville Police Department shall ensure the SRO completes all necessary training and certifications required by KRS Chapter 158.

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

(1) The City shall assign one, or more as agreed upon between Mayor and Superintendent, sworn police officer to serve as SRO, who shall serve all schools within the Russellville Ind. School System; pursuant to a schedule to be determined by the Police Department as requested by the principals of such schools.

(2) The SRO shall report directly to the day supervisor/sergeant within the Russellville Police Department, who, as the SRO's supervisor, will communicate with the school administration of the School to ensure the rendition of SRO services as outlined herein.

### **(C) Regular-Duty Hours of School Resource Officer**

The SRO shall perform a regular workweek of hours with such hours to be determined by SRO supervisor and pay to be based on the City of Russellville Pay and Classification Plan, Police Officer. It is agreed and understood, 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 City of Russellville 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 Russellville Police Department and is not an employee or agent of the Russellville Ind. School System. The SRO's duties and functions while assigned to the Russellville Ind. School System 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 Russellville 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 Russellville 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, in writing, 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 or potential school violations with school administration/staff they obtain during the course of their duties.

(12) 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 City of Russellville 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. After receiving a report from the principal, school administration, or staff, it shall be in the sole discretion

of the SRO and/or the Russellville Police Dept. whether law enforcement action is necessary and what action is appropriate.

(13) The School shall not request that the SRO assist in regularly assigned lunchroom duties, 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.

(14) 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 City of Russellville Police Department. School officials seeking any records generated by the SRO shall request such records through the custodian of records of the City of Russellville Police Department, as required of any citizen seeking such records.

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

The School should provide, if possible, the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties with Russellville High School to be considered the SRO's base school and the office facilities as outlined below to be provided at such school:

- (A) Access to an air-conditioned and properly lighted private office.
- (B) A location for files and records which can be properly locked and secured.
- (C) A desk with drawers, chair, work table, filing cabinet and office supplies.
- (D) Access to internet and/or computer hookup.

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

Financing of the SRO shall be determined via agreement with City of Russellville Mayor and Russellville Ind. City Schools Superintendent.

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

The SRO shall remain an employee of the Russellville 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 Russellville Police Department.

#### **ARTICLE VI. Appointment of the SRO**

The Chief of Police in consultation with City of Russellville Mayor shall designate an officer for the full-time SRO position.

#### **ARTICLE VII. Dismissal of SRO and 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 or her duties and responsibilities, the principal shall recommend to the Superintendent or designee that the SRO assignment be reviewed in the program at the school and should communicate their findings to the Chief of Police. If 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 a replacement identified as soon as possible.

(B) The Mayor or 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 Mayor or 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.

### **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: Russellville Police Dept. 104 SW Park Sq. Russellville, KY.

### **ARTICLE IX. Good Faith**

The School, the Mayor 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 Mayor or his designee.

### **ARTICLE X. Modification**

This document constitutes the full understanding of the parties. No terms, conditions, understandings or agreement purporting to modify 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 XIII. Insurance/Hold Harmless Clause**

It is understood and agreed that during the term of this Agreement and any renewal hereof, the City shall purchase and maintain errors and omissions and general liability insurance at a minimum of one million dollars (\$1,000,000) per policy for all negligent acts, omissions and services

performed by the SRO 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. Further, the City shall provide written proof of said coverage prior to execution of this Agreement and any time thereafter on request of the School. The insurance provided by the City shall be deemed primary coverage relating to the acts of the SRO and not excess. Irrespective of said agreement and covenant, the City shall indemnify and hold the Board of Education and any and all of its members, agents, officers, and employees in their respective individual and official capacities harmless from any and all acts, omissions, claims, damages, fees, expenses, and legal actions of any form or description arising from the performance of duties by the SRO under this Agreement.

**ARTICLE XIV. 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.

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

Russellville Ind. School System

By:  Interim Superintendent

ATTEST:



CITY OF Russellville, KY

By:  Mayor

ATTEST:






City of Russellville, KY

SRO MOU Supplement 2023/ Monetary Agreement for SRO/s provided

The current amount required for a 50/50 split of cost for two full-time SROs provided to RISD's two campuses is **\$43,290**. Approximating 1400 hours per SRO for a school year, this figure comes to *\$15.47* for RISD (50/50 split) per hour per SRO. Should the Russellville Police Dept. be unable to provide two (2) full-time SROs due to staffing issues, then the total amount mentioned above for the school year would be adjusted accordingly by prorating.

Russellville Ind. School System

City of Russellville, KY

  
By: *Interim Superintendent*

  
By: Mayor

ATTEST:



ATTEST:

