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| Policy #  School Resource Officer | Related Policies:  Body-Worn Camera  Media/Public Information |
| *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 for internal discipline and/or criminal charges.* | |
| Applicable State Statutes: KRS 158.4414/KRS 14431/KRS 600-645 | |
| |  |  | | --- | --- | | Date Implemented: | Revision Date: September 17, 2025 |   KACP Accreditation Standard: | |

1. **Purpose:** The purpose of this policy is to direct operations of school resources officers, to include the cooperative efforts of the school board and this agency in promoting a safe public school environment in accord with the Kentucky Revised Statutes.
2. **Policy:** It is the policy of this agency to work in conjunction with the local school board in providing a safe environment to enhance the public education of students. In doing so, “guardians” under KRS 158.4431 may be assigned to provide security to meet the mandates promulgated by the Kentucky Legislature after consultation with and approval of the school security marshal.
3. **Definitions:**
   1. **School Resource Officer (SRO)-** a sworn law enforcement officer who has been certified as a Level I, Level II, or Level III officer under the requirements of the KRS. Note: Where resources are insufficient, statutory law allows for sworn officers certified as SROs outside of this agency to be assigned by our school board to fill this mandate.
   2. **School Resource Officer Levels**
      1. **Level I-** Requires 40-hour Certification to be completed within one year of employment.
      2. **Level II-** Requires Level I Certification plus an additional 40-hours of Level II training within first two years of employment.
      3. **Level III-** Requires Level I and Level II Certification plus an additional 40 hours training within the first two years of employment.
   3. **Memorandum of Agreement-** An agreement between the local school board and this agency covering the roles and responsibilities of each agency.
4. **Procedure:**
   1. **Duties of the School Resource Officer include the following:**
      1. Proactively promoting a safe and secure campus
      2. Providing a visible deterrent to criminal activity on school property
      3. Responding to reported criminal activity and disturbances on school property
      4. Investigating crimes occurring on their assigned school property or crimes related to school functions, as well as crimes stemming from incidents on school property
      5. Assist in the development of crime-prevention programs at the school if requested to do so by school officials and with supervisory authorization
      6. Monitor the school facility for safety and security concerns and document any potential breaches of security or safety concerns observed
      7. Assist staff when a law enforcement response is necessary
   2. **School Resource Officers** **will not be authorized to enforce disciplinary or administrative school rules.** School resource officers can only take enforcement action under a proper law enforcement authority. Officers will not take action for:
      1. Failure to follow classroom rules or disruptive behavior by students
      2. Dress code violations
      3. Failure to follow hall pass rules
      4. Failure to participate in or being unprepared for class
      5. Truancy, excessive tardiness, or cutting class
      6. Possession or use of, cell phones, or other electronic devices
      7. Possession of items prohibited by the school, but which are not illegal to possess
      8. Public displays of affection
      9. Verbal altercations
   3. **Investigating Incidents Involving Students**
      1. Assigned SROs should be familiar with the memorandum of agreement between the school board and this agency and follow any investigative protocols outlined by the agreement unless doing so would place any person at risk of harm.
      2. In most cases, SRO investigations will be limited to events that occur on school property or that have a direct connection to the school.
      3. SROs should not become a primary investigator in a crime that occurs on school grounds where special investigative skills are required such as sexual assaults.
      4. SROs may investigate crimes that have no direct relationship to the school where a delay in investigating may result in danger to any person, escape of a serious criminal suspect, or the destruction of evidence. A supervisor should be notified as soon as practical of this type of investigation.
   4. **Interviewing Students**
      1. Interviews by SROs or other officers will be in accordance with the current agreement between the department and the school district along with applicable local, state and federal laws. The following procedures will apply:
      2. If an officer is investigating allegations that a student is the victim of dependency, neglect or abuse, the SRO will consult with the school official before any notification to the student’s parent/guardian that the interview has occurred or will occur.
      3. If an officer is investigating allegations that a student is the victim of or witness to a crime occurring on school property or during a school-sponsored event, the SRO should interview the student as soon as possible. Notification to a parent/guardian should be made as soon as practicable in accordance with the MOU between the department and the school district.
