



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

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www.bullittschools.org

Memo

To: Jesse Bacon, Superintendent *JB*
From: Sarah Smith, Safe Schools Coordinator *SS*
Date: February 1, 2019
Re: Memorandum of Agreement for School Resource Officer, Bullitt East High School

This is a request for Board approval of the attached Memorandum of Agreement between Bullitt County Public Schools and the Mount Washington Police Department; this agreement is to provide the services of a school resource officer at Bullitt East High School. This collaborative working relationship is important to ensure the safety of students and staff and a rapid law enforcement response in the event of an emergency. This agreement has been reviewed by Joe Mills of Buckman & Farris.

cc: Becky Sexton, Assistant Superintendent
Ruth Esterle, Director of Pupil Personnel *RS*

B. Sexton

SCHOOL RESOURCE OFFICER AGREEMENT
FOR BULLITT EAST HIGH SCHOOL

THIS AGREEMENT, made and entered into this 11th day of February, 2019, by and between the Bullitt County Public Schools (hereinafter "BCPS"), of 1040 Highway 44E, Shepherdsville, KY 40165 and the Mt. Washington Police Department (hereinafter "the Department"), of Bullitt County for the purpose of establishing and maintaining the terms under which the Department shall provide BCPS with the services of TO BE DETERMINED to serve as a School Resource Officer (SRO) at Bullitt East High School (hereinafter "the High School").

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, BCPS 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 Department and BCPS to provide for the services of a SRO at the High School 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 BCPS and the Department as follows:

ARTICLE I

It is the intent and provision of this Agreement to provide for the services of an SRO with such services to be rendered at such Board school sites as more fully described herein for a term commencing on February 11th, 2019 and expiring on June 30, 2019. It is expressly agreed and understood that BCPS and the Department shall not be bound hereby beyond the foregoing term.

ARTICLE II

Rights and Duties of the Department

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

(A) Training

The SRO shall be a sworn law enforcement officer. The Department shall certify in writing to the Superintendent of BCPS 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.

(B) Appointment of SRO

(1) It is mutually agreed and understood that the Chief/Sherriff shall appointment Deputy/Officer TO BE DETERMINED to serve as the initial SRO at Bullitt East High School. Deputy/Officer TO BE DETERMINED's appointment and assignment shall be a material condition of this Agreement. After consultation with and approval of the Superintendent/Designee of BCPS, the Department shall ensure that the designated SRO is qualified to serve as an SRO and submit documents sufficient to demonstrate his/her qualifications.

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

(3) The SRO shall provide services at the High School pursuant to a schedule to be determined in conjunction with the principal of the High School and the Superintendent of BCPS equivalent to an eight (8) hour work day.

(C) Duties of School Resource Officer

(1) Instructional responsibilities/duties of SRO

The SRO shall work in conjunction with principal of the High School 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 the High School principal and certified staff members so as to allow for the orderly educational process within the respective schools served.

(b) Except in an extreme emergency, the SRO shall not be called away from the High School by the Department or his designee to handle incidents off the High School campus. BCPS shall not be responsible for paying the SRO for his/her time in responding to extreme emergency unrelated to the High School.

(c) The SRO shall not be responsible for handling minor, non-priority incidents typically handled by other deputies. These incidents include, but are not limited to, collisions, parking lot details, traffic or fire lane violations, etc.

(d) Consistent with applicable law, including privacy laws, the SRO may exchange information in regard to suspects, incidents, and potential problems with other law enforcement agencies.

(e) The SRO shall attend and complete any training required by local, state or federal law. 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.

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

(g) 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.

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

(i) 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.

(j) 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, verbally or 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.

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

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

(m) 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 (or his designee) and each principal for the purpose of reviewing applicable disciplinary standards.

(n) 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, 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 or 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 Department, 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.

