



FLOYD COUNTY BOARD OF EDUCATION
Danny Adkins, Superintendent
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Eastern, KY 41622
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Sherry Robinson- Chair - District 5
William Newsome, Jr., Vice-Chair - District 3
Linda C. Gearheart, Member - District 1
Dr. Chandra Varia, Member- District 2
Rhonda Meade, Member - District 4

Date: November 19, 2020

Consider/Approve: Consider/Approve Memorandum of Agreement with Office of Floyd County Sheriff for SROs as well as added security during the school day and for after school events, Board Meetings, and monitoring speed enforcement in school zones.

Applicable Statutes or Regulations: KRS 162.90 Powers and Duties of the Local Board of Education.

Fiscal/Budgetary Impact: Cost to the Title IV/general fund for K-9 is \$25,000 per year, additional security is \$25,000 per year, and \$50,000 for each SRO.

Background and major Policy Implications: This agreement serves our efforts to provide a safe and secure environment for our students, staff and the public whether in our facilities during the school day with SRO and K-9 or attending an after school event or Board Meeting with additional security.

Recommended Action: Approve MOA as presented.

Contact Person: Mr. Danny Adkins (606) 886.4502



Superintendent

AGREEMENT

This is an Agreement between the Floyd County Board of Education, 442 KY RT 550, Eastern, KY 41622 ("School District") and the Floyd County Sheriff's Office, 149 South Central Ave., Prestonsburg, KY 41653 ("FCSO").

The effective date of this Agreement is November 23, 2020 and any prior contract or the provisions thereof inconsistent with this agreement are deemed dissolved and no longer in effect.

WITNESSETH:

SCHOOL RESOURCE OFFICER:

WHEREAS, Kentucky law permits school districts to utilize sworn law enforcement personnel on school campuses. In KRS 158.440(1), the Kentucky General Assembly declared that every student who attends school within the Commonwealth "should have access to a safe, secure, and orderly school that is conducive to learning." To fulfill this legislative mandate, local school districts are permitted to utilize School Resource Officers ("SRO").

WHEREAS, KRS 158.441 provides that school resource officers may be employed through a contract between a local law enforcement agency and a school district;

WHEREAS, the School District and the FCSO have agreed to enter into this contract whereby the FCSO will provide its officers to serve as a School Resource Officer with the School District, at school locations the School District and FCSO may from time to time agree.

NOW, THEREFORE, in consideration of mutual benefit and consideration provided herein, it is hereby agreed as follows:

I. Rights and duties of the FCSO.

The FCSO shall provide SROs, and SRO services as follows:

A. Training

Each SRO shall be a sworn Officer, with training provided by the FCSO to work with youth at a school site and holding a Kentucky Peace Officer Professional Standards Certification. Each SRO assigned to the School District shall, at the cost of the FCSO, attend training through NASRO, or its equivalent such as the Kentucky Department of Criminal Justice Training for School Resource Officers, and the conference conducted by the Kentucky Center for School Safety before the end of the SRO's first year of assignment at the School District, and if this agreement is renewed, on-going similar training each year thereafter.

In the event that a trained SRO becomes unavailable, the FCSO shall provide a suitable replacement on a temporary basis. The parties recognize that this replacement may not have the NASRO or equivalent training; but will be a trained, certified peace officer.

The parties agree that the FCSO's failure or delay in performing any necessary training and obligation under this Agreement because of a material event outside the party's control including, but not limited to, fire, flood, natural disaster, pandemic, government-ordered shutdown, manufacturing or distribution shortages, war, loss of internet connectivity or bandwidth, cyber security event, or loss of electrical power shall be an excuse for non-performance pursuant to this provision.

B. Assignment of School Resource Officers.

1. The FCSO shall assign SROs to work with the School District pursuant to a mutually agreed schedule.

2. The SROs shall be available to assist at all school locations to respond to emergencies on an as needed basis, but each SRO shall specifically be assigned a particular school.