      4. The notification of a parent or guardian may be disregarded in cases where the parent or guardian is suspected of perpetrating the crime against the student.
   5. **Interrogation of Students**
      1. Interrogations by SROs or other officers should be in accordance with the current MOU between the department and the school district and applicable local, state, and federal laws.
      2. When a juvenile is taken or received into custody, the officer shall immediately inform the juvenile of his or her constitutional rights and afford them the protections required thereunder. KRS 610.200(1).
      3. When officers seek to interrogate a student who is a suspect in a crime occurring off school property, unless an exigency exists, the officer should conduct the interrogation off school property and outside school hours. The student should not be removed from the school to conduct the interrogation.
      4. When officers seek to interrogate a student, who is a suspect in a crime occurring on school property, the officer should interrogate without delay if there is an imminent threat to the health or safety of the school, student(s), staff or faculty or other person(s). It should be noted that in cases of significant threats of weapons or other dangerous items, the public safety exception to *Miranda* may apply. If there is no imminent threat, the officer can allow the school official to conduct an administrative investigation outside of the officer’s presence before any interrogation. The officer can then proceed with the investigation as he/she would any other investigation.
      5. When an SRO is involved or if a school administrator is working in concert with the SRO in obtaining incriminating statements, the student shall be advised of his/her Miranda warning.
   6. **Response to Resistance:**
      1. Any response to resistance by an SRO must comply with federal and state law, as well as this agency's policies and training on Response to Resistance.
      2. An SRO involved in a response to resistance event will report the response to resistance to a supervisor as soon as practical.
      3. A supervisor should respond to all response to resistance events by SROs at the school. If no supervisor is on duty, attempts should be made to call a supervisor into on-duty status to start a RCAR investigation.
   7. **Searches**
      1. All searches of persons and/or property will be in accordance with federal and state law as well as the search and seizure policies of this agency.
      2. While school officials have broader authority to search, including the lower standard of reasonable suspicion and the ability to search for evidence of school rule violation, the SRO is restricted to law enforcement’s authority to search.
      3. SROs cannot use school personnel as an agent by directing the school official to conduct a search of a student based on the school official’s broader authority.
   8. **Body-Worn Camera -** Due to confidentiality with respect to juveniles as well as permanent school records, special considerations must be adopted with respect to video recordings of juveniles in schools.
      1. Audio/Video captured by an SRO implicates some privacy issues related to juveniles.
      2. SROs SHALL NOT release any audio/video recordings to school personnel.
      3. Videos containing multiple students will not be shown to involved students’ parents during an investigation.
      4. All request for audio / video recordings captured by SRO will be submitted to the custodian of records.
      5. The custodian of records will not release without a proper review by legal authority. (reference KRS Chapter 600-645)
5. **Agency Responsibilities:**
   1. Local boards of education, school district superintendents, administrators of state-controlled facilities, and **local and state law enforcement agencies shall** cooperate to assign one (1) or more certified school resource officers to serve each campus where one (1) or more school buildings are used to deliver instruction to students on a continuous basis.
   2. This agency will enter into a memorandum of understanding with the local board that specifically states the purpose of the school resource officer program and clearly defines the roles and expectations of each party involved in the program. The memorandum shall provide that the school resource officer shall not be responsible for school discipline matters that are the responsibility of school administrators or school employees.
   3. The agency will ensure that the SRO receives certification within the time limits outlined by the KRS unless one of the statutory exemptions has been granted.
   4. Any school resource officer who fails to successfully complete training requirements within the specified time periods, including any approved time extensions, shall lose his or her school resource officer certification and shall no longer serve in the capacity of a school resource officer in a school.
   5. A school resource officer who has lost school resource officer certification due solely to the officer’s failure to meet the training requirements of this section may regain certification status as a school resource officer and may resume service in the capacity of a school resource officer in a school setting upon successful completion of the training deficiency.