(o) The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. However, the SRO is expected to demonstrate a presence in the High School and be available and accessible. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

(3) Collaboration with the High School principal

At a minimum, before the start of every semester, the High School principal and the SRO shall meet to discuss and define the role of the SRO. It is essential that both parties are able to distinguish between disciplinary conduct, which should be handled by school employees, and illegal conduct, which may, in the SRO discretion, be handled as a law enforcement matter. While it may be necessary for an SRO to get involved in an incident, it does mean criminal charges (or a ticket) must be pursued.

ARTICLE III

Rights and Duties of BCPS

BCPS shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties with the High School and the office facilities as outlined below to be provided:

- Computer access and district email for communication with school staff; and,
- Key fob for entry into the High School

Space permitting, the principal of the High School may designate office space for use of the SRO. Office space is not a material condition of this agreement. Should an office be provided, the SRO shall not store firearms, weapons or ammunition in the office.

ARTICLE IV

Financial Responsibility of the School Resource Officer program at North Bullitt High School

The District shall pay to the Department forty dollars \$40.00 per hour for one SRO to be assigned to the High School, with a maximum annual payment of thirty thousand dollars (\$30,000).

The Department shall submit a monthly invoice to the school representative, then to the BCPS safe schools coordinator with days itemized for reimbursement by the 3rd of each month for the prior month. The District shall not be responsible for any benefits of the SRO assigned to the High School, any overtime, holiday pay, or fuel and equipment costs. BCPS's only financial responsibility for the services of the SRO are for the hourly fee stated above.

ARTICLE V

Employment status of the School Resource Officer

The SRO shall remain an employee of the Department and shall not be an employee or agent of BCPS or the High School. BCPS and the Department acknowledge that the SRO shall remain responsive to the chain of command of the Department.

ARTICLE VI

Dismissal of School Resource Officer: Replacement

(A) At any time, the Superintendent, in his/her discretion and after discussion with the Department, may request that the designated SRO be reassigned or removed from the school and the Department will then collaborate to find a mutually agreeable replacement.

(B) The Department 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) However, if a mutually agreeable replacement (as referenced in Article II) cannot be found within twenty (20) business days of dismissal or removal this Agreement shall be void.

ARTICLE VII

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. Upon notice, BCPS shall have forty-five (45) days during which to submit payment without further prejudice, and without being considered to have defaulted. This Agreement may also be terminated without cause by the Department upon one hundred eighty (180) days written notice. BCPS may terminate this Agreement anytime, with or without cause, in its discretion.

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:

Jesse Bacon, Superintendent
Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, KY 40165

Chief Troy Pitcock
Mt. Washington Police Department
180 Landis Lane
Mt. Washington, KY 40047

ARTICLE IX

Good Faith

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

ARTICLE X

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 XI

Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of BCPS and the Department is obtained in writing.

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

It is understood and agreed that during the term of this Agreement and any renewal hereof, the Department, shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$2,000,000.00 per policy naming BCPS, 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 Department shall provide written proof of said coverage prior to execution of this Agreement and any time thereafter on request of BCPS. The insurance provided by the Department shall be deemed primary coverage relating to the acts of the SRO and not excess. Irrespective of said agreement and covenant, the Department shall indemnify and hold BCPS 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.

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 their duly authorized officers.

XV

Miscellaneous Terms

- a) The SRO shall be permitted a 45-minute paid lunch period. During lunch, the SRO shall be subject to emergency calls for incidents which occur at the High School.
- b) The SRO shall use the Department vehicles and carry a cellular phone or radio that will allow contact by BCPS and the High School leadership.
- 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 or the Department.
- d) The designated SRO and the Department shall adhere to all local, state and federal privacy regulations, including but not limited to, (FERPA) and HIPAA.
- e) The SRO and the Department shall comply with all local, state and federal firearm or gun regulations relating to the services provided pursuant to this Agreement

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.

SCHOOL RESOURCE OFFICER AGREEMENT
FOR BULLITT EAST HIGH SCHOOL

Debby Atherton, Board of Education
Bullitt County Public Schools

Date

Jesse Bacon, Superintendent
Bullitt County Public Schools

Date

Troy Pitcock, Chief
Mt. Washington Police Department

Date