

## **SCHOOL RESOURCE OFFICER AGREEMENT**

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of July 2018, by and between the Bullitt County Board of Education (hereinafter "Board"), of 1040 Highway 44E, Shepherdsville, KY 40165 and the Mt. Washington Police Department (hereinafter "MWPD"), of P.O. Box 285, 180 Landis Ln., Mt. Washington, KY 40047,

### **WITNESSETH:**

WHEREAS, as part of HB 330 and as particularly codified in KRS 158.441, the 1998 General Assembly authorized the provision of school resource officer services by means of a contract to be entered into by local school districts with appropriate law enforcement agencies;

WHEREAS, the Board is a body politic and corporate pursuant to KRS 160.160, with legal authority to enter into contracts;

WHEREAS, it is the intent and desire of the MWPD and Board to provide for the services of a school resource officer as set forth herein and as authorized pursuant to KRS 158.441;

and,

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the Board and the Mt. Washington Police Department as follows:

### **ARTICLE I**

It is the intent and provision of this Agreement to provide for the services of a school resource officer with such services to be rendered at such Board school sites as more fully described herein below for a term commencing on July 18, 2018 and expiring on June 30, 2019. It is expressly agreed and understood that the Board and the MWPD shall not be bound hereby beyond the foregoing one (1) year term. Provided, however, that this Agreement may be automatically renewed for subsequent one (1) year terms upon action and notice by the Board

within thirty (30) calendar days of the expiration of any given one (1) year term with such notice to be furnished as provided in Article IX herein below.

## **ARTICLE II**

### **Rights and Duties of the MWPD**

The MWPD shall provide a school resource officer ("SRO") and SRO services as follows:

#### **(A) Training**

The SRO shall be a sworn law enforcement officer. The MWPD shall certify in writing to the Superintendent of the Board that such person has had specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (*e.g.*, D.A.R.E.).

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

(1) The MWPD shall assign one (1) regularly employed police officer to serve as SRO who shall serve the following schools: Bullitt East High School, Mt. Washington Middle School, Eastside Middle School, Old Mill Elementary School, Crossroads Elementary School, Pleasant Grove Elementary School and Mt. Washington Elementary School, pursuant to a schedule to be determined in conjunction with the principals of such schools and the Superintendent of the Board, which will allow for regular rendition of services at said schools. In addition, the SRO shall perform services on an as needed basis in the School District's middle and elementary schools, and the schedule to be devised will allow for such.

(2) The SRO shall report directly to the MWPD, who, as the SRO's supervisor, will work with the Superintendent/Designee of the Board in providing for the rendition of SRO services as outlined herein.

(C) Duties of School Resource Officer

(1) Instructional responsibilities/duties of SRO.

The SRO shall work in conjunction with principals of the aforementioned schools and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training; teens, crime and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by respective principals and school staffs. It is agreed and understood that the SRO will perform services on a “guest lecturer” basis consistent with regulations promulgated by the Kentucky Board of Education and the Educational Professional Standards Board and shall do so in conjunction with and under the direction of appropriately certified teaching personnel, or shall provide such services on a co-curricular or extracurricular basis as scheduling permits.

(2) Additional Duties and Responsibilities of the SRO.

(a) The SRO shall coordinate his or her instructional activities with principals and staff members so as to allow for the orderly educational process within the respective schools served.

(b) The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.

(c) The SRO shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with students.

(d) When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.

(e) The SRO shall make himself / herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.

(f) The SRO shall become familiar with all community agencies, which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school. The SRO shall notify the principal in writing of the referrals.

(g) The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.

(h) Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to Board Policy, Law Enforcement Policy, Kentucky Revised Statutes, and other legal requirements with regard to such interviews.

(i) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the SRO shall, in writing, make the principal of the school aware of such action. At the principal's request, 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. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus.

(j) The SRO shall give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

(k) The SRO shall, whenever possible, participate in and/or attend school functions.

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 MWPD's Office, is authorized to receive and appropriately act on any of such foregoing reports and the aforementioned school personnel may satisfy such reporting requirements by advising the SRO of activities believed to fall within the foregoing statutory directives.

(p) The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

(q) The SRO and MWPD shall adhere to all state and federal privacy laws, including but not limited to, FERPA and HIPAA.

### **ARTICLE III**

#### **Rights and Duties of the Board**

The Board shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties with Bullitt East High School and all other Mt. Washington area schools and the office facilities as outlined below to be provided:

- (A) Computer access and district email for communication with school staff.

### **ARTICLE IV**

#### **Financial Responsibility of the School Resource Officer program**

For the 2018-2019 school year, the financing of the SRO will be the sole responsibility of the MWPD's office.

### **ARTICLE V**

#### **Employment status of the School Resource Officer**

(1) The SRO may be assigned investigations relating to runaways, thefts, or any crime, relating to the students attending schools that the SRO serves.

