

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

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made by and between the Marion County Board of Education (“school”) and the Marion 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 158.440, 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 the date of final approval by the Board of Education or the Sheriff, whichever is later.

### WITNESSETH:

WHEREAS, KRS 158.4414, authorizes 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 160.160, with legal authority to enter into contracts; and

WHEREAS, the Marion County Sheriff’s Department is a local law enforcement agency as contemplated by KRS 158.441 and KRS 158.4414; and

WHEREAS, it is the intent and desire of the sheriff and school to provide for the services of an SRO, as set forth herein and as authorized pursuant to KRS 158.4414;

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 sheriff 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, commencing upon final approval and expiring on July 1, 2027. Either party may, at its option, terminate this agreement by providing written notice to the other, by providing at least thirty (30) days advance notice of intent to terminate. Any such notice shall be furnished as provided in Article VIII herein below. Unless terminated, this agreement shall expire July 1, 2027.

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

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

### **(A) Training**

The SRO shall be a sworn law enforcement officer employed by the Marion County Sheriff. Prior to the assignment of a person to serve as SRO, the sheriff shall certify in writing to the school that the person has met the training requirements established in KRS 158.4414 or is eligible to meet the training requirements and that the Marion County Sheriff is enrolling the person in such training. Any replacement SRO under this agreement shall also have specialized training as contemplated by KRS 158.4414(5).

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

(1) The sheriff shall assign one regularly employed officer to serve as SRO, who shall primarily serve the Marion County Middle School, and shall also provide services as requested by the superintendent/designee at Calvary Elementary and West Marion Elementary.

(2) If a trained SRO becomes unavailable for any reason under this agreement (e.g., sickness, workers compensation, military leave, 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 IV 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 IV, the sheriff shall refund the unused portion to the school district.

(3) The SRO shall report directly to the day supervisor/sergeant within the Marion County Sheriff's Department, who, as the SRO's supervisor, will communicate with the District Superintendent 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. Such hours shall be 7:30 a.m. to 3:30 p.m. with lunch breaks as dictated by sheriff's policy as discussed between the SRO's supervisor and school administration. 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 only when necessary, in a law enforcement capacity. The SRO shall assist the Marion County Sheriff's 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 employee of the Marion County Sheriff's 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 Marion County Sheriff's Department Policy, Kentucky Revised Statutes, and other legal requirements.

(4) The SRO may, by way of the exercise of their discretion as a sworn police officer, take law enforcement action as they deem 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 Marion County Sheriff's 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 their 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. KRS 158.4414(2).

(9) The SRO may share information regarding issues or 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 any school employee is directed by law to report to the "appropriate law enforcement agency" under KRS 158.155(10) ("threats or plans of violence;" "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; use, possession or sale of a controlled substance in violation of the law; or damage to the property"), and those activities which a principal is directed to report to the "local law enforcement agency" under KRS 158.156 (any instance where a student has been the victim of a felony offense specified in KRS Chapter 508), it is agreed and

understood that the SRO, as an employee of the Marion County Sheriff's 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, 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 their lunch in the school cafeteria with the students.

(12) Any records generated by the SRO in the course of their official duties with the school, including but not limited to, reports, bodycam footage, notes, interviews, etc., are official records of the Marion County Sheriff's Department. School officials seeking any records generated by the SRO shall request such records through the custodian of records of the Marion County Sheriff's Department, as required of any citizen seeking such records.

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

Each school shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties 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, worktable, 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 one-year term:

The District will pay for 100% of the SRO's wages (including, but not limited to, taxes,

(occupational, unemployment and FICA), CERS, insurance and proportional benefits **for the days the SRO works in the schools** as detailed herein. The Parties agree the SRO's duty hours under this contract are deemed "regular" duty hours, and that the Marion County Sheriff's Department is responsible for any overtime incurred by the SRO unless the District requests the SRO to work beyond the hours specified in Paragraph II (C). The sheriff shall provide the school with a detailed invoice at the end of each month for payment.

Funding responsibilities for subsequent years will be negotiated between the school and the sheriff subject to the right of either party to provide notice of termination of this agreement as set forth in Article I above.

The sheriff and the school hereby acknowledge and agree that the financial arrangements underlying this agreement during the 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. 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 sheriff'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 sheriff's required pension contribution rate, and/or new administrative regulations by the Kentucky Retirement Systems. The parties agree that, should the sheriff'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.

The Marion County Sheriff's Department will be fully responsible for the SRO's uniform and equipment (including firearms and ammunition), vehicle (including fuel and maintenance), and training.

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

The SRO shall remain an employee of the Marion County Sheriff's Department and shall not be an employee of the school. The school and the sheriff acknowledge that the SRO shall remain responsive to the chain of command of the Marion County Sheriff's Department.

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

(A) The sheriff 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 sheriff. If the school disapproves of an appointed officer, the school shall set forth the reasons for such disapproval in the notice to the sheriff.

(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 holding a Kentucky Peace Officer Professional Standards Certification.

(3) Applicants must have training as outlined in Article II, 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 their designee shall advise the sheriff or their designee of the principal's request. If the sheriff 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 sheriff, the SRO shall be

removed from the program at the school, and the Marion County Sheriff's Department shall make every effort to identify a replacement following the process set out in Article VI.

(B) The Sheriff/designee may dismiss or reassign an SRO based upon sheriff department rules, regulations, and/or general orders, as well as county personnel policies.

(C) In the event of the resignation, dismissal, or reassignment of an SRO, the sheriff 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:

Superintendent  
MARION COUNTY BOARD OF EDUCATION  
755 EAST MAIN STREET  
LEBANON, KY 40033

Sheriff  
MARION COUNTY SHERIFF  
223 N SPALDING AVE  
LEBANON, KY 40033

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

The school, the sheriff, 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 sheriff 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. Non-assignment**

This agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the school and sheriff 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 sheriff shall ensure that the SRO is covered by the liability and omissions and general liability insurance policy of KACO in his\her line of duty, and , 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 sheriff 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 sheriff 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 sheriff 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.

MARION COUNTY BOARD OF EDUCATION

MARION COUNTY SHERIFF

By: \_\_\_\_\_  
Chris Brady, Superintendent

By: \_\_\_\_\_  
Ray Gardner, Sheriff

ATTEST:

ATTEST:

By: \_\_\_\_\_

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