

RESOLUTION NO. 10, 2019

A RESOLUTION OF THE CITY OF PARK HILLS IN KENTON COUNTY, KENTUCKY, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH COVINGTON CATHOLIC HIGH SCHOOL CONCERNING THE APPOINTMENT OF A SCHOOL RESOURCE OFFICER

WHEREAS, Covington Catholic is a private Catholic high school located in Park Hills, Kentucky, and is operated by the Roman Catholic Diocese of Covington; and

WHEREAS, the City of Park Hills 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 City of Park Hills and Covington Catholic to provide for the services of a school resource officer under the circumstances described in the attached Memorandum of Understanding Concerning Appointment of School Resource Officer; and

NOW THEREFORE, the City Council of the City of Park Hills hereby approves the attached Memorandum of Understanding between the City of Park Hills and Covington Catholic High School Concerning Appointment of School Resource Officer (the “SRO Memorandum”);

FURTHER RESOLVED, that Mayor Zembrodt is hereby authorized to execute the attached SRO Memorandum;

FURTHER RESOLVED, that Mayor Zembrodt is authorized to amend, modify, execute and/or deliver any and all documents that she deems necessary and advisable in order to complete the transaction authorized by this resolution and to perform such other acts, as in her judgment may be necessary or appropriate in order to effectuate the intent and purposes of the foregoing resolution.

Adopted this ____ day of April, 2019.

Certified by: _____
Kathy Zembrodt, Mayor

Attested by: _____
Julie Alig, City Clerk

**MEMORANDUM OF UNDERSTANDING CONCERNING APPOINTMENT OF
SCHOOL RESOURCE OFFICER**

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is made and entered into as of the ____ day of May 2019, by and between Covington Catholic High School (“Covington Catholic”) and the City of Park Hills, Kentucky (“the City”).

RECITATIONS

WHEREAS, Covington Catholic is a private Catholic high school located in Park Hills, Kentucky, and is operated by the Roman Catholic Diocese of Covington; 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 Park Hills Police Department, which has been created as a department and agency of the City’s government by ordinance; and

WHEREAS, it is the intent and desire of the City and Covington Catholic to provide for the services of a school resource officer under the circumstances described below;

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

I. Overview

The purpose of this Agreement is to provide for the safety and security of children attending Covington Catholic. It is the intent 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, for a three-year term commencing on May 1, 2019 and expiring on

May 1, 2022. 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 Section VIII below.

II. Rights and Duties of the City

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

(A) Assignment of School Resource Officer

- (1) The City shall assign one regularly employed police officer to serve as SRO.
- (2) The SRO shall report directly to the Chief of Police of the Park Hills Police

Department, who shall serve as the SRO's supervisor.

(B) Training

The SRO shall be a sworn law enforcement officer employed by the City and with specialized training to work with youth at a school site pursuant to KRS Chapter 158. Prior to the assignment of the SRO, the City shall certify in writing to the Principal of Covington Catholic that the SRO has complied with the training requirements in KRS Chapter 158 and implemented by the Kentucky Department of Criminal Justice Training ("DOCJT"). The SRO must complete the SRO I designation prior to serving as the SRO.

(C) Regular-Duty Hours of School Resource Officer

The SRO will be assigned to Covington Catholic for no more than one hundred seventeen (117) days per year. The SRO shall work daytime, school-day hours at Covington Catholic. The SRO shall assist the City of Park Hills 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 Park Hills Police Department and is not an employee or agent of Covington Catholic. The SRO's duties and functions while assigned to Covington Catholic 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 which 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 the Park Hills Police Department Policy, Kentucky Revised Statutes and other legal requirements with regard to such interviews.

(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 Park Hills Police Department, and those laws of the Commonwealth of Kentucky which govern law enforcement officers and peace officers.

(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 shall 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) Pursuant to KRS Chapter 158, 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 Covington Catholic 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.

(9) 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.

(10) 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.

III. Duties of Covington Catholic

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

(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 typewriter and computer.
- (E) Internet access.

IV. Financial Arrangements of the SRO Program

The financing of the SRO will be as follows for the three (3)-year term:

Covington Catholic shall pay to the City the sum of \$40,266 annually, which represents, in part, the costs of FICA, Workers' Compensation insurance, and disability insurance with respect to the SRO. Payment shall be made to the City monthly on the first calendar day of each month beginning September 1, 2019, through May 1 of each year, in the amount of \$4,474 per month. The City shall pay and be responsible for the balance of expenses to include SRO's salary, benefits it may choose to offer, vehicle, and equipment.

The City and Covington Catholic hereby acknowledge and agree that the financial arrangements underlying this agreement may be affected by certain contingencies. In particular, the parties acknowledge that the staffing plan for this Agreement is premised upon the availability of an officer who has agreed to serve as the SRO. 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, Covington Catholic shall have a duty to negotiate in good faith with respect to the financial arrangement specified in this Agreement.

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, Covington Catholic shall have a duty to negotiate in good faith with respect to the financial arrangement specified in this Agreement.

This Agreement may be renewed for additional three-year terms, by mutual agreement. Covington Catholic, however, may not request a modification of the financial arrangement for a renewal term unless such request is made in writing sixty (60) days prior to the termination of this Agreement.

V. Employment Status of the SRO

The SRO shall remain an employee of the Park Hills Police Department and shall not be an employee of Covington Catholic. Covington Catholic and the City acknowledge that the SRO shall remain responsive to the chain of command of the Park Hills Police Department.

VI. Appointment of the SRO

(A) The Mayor shall assign and appoint an officer who is qualified, or will become qualified, to be an SRO.

(B) SRO applicants must meet the following requirements:

(1) The applicant must be a full-time, certified and sworn police officer with a minimum of three (3) years of law enforcement experience.

(2) Applicants must have training as outlined in Section II(A), above.

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

VII. Dismissal of SRO and Replacement of Officer

(A) The City may dismiss or replace an SRO.

(B) In the event of the resignation, dismissal or replacement of an SRO, the City shall make every reasonable effort to identify a replacement for the SRO within thirty (30) calendar days of such dismissal, resignation or replacement.

VIII. Notices

Any and all notices or any other communications given or required to be given shall be in writing and shall be deemed to have been properly given if sent by U.S. certified mail, postage prepaid, return receipt requested, personal delivery, or by overnight delivery service, addressed as follows:

To the City: City of Park Hills
Attention: Mayor
1106 Amsterdam Road
Park Hills, Kentucky 41011

With a copy to: Hemmer DeFrank Wessels PLLC
Attention: Kyle M. Winslow, Esq.
250 Grandview Drive, Suite 500
Fort Mitchell, Kentucky 41017

To Covington Catholic: Covington Catholic High School
Attention: Principal
1600 Dixie Highway
Park Hills, Kentucky 41011

IX. 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.

X. Nonassignment

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

XI. 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.

XII. 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.

The City:

City of Park Hills, Kentucky

By: _____
Kathy Zembrodt, Mayor

Covington Catholic:

Covington Catholic High School

By: _____
Authorized Agent