(m) The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall submit reports of an instructional nature as required by the principal or school staff.

(n) 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, at their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of Board disciplinary policies and codes and the discipline codes of each school. The SRO shall become familiar with district/school disciplinary codes and standards, and will meet at least annually with the Superintendent/Designee and each principal for the purpose of reviewing applicable disciplinary standards.

(o) 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, which a principal is directed 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, MWPD, 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 or offense

The SRO shall remain an employee of the MWPD's Office, and shall not be an employee of the Board. The Board and the MWPD acknowledge that the SRO shall remain responsive to the chain of command of the Mt. Washington Police Department.

## **ARTICLE VI**

### **Appointment of School Resource Officer**

The MWPD shall assign an officer who is qualified to be an SRO after consultation with and approval of the Superintendent/Designee of the Board.

## **ARTICLE VII**

### **Dismissal Of School Resource Officer: Replacement**

(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 and shall state the reasons in writing. Within five (5) working days of receiving the recommendation from the principal, the superintendent or his/her designee shall advise the MWPD or his/her designee of the principal's request. In the event the superintendent feels the SRO is not performing his or her duties effectively, the superintendent shall so advise the MWPD. The MWPD shall meet with the SRO and Superintendent/Designee 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, then the SRO shall be removed from the program at the school and a replacement shall be obtained following the process set out in Article VI.

(B) The MWPD may dismiss or reassign an SRO based upon Department Rules, Regulations, and/or General Orders and when it is in the best interest of the people of Bullitt County.

(C) In the event of the resignation, dismissal, or reassignment of an SRO, the MWPD shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the MWPD shall recommend a permanent replacement for the SRO position following the process set out in Article VI. Provided however, that any temporary replacement shall have the required training and qualifications as outlined in Article II(A) and Article VI, above.

## **ARTICLE VIII**

### **Termination of Agreement**

In addition to termination in writing thirty (30) days prior to expiration of the annual term hereof as provided in Article I, above, this Agreement may be terminated by either party upon ninety (90) days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either party upon one hundred eighty (180) days written notice. Termination of this Agreement may only be accomplished as provided herein.

## **ARTICLE IX**

### **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:

Jesse Bacon, Superintendent  
Bullitt County Public Schools  
1040 Highway 44 East  
Shepherdsville, KY 40165



Roy Daugherty, Chief of Police  
Mt. Washington Police Department  
180 Landis Ln.  
Mt. Washington, KY 40165

## **ARTICLE X**

### **Good Faith**

The School Board, the MWPD, 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 MWPD, or their designees.

## **ARTICLE XI**

### **Modification**

This document constitutes the full understanding of the parties and 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 XII**

### **Non-Assignment**

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

## **ARTICLE XIII**

### **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 XIV**

##### **Insurance/Hold Harmless Clause**

It is understood and agreed that during the term of this Agreement and any renewal hereof, the Mt. Washington Police Department, through the city of Mt. Washington, shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$2,000,000.00 per policy naming the Board, and its officers and employees, as additional insureds and providing insurance coverage for all 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 acts, omissions and services. Further, the MWPD and/or City of Mt. Washington shall provide written proof of said coverage prior to execution of this Agreement and any time thereafter on request of the Board. The insurance provided by the MWPD and/or City of Mt. Washington shall be deemed primary coverage relating to the acts of the SRO and not excess. Irrespective of said agreement and covenant, the MWPD and City of Mt. Washington shall indemnify and hold the Board and any and all of its members, agents, officers, and employees in their respective individual and official capacities harmless from any and all acts, omissions, claims, damages, fees, expenses, and legal actions of any form or description arising from the performance of duties by the SRO under this contract.

##### **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.

#### **XV**

##### **Miscellaneous Terms**

- a) The SRO shall be permitted a lunch period. Like patrol officers, the SRO shall be subject to emergency calls during lunch.
- b) The SRO shall use Department vehicles and carry a cellular phone that will allow contact by BCPS and the School/BCPS.
- c) Nothing in this agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of local police officers.
- d) The SRO and the relevant police department shall comply with all local, state and federal firearm or gun regulations.

## XVI

### Mediation

In the event that the parties to this Agreement dispute the terms, application of the terms of this Agreement, or performance hereunder, the parties hereto agree, as a condition precedent to filing or pursuing any legal remedy, to participate in good faith in a half day of non-binding mediation, assisted by a trained neutral mediator.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

\_\_\_\_\_  
Roy Daugherty, Cheif  
Mt. Washington Police Department

\_\_\_\_\_  
Date

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Debby Atherton, Chairperson  
Board of Education  
Bullitt County Public Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jesse Bacon, Superintendent  
Bullitt County Public Schools

\_\_\_\_\_  
Date