



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

Memo

To: Jesse Bacon, Superintendent *RB*

From: Sarah Smith, Director of Safe and Drug-Free Schools *SS*

Date: October 22, 2020

Re: Memorandum of Agreement for School Resource Officer

This is a request for Board approval of the attached Memorandum of Agreement between Bullitt County Public Schools and Bullitt County Sheriff's Office. Bullitt County Public Schools requests to approve this memorandum of agreement in order to provide one School Resource Officer at Bernheim Middle School, Lebanon Junction Elementary School and Nichols Elementary School. This agreement will staff a total of seven (7) SROs in Bullitt County to serve and protect the educational environment of our students and staff.

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 Buckman, Farris & Mills Law Office.

cc: Adrienne Usher, Assistant Superintendent

[Signature]
10.22.20

SCHOOL RESOURCE OFFICER AGREEMENT
FOR BULLITT COUNTY MIDDLE AND ELEMENTARY SCHOOLS

THIS AGREEMENT, made and entered into this 26th day of October, 2020, by and between the Bullitt County Public Schools (hereinafter "BCPS"), of 1040 Highway 44E, Shepherdsville, KY 40165 and the Bullitt County Sheriff's Office (hereinafter "the Sheriff"), of Bullitt County, Kentucky for the purpose of establishing and maintaining the terms under which the Department will provide BCPS with the services of a School Resource Officer (SRO) at Bernheim Middle School, Nichols Elementary School and Lebanon Junction Elementary School (hereinafter "Schools").

W I T N E S S E T H:

WHEREAS, KRS 158.4414, authorizes 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 an SRO at BAC as set forth herein and as authorized pursuant to KRS 158.4414;

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 October 26, 2020 and expiring on June 30, 2021. It is expressly agreed and understood that BCPS and the Department will not be bound hereby beyond the foregoing term, however the Parties hereto may extend this Agreement by mutual consent for future, one-year terms.

ARTICLE II

Rights and Duties of the Department

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

(A) Training

The SRO will be a sworn law enforcement officer. The Department shall certify in writing that the SRO has complied with the training requirements imposed by KRS 158.4414 and related Kentucky Administrative Regulations. The in-service training must be certified or recognized by the Kentucky Law Enforcement Council for school resource officers. Failure to satisfy the training requirements could lead to the SRO's removal as required by state law and termination of this agreement. The training shall include, but not be limited to:

- i. foundations of school-based law enforcement;
- ii. threat assessment and response;
- iii. youth drug use and abuse;
- iv. social media and cyber security;
- v. school resource officers as teachers and mentors;
- vi. youth mental health awareness;
- vii. diversity and bias awareness training;
- viii. trauma-informed action;
- ix. understanding students with special needs; and
- x. de-escalation strategies.

Appointment of SRO

(1) It is mutually agreed and understood that the Chief/Sheriff will appoint Deputy/Officer Todd Harper to serve as the initial SRO at said Schools. Deputy/Officer Harper's initial appointment and assignment is a material condition of this Agreement. After consultation with and approval of the Superintendent/Designee of BCPS, the Department will ensure that the designated SRO is qualified to serve as an SRO and submit documents sufficient to demonstrate his/her qualifications.

(2) The SRO will 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 will provide services at Bernheim Middle School, Nichols Elementary School, and Lebanon Junction Elementary School pursuant to a schedule to be determined in conjunction with the Principal and the Superintendent of BCPS, equivalent to an fifteen hour (15) hour work week.

(B) Duties of School Resource Officer

(1) Instructional responsibilities/duties of SRO

The SRO will work in conjunction with Principal 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 (such as D.A.R.E.) 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 will do so in conjunction with and under the direction of appropriately certified teaching personnel, or will provide such services on a co-curricular or extracurricular basis as scheduling permits.

(2) Additional Duties and Responsibilities of the SRO

(a) The SRO will coordinate his or her instructional activities with the 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 will not be called away from _____ by the Department or his designee to handle incidents off campus. BCPS will not be responsible for paying the SRO for his/her time in responding to extreme emergency unrelated to his/her school assignment.

