

MUNICIPAL ORDER NO. 6, 2025

AN ORDER OF THE CITY COUNCIL OF THE CITY OF PARK HILLS, KENTUCKY
AUTHORIZING AND DIRECTING MAYOR KATHY ZEMBRODT TO EXECUTE A
MEMORANDUM OF UNDERSTANDING CONCERNING APPOINTMENT OF SCHOOL
RESOURCE OFFICER FOR NOTRE DAME ACADEMY

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF PARK HILLS,
KENTUCKY, as follows:

SECTION I

That Mayor Kathy Zembrodt shall be and is hereby authorized and directed to execute a Memorandum of Understanding Concerning Appointment of a School Resource Officer for Notre Dame Academy, pursuant to the terms, conditions and provisions set forth in the Agreement, a copy of which is attached hereto, made a part hereof and incorporated by reference.

SECTION II

That this Order shall be signed by the Mayor, attested to by the City Clerk, recorded and effective upon adoption.

ADOPTED: *March 10, 2025*



MAYOR KATHY ZEMBRODT

ATTEST:



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 10 day of March, 2025, by and between Notre Dame Academy ("NDA") and the City of Park Hills, Kentucky ("the City").

RECITATIONS

WHEREAS, NDA 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 NDA 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 NDA and the City as follows:

I. Overview

The purpose of this Agreement is to provide for the safety and security of students attending NDA. 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, 2025 and expiring on May 1, 2028.

Either party may, at its option, terminate this Agreement during said term by providing at

least one-hundred twenty days' (120) written notice of intent to terminate. Any such notice shall be furnished as provided in Section VIII below.

II. Rights and Duties of the City

A. Assignment of School Resource Officer

1. The City shall assign one mutually agreed upon, 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 will 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 NDA that the SRO has complied with the training requirements in the KRS Chapter 158 and implemented by Kentucky Department of Criminal Justice Training ("DOCJT"). The SRO must complete the SRO I designation within a year of this agreement.

C. Regular-Duty Hours of School Resource Officer

The SRO will be assigned to NDA for no more than one hundred seventeen (177) days per year. The SRO shall work daytime, school-day hours at NDA. The SRO shall assist the City of Park Hills Police Department in the event of emergency situations (e.g., officer down, active shooter).

C. 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 NDA. The SRO's duties and functions while assigned to NDA 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 shall 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, which shall be conducted in coordination with the administration of NDA .

(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 NDA 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 Notre Dame Academy

NDA 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 computer.
- (E) Internet access.

IV. Financial Arrangements

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

NDA shall pay the City the sum of \$59,649 annually, which represents, ^{Salary K.Z.} ~~in part,~~ the _{→ K} 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 May 1, 2025 through April 1, 2026 each year, in the amount of \$6627.67 per month.

The City and NDA 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 further acknowledge ~~that the City's required CERS pension~~ ^{M/A K.Z. → K} ~~contribution for the SRO may be affected by circumstances which 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, Park Hills

may terminate this Agreement in accordance with Section I above. In no event shall NDA's annual financial obligation exceed \$59,649.

This Agreement may be renewed for additional three-year terms, by mutual agreement. NDA, 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 NDA. Notre Dame Academy and the City acknowledge that the SRO shall remain responsive to the chain of command of the Park Hills Police Department. Park Hills Police Department is responsible for payment of salary, FICA, workers compensation, insurance and disability insurance. NDA has no obligation to ensure payment is applied to those items.

VI. Appointment of the SRO

(A) The Mayor shall assign and appoint an officer who is qualified, or will become qualified within a year, 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 agree to obtain the 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 sixty (60) calendar days of such dismissal, resignation or replacement. If no replacement is found within sixty (60) days, the Agreement shall terminate with no further financial obligation to either party.

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, KY 41011

With a copy to: Dan Braun, Attorney
526 Greenup Street
Covington, KY 41011

To Notre Dame Academy: Notre Dame Academy
Attention: Principal
1906 Hilton Drive
Park Hills, KY 41011

IX. Modification

This document constitutes the full understanding of the parties. No terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

X. Non Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of NDA as 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

Notre Dame Academy:

Notre Dame Academy

By: 

Jane Kleier, Interim President/CCO