C. Duties of School Resource Officer.

1. The SRO is a law enforcement officer of the FCSO and is not an employee or agent of the School District. 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 capacity as a law enforcement officer.

2. The SRO will assist school personnel with maintaining order in and about the school, and rendering assistance to prevent or respond to student unrest or any other security risk both within the school and outside the school, that poses a danger to the student or others, and interacting in a positive, professional manner with all students, parents, School District staff, and other persons who the SRO may encounter while on assignment in the School District.

3. The SRO will make a good faith effort to become familiar with community agencies that offer assistance to youths and their families such as mental health clinics and drug treatment centers. The SRO may make referrals to agencies when necessary to assist the School District and students.

4. The SRO may assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations.

5. Should it become necessary to conduct law enforcement related interviews with students, the SRO shall adhere to the policies of the School District and the FCSO, Kentucky Revised Statutes, and other legal requirements with regard to such interviews.

6. The SRO may, by way of the exercise of his/her discretion as a sworn peace 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 FCSO, and those laws of the

Commonwealth of Kentucky which govern law enforcement officers and peace officers.

7. As soon as practical, the SRO may make the principal of the school aware of law enforcement action taken on the school premises. At the principal's request, the SRO may 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.

8. The SRO may give assistance to law enforcement officers in matters regarding his/her school assignment, when necessary.

9. The SRO may when requested, participate in and/or attend school functions or meetings in the SRO's capacity as a law enforcement officer, and to help maintain order in and about the school function or meeting, or to facilitate communications between school personnel and parents or visitors. Furthermore, the SRO shall be available to attend and give testimony at student or staff disciplinary hearings when requested.

10. The SRO may be requested by the School District to investigate matters which may involve crime relating to the students or staff.

11. 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 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, which in fact is encouraged. 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 make reasonable efforts to become familiar with district/school and disciplinary codes and

standards.

12. The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile code violations and the SRO will 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 FCSO, is authorized to receive and appropriately report to the FCSO Designee, in the Chain-Of- Command, who will see that the matter is brought to the direct attention of the Chain-Of- Command of the FCSO for all appropriate action on the reported matter and that the School District is fully informed on a confidential basis.

13. School administrators shall not interrogate students as to possible criminal conduct on behalf of or as agents of the SROs or the FCSO. Any SRO who in the scope of their duties with or on behalf of the School District participates in an interrogation of a student, or obtains information which may be used against a student in a criminal proceeding, shall follow all state and federal laws with respect to arrests, searches, seizures, and interrogations of students. SROs are also responsible for following those School Board policies applicable to SROs, including, but not limited to 09.436 and 09.4361, and to be aware of the policies governing safety of the schools in general. FCSO shall release, indemnify and hold the School District, its Board, and its employees harmless from any and all claims, complaints, or actions brought by or on behalf of a

student alleging violation of his/her Constitutional rights or any other state or federal rights arising from the SRO's actions, including but not limited to restraint, arrest, search, seizure, or interrogation of a student.

14. The SRO shall maintain the confidentiality of any and all student records, consistent with state and federal laws, and the School Systems' Board policies.

II. Financing of the School Resource Officer Program and Administrative Expenses.

The financing of the SRO will be by the terms of this agreement between the parties.

III. Cost.

The cost of each SRO shall be payable by the School District to the FCSO in the amount of FIFTY THOUSAND (\$50,000), payment to be made upon invoices received by the School District from the FCSO. The invoiced amounts from the FCSO will be equally prorated for 10 consecutive months beginning January 1st, of each year.

IV. Employment status of the School Resource Officer.

The SRO shall remain an employee of the FCSO, and shall not be an employee, agent or independent contractor of the School. All work-related benefits, as applicable, accruing to the SRO shall be the sole responsibility of the FCSO, including, but not limited to, health insurance; workers compensation; retirement benefits; liability insurance; and unemployment insurance. The School and the FCSO acknowledge that the SRO shall remain responsive to the chain of command of the FCSO, and to the policies and procedures of the FCSO.