(c) The SRO will not be responsible for handling minor, non-priority incidents typically handled by other deputies/officers. 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 about suspects, incidents, and potential problems with other law enforcement agencies.

(e) The SRO will attend and complete any training required by local, state or federal law. The SRO will develop expertise in presenting various subjects to the students. Such subjects will include basic understanding of the laws, the role of the police officer and the police mission.

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

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

(h) The SRO will 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 will adhere to Board Policy, Law Enforcement Policy, Kentucky Revised Statutes, and other legal requirements regarding 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 will, verbally or in writing, make the Principal of the school aware of such action. At the Principal's request, the SRO will 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 will give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

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

(m) The SRO will 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 will 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 will 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 will 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 will 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 BAC and be available and accessible. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

(p) Consistent KRS 61.926, 527.020 and 527.070, as applicable, it is understood the SRO shall be armed with a firearm.

(3) Collaboration with Principal

At a minimum, before the start of every semester, the Principal and the SRO will meet to discuss and define the role of the SRO. It is essential that both parties 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 not mean criminal charges (or a ticket) must be pursued.

ARTICLE III

Rights and Duties of BCPS

BCPS will provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties 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 assigned building(s)

Space permitting, the Principal 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 will not store firearms, weapons or ammunition in the office.

ARTICLE IV

The District will pay to the Sheriff forty dollars \$40.00 per hour, for no more than 15 hours per week, for one SRO to be assigned to BMS, LJES, and NES, with a maximum annual payment of fifteen thousand dollars (\$15,000).

The Sheriff will submit a monthly invoice to the school representative, then to the BCPS safe schools director with days itemized for reimbursement by the 3rd of each month for the prior

month. The District will not be responsible for any benefits of the SRO assigned to schools, 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.

In the event of the cessation or suspension of in-person instruction due to COVID-19 or any related health emergency wherein BCPS continues to conduct student instruction via NTI or similar remote technology, the SRO shall continue to report, be available and provide services to the School, and the Department shall invoice for reimbursement, and BCPS shall make payment, for each day in-person instruction is ceased or suspended under the circumstances set forth above. Should the SRO not be available to report or provide services to the School on any day under the above circumstances, then the Department shall not invoice, and BCPS shall not make payment, for that day. Should the School not provide instruction via NTI or similar remote technology on any day during such cessation or suspension, then the SRO shall not report, and the Department shall not invoice, and BCPS shall not make payment, for that day.

ARTICLE V

Employment status of the School Resource Officer

The SRO will remain an employee of the Department and will not be an employee or agent of BCPS or the School. BCPS and the Department acknowledge that the SRO will 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. BCPS 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 will 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 will 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 (100) 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 will 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, EdD, Superintendent
Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, KY 40165

Walt Sholar, Sheriff
Bullitt County Sheriff's Office
300 S.Buckman St.
Shepherdsville, KY 40165

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 will be binding unless hereafter made in writing and signed by the parties.

ARTICLE XI

Non-Assignment

This Agreement, and each covenant herein, will 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, will 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 will 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 will be deemed primary coverage relating to the acts of the SRO and not excess. Irrespective of said agreement and covenant, the Department will 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 will 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 will be permitted a 45-minute paid lunch period. During lunch, the SRO will be subject to emergency calls for incidents which occur at the School.
- b) The SRO will use the Department vehicles and carry a cellular phone or radio that will allow contact by BCPS and School leadership.
- c) Nothing in this agreement will 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 will adhere to all local, state and federal privacy regulations, including but not limited to, FERPA and HIPAA.

- e) The SRO and the Department will comply with all local, state and federal firearm or gun regulations relating to the services provided pursuant to this Agreement.
- f) The SRO and the Department shall familiarize themselves with the *QuickAccess* software available through BCPS and the School and shall utilize that software in the performance of duties.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, the Parties have hereunto subscribed the signatures of their authorized representatives the day and year herein indicated:

Deborah Atherton, Chair, Board of Education
Bullitt County Public Schools

Date

Jesse Bacon, Superintendent
Bullitt County Public Schools

Date

Walt Sholar, Sheriff ,
Bullitt County Sheriff's Office

Date