

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, by and between the Beechwood Independent Public School District (“School”) and the City of Fort Mitchell (“the City”).

WITNESSETH:

WHEREAS, as part of HB 330 and as particularly codified in KRS 158.4414, the 1998 General Assembly authorized the provision of school resource officer (“SRO”) services by means of a contract 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 160.160, 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 contracted with, pursuant to KRS Chapters 81 and 83; and

WHEREAS, the City possesses authority over the Fort Mitchell 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 158.4414 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 I. Overview

It is the intent and provision of this Agreement 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 July 1, 2025 and expiring on June 30, 2027. 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 one hundred twenty (120) days' 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. Prior to the assignment of a person to serve as SRO, the City shall certify in writing to the Superintendent of the Beechwood Independent School District that such person has had specialized training to work with youth at a school site. Such training may consist of university coursework for potential SRO candidates, law enforcement coursework addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (e.g., D.A.R.E.).

(B) Assignment of School Resource Officer

(1) The City shall assign one police officer to serve as SRO, who shall serve the following schools: Beechwood High School and Beechwood Elementary School, pursuant to a schedule to be determined in conjunction with the principals of such schools, the Superintendent of the Beechwood Independent School District, the Mayor of the City of Fort Mitchell, and the Chief of Police of the City of Fort Mitchell, which will allow for regular rendition of services at said schools.

(2) The SRO shall report directly to the patrol supervisor as assigned by the Chief of Police within the Fort Mitchell Police Department, who, as the SRO's supervisor, will communicate with the administration of the School in providing for 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 and pay to be based on the City of Fort Mitchell's pay plan. Such hours shall be 7:30 a.m. to 3:30 p.m., with a one-hour paid lunch break. It is agreed and understood that pursuant to clause (D) below, the principal may request the SRO from time to time to attend meetings of parents/faculty and school functions and the SRO shall be expected to attend when, in the exercise of his discretion, his attendance is necessary to achieve a legitimate law enforcement objective. The SRO shall be permitted to assist the City of Fort Mitchell 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 Fort Mitchell 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. 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/her capacity as a law enforcement officer.

(2) The SRO will assist school personnel with maintaining order in and about the school, 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 students or others, and interacting in a positive, professional manner

with all students, parents, School District staff, and other persons whom the SRO may encounter while on assignment in the School District.

(3) The SRO shall make a good faith effort to become familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc.

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

(5) Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to School Policy, City of Fort Mitchell Policy, Fort Mitchell Police Department Policy, 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 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 Fort Mitchell Police Department, and those laws of the Commonwealth of Kentucky which govern law enforcement officers and peace officers. As soon as practicable and where legally permitted, the SRO shall, in writing, make the principal of the school aware of such action.

(7) 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.

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

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

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

(11) 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. 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.

(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, 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 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 Fort Mitchell Police Department, is authorized to receive and appropriately act on any of such foregoing reports and the afore- mentioned school personnel may satisfy such reporting requirements by advising the SRO of activities believed to fall within the foregoing statutory directives.

(13) The SRO is not to be used for 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) The SRO shall provide assistance to the school and its personnel in the morning and afternoon traffic control and enforcement during their normal shift hours as may be requested by the Superintendent. The parties agree that no financial contribution of the Beechwood School District shall be utilized toward

traffic control and enforcement, and all such financial contribution shall be allocated from the City's contribution.

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 Beechwood 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 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.
- c. A desk with drawers, chair, work table, filing cabinet and office supplies.
- d. Access to a computer.
- e. Internet access.

ARTICLE IV. Financial Arrangements of the SRO Program

The financing of the SRO will be as follows for the two (2)-year term:

For the first year of the contract term, School shall pay to the City the sum of \$67,500.00 for the first year, plus the overtime rate for hours worked over forty (40) hours per week. Such \$67,500.00 shall be paid in four quarterly installments, one installment of \$16,875.00 to be paid to the City at the end of each quarter (September 30th, December 31st, March 31st and June 30th). Any additional amounts owing for overtime work shall be paid by the School within thirty (30) days after the last day of the month in which the overtime was incurred. The City shall provide the School with an invoice showing any overtime hours worked by the SRO.

For the second year of this contract, the annual amount paid by the School shall increase by two (2) percent. Payments in each year of the term will continue to be paid in four equal quarterly installments at the end of each quarter.

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 premised upon the availability of the officer who has served as the SRO for the parties for the past 7 years. The parties agree that, should this officer 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 Fort Mitchell 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 Fort Mitchell Police Department.

ARTICLE VI. Appointment of the SRO

(A) The Mayor shall assign and appoint an officer who is qualified to be an SRO. The School shall approve or disapprove of such officer by written notice to the City. If the School disapproves of an appointed officer, the School shall set forth the reasons for such disapproval in the 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 with a minimum of three (3) years of law enforcement experience.

(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.

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 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 Mayor or his/her designee of the principal's request. In the event the Superintendent feels the SRO is not performing his or her duties effectively, the Superintendent shall so advise the Mayor. If the Mayor so desires, 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 a replacement shall be obtained following the process set out in Article VI.

(B) The Mayor, City Administrator 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 shall provide 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:

Superintendent
Beechwood School District
54 Beechwood Road
Fort Mitchell, KY 41017

Mayor
City of Fort Mitchell
2355 Dixie Highway
Fort Mitchell, KY 41017

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 their designees.

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 Board 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 comprehensive errors and omissions and general liability insurance per policy naming the school, and its officers and employees, as additional insureds and providing insurance

coverage 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.

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 the city harmless for any acts, omissions, or negligence of school district insureds.

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.

BEECHWOOD INDEPENDENT
SCHOOL DISTRICT

CITY OF FORT MITCHELL

By: Chairperson,
Beechwood Board of Education

By: Jude Hehman, Mayor

ATTEST:

ATTEST:

Secretary, Board of Education

Amy Guenther, City Clerk