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“school”) and the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the city”). The city 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 et seq. It is the school district’s intention to contract with the city to allow law enforcement services by law enforcement officers in and around its schools and it is the intention of the city 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 \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

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 (statute), 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_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**

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 one-year term commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and expiring on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. 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 \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**ARTICLE II. Rights and Duties of the City**

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

1. **Training**

The SRO shall be a sworn law enforcement officer employed by the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Prior to the assignment of a person to serve as SRO, the city 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 City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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).

1. **Assignment of School Resource Officer**
   1. The city shall assign one regularly employed police officer to serve as SRO, who shall serve the following schools:\_\_\_\_, pursuant to a schedule to be determined by the police department as requested by the principals of such schools.
   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 city 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 city 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 city is unable to provide a replacement, and the costs to the city under this agreement are less than the budget specified in Section IV, the city shall refund the unused portion to the school district.
   3. The SRO shall report directly to the day supervisor/sergeant within the\_\_\_\_\_\_ Police Department, who, as the SRO’s supervisor, will communicate with the\_\_\_\_\_\_\_\_\_\_\_\_\_[school safety coordinator, school principal or District superintendent] of the school to ensure the rendition of SRO services as outlined herein.
2. **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 grade of \_\_\_\_\_ in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pay and Classification Plan, police officer. Such hours shall be \_\_\_\_\_\_ a.m. to \_\_\_\_\_\_\_\_ p.m. with lunch breaks as dictated by city 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 City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Police Department in the event of emergency situations (e.g., officer down, active shooter).

1. **Duties of School Resource Officer**
   1. The SRO is a law enforcement officer of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 \_\_\_\_\_\_\_ Police 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 \_\_\_\_\_\_\_\_\_\_\_ 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 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.

1. 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 of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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.
2. 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.
3. 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 City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Police Department. School officials seeking any records generated by the SRO shall request such records through the custodian of records of the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 \_\_\_\_\_\_\_\_\_\_\_ to be considered the SRO’s base school and the office facilities as outlined below to be provided at such school:

1. Access to an air-conditioned and properly lighted private office which shall contain a telephone which may be used for general business purposes.
2. A location for files and records which can be properly locked and secured.
3. A desk with drawers, chair, worktable, filing cabinet, and office supplies.
4. Access to a computer.
5. 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 school shall pay to the city the sum of $\_\_\_\_\_\_\_\_\_\_\_ for the first year, plus $\_\_\_ per hour worked over forty (40) hours per week (overtime). Such $\_\_\_\_\_\_\_\_\_ shall be paid in two equal installments, one installment of $\_\_\_\_\_\_\_\_\_\_\_ to be paid to the city on or before May 1, 20\_\_, and the second installment to be paid on or before Nov. 1, 20\_\_. 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.

The city shall pay and be responsible for the balance of expenses to include SRO’s salary, benefits, vehicle, and equipment (i.e., approximately $\_\_\_\_\_\_\_\_).

Funding responsibilities for subsequent years will be negotiated between the school and the city subject to the right of either party 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 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 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 \_\_\_\_\_\_\_\_\_\_ 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 \_\_\_\_\_\_\_\_\_\_\_\_\_Police Department.

**ARTICLE VI. Appointment of the SRO**

1. 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.
2. SRO applicants must meet the following requirements:
3. The applicant must be a volunteer for the position of SRO.
4. The applicant must be a full-time, certified, and sworn police officer holding a Kentucky Peace Officer Professional Standards Certification.
5. Applicants must have training as outlined in Article II, above.
6. 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**

1. 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 mayor or their designee of the principal’s request. 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 the \_\_\_\_\_\_\_ Police Department shall make every effort to identify a replacement following the process set out in Article VI.
2. The [EXECUTIVE AUTHORITY OF THE CITY] may dismiss or reassign an SRO based upon police department roles, regulations, and/or general orders, as well as city personnel policies.
3. In the event of the resignation, dismissal, or reassignment of an SRO, the mayor 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

[SCHOOL DISTRICT] [ADDRESS]

[CITY, STATE, ZIP]

Mayor, [CITY] [ADDRESS]

[CITY, STATE, ZIP]

**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. 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 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. 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.

SCHOOL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Mayor

ATTEST:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City Clerk

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

ATTEST:

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