

Policy # 2.03 Memorandum of Understanding	Related Policies: 7.6
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Applicable State Statutes:	
KACP Standard:	
Date Implemented: 11/11/2019	Review Date:

SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of the _____ day of _____, by and between the **Glasgow Independent Schools ("School District")** and the **Glasgow Police Department ("GPD")**.

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 (statute), with legal authority to enter into contracts; and

WHEREAS, the Glasgow Police Department is within the City and 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, it is the intent and desire of the Glasgow Police Department and City School Districts 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 City School District and Glasgow Police Department as follows:

ARTICLE I. Overview

Purpose:

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 City School Districts Attendance and expiring on the last day of attendance for the School District. 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. Any such notice shall be furnished as provided in Article VIII herein below.

ARTICLE II. Rights and Duties of the Glasgow Police Department

Policy:

The GPD 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 Glasgow. Prior to the assignment of a person to serve as SRO, the GPD shall meet the training requirements established in KRS 158.4414 and that the City of Glasgow is enrolling the person in such training.

(B) Assignment of School Resource Officer

(1) The GPD shall assign one regularly employed police officer at each of the following schools to serve as SRO, who shall serve the following schools: Glasgow High School, Glasgow Middle School, Highland Elementary, Glasgow Preschool Academy (Elementary/preschool); and South Green Elementary, pursuant to a schedule to be determined by the Glasgow Police Department.

(2) The SRO shall report directly to the day supervisor/sergeant within the Glasgow 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 forty (40) hours. Such hours shall be during normal school hours. It is agreed and understood that pursuant to clause (D)(2)(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 City of Glasgow Police Department in the event of emergency situations.

(D) Duties of School Resource Officer

(1) The SRO is a law enforcement officer of the Glasgow 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 Glasgow 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 Glasgow 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 Glasgow 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.

(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 Glasgow Police Department. School officials seeking any records generated by the SRO shall

request such records through the custodian of records of the City of Glasgow 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 assigned 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 internet service for Officers Computer that is assigned to them.

ARTICLE IV. Financial Arrangements of the SRO Program

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

Glasgow Independent School District shall pay to the Glasgow Police Department the sum of **\$20,000.00** per School/SRO. This shall be paid annually to the City of Glasgow. The bill shall be paid within forty-five (45) days of the receipt/invoice for each year this Agreement remains in existence and in effect. The School District will pay an additional **\$3,000.00** for the SRO training per school calendar year.

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

The Glasgow Police Department and the City School District 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 serves as the SRO. The parties agree that, should Glasgow Police Officers 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 Glasgow Police Department and shall not be an employee of the School. The School and GPD acknowledge that the SRO shall remain responsive to the chain of command of the Glasgow Police Department.

ARTICLE VI. Appointment of the SRO

- (A) The Chief of Police or his or her designee shall assign and appoint an officer who is qualified to be an SRO.
- (B) SRO applicants must meet the following requirements:

- (1) The applicant must be a certified sworn police officer.
- (2) 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 the Chief of Police feels that the SRO is not effectively performing his or her duties and responsibilities, the Chief of Police shall reassign a new SRO.

(B) The Chief of Police or his or her designee 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 or his or her Designee shall make every reasonable effort to identify a replacement for the SRO within thirty (30) calendar days. 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 delivered to the Chief of Police or his or her designee:

ARTICLE IX. Good Faith

The School, the Chief 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 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 Chief 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

Officers with the City of Glasgow will be covered under the Insurance with the City.

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 Chief of Police and Superintendent of the City School District.

Witness the Signatures of the parties as of the date set forth above.

GLASGOW POLICE DEPARTMENT

BY:

Jennifer Arbogast, Chief

GLASGOW INDEPENDENT SCHOOLS

BY:

Keith Hale, Superintendent

COMMONWEALTH OF KENTUCKY
COUNTY OF BARREN

On the _____ day of _____, 2019, the foregoing instrument was acknowledged, subscribed and sworn to before me by **JENNIFER ARBOGAST, Chief of the Glasgow Police Department**, on behalf of **GLASGOW POLICE DEPARTMENT**, who personally appeared before me and is known to me (or who produced sufficient evidence that he is the person described in and who executed the foregoing instrument).

NOTARY PUBLIC-KY AT LARGE

My Commission Expires: _____

COMMONWEALTH OF KENTUCKY

COUNTY OF BARREN

On the _____ day of _____, 2019, the foregoing instrument was acknowledged, subscribed and sworn to before me by **KEITH HALE, Superintendent of the Glasgow Independent Schools**, on behalf of **GLASGOW INDEPENDENT SCHOOLS**, who personally appeared before me and is known to me (or who produced sufficient evidence that he is the person described in and who executed the foregoing instrument).

NOTARY PUBLIC-KY AT LARGE

My Commission Expires: _____