V. Appointment of School Resource Officer.

The FCSO and the School District shall collaborate on the individual's assignments as to SROs and the parties agree that the FCSO will provide two (2) full school day SROs for the school year.

VI. Dismissal of School Resource Officer; Replacement.

1. In the event a principal of a school to which the SRO is assigned reasonably believes in the exercise of good faith judgment that the SRO is not effectively performing his or her duties, or performing in a manner not compatible with the School's culture, the principal shall make a report to the Superintendent (and/or his Designee) who shall seek a mutually satisfactory resolution of the matter with FCSO.

2. The Floyd County Sheriff's Office may in his sole discretion dismiss or reassign an SRO.

VII. Exclusivity:

During the term of this Agreement, the School District shall not permit another entity to provide SRO services without first offering the contract for said SRO to the FCSO. Further, that in the event that a current third party contract with another SRO provider is not fulfilled by said third party and/or the third party contract is not renewed then the FCSO can create a third SRO position and per the terms of this agreement, the cost of the third SRO position shall be payable by the School District per III above.

VIII. Insurance/Hold Harmless.

FCSO shall provide comprehensive, general liability insurance coverage for the SRO, consistent with the policies maintained by the FCSO in the same manner for other FCSO employees. FCSO shall release, indemnify and hold the School District harmless from any acts or omissions of the SRO. In the event of litigation, FCSO shall assume defense of the SRO and provide insurance coverage only to the same extent, and subject to the same conditions and limitations as is provided to other FCSO insureds.

School District shall provide comprehensive, general liability insurance coverage for its employees consistent with its policies maintained by the School District. In the event of litigation, the School District shall assume defense of anyone acting within the scope of their employment

with the School District, and shall release and hold FCSO harmless for any acts, omissions, or negligence of School District insureds.

K-9 UNITS:

WHEREAS, the School District operates ten schools that house students in grades six (6) through twelve (12) in Floyd County, Kentucky and has through recent experience determined that the sale, possession, distribution and use of illegal drugs on the campus of one or more of its high schools and in areas adjacent thereto has been and is occurring on a frequent and recurrent basis and that such activities constitute a serious threat to the health, safety and well being of its students and staff.

WHEREAS, the FCSO and the School District have agreed to cooperate in a mutual effort to eliminate and deter the sale, possession, distribution and use of illegal drugs on school property and in areas adjacent thereto and desire to reduce their agreement to writing, hereby agree as follows:

1. The School District will pay the FCSO the sum of Twenty Five Thousand Dollars (\$25,000) per year, payment to be made upon invoice received from the FCSO in July of each year of this agreement.
2. The police K-9 unit will make nine (9) random and unannounced visits, with the exception of May, June and July, to each school housing students in grades nine (9) through twelve (12) operated by the School District.
3. The police K-9 unit will make five (5) random and unannounced bi-monthly visits, with the exception of May, June and July, to each school housing students in grades six (6) through eight (8) operated by the School District.
4. Such visits will be conducted by the two (2) certified handlers and two (2) detection dogs. Upon arrival at each school, members of the unit will immediately notify the

school principal, assistant principal or administrator in charge who will proceed to initiate a school lock-down which will include all students and School District employees.

5. The FCSO will maintain a presence, to the extent possible, on a rotating basis in each school operated by the board housing students in grades Kindergarten (K) through five (5).

6. The certified handlers shall randomly select one or more classrooms within each school to be inspected by the certified drug dog. All students and School District employees shall be removed from the randomly selected classrooms and assembled in the hallway outside the room. No objects, including books, backpacks, bags, purses, containers, articles of clothing and the like shall be removed from the room prior to the introduction of the certified drug dog.

7. After the room has been cleared, the K-9 unit will enter the room and any areas or articles including clothing, purses, backpacks, bags, books, containers and the like identified by the certified drug dog as potentially containing illegal drugs may, in the discretion of the school principal, assistant principal or administrator in charge be subjected to a search, upon the advice of one or both of the certified handlers.

8. All illegal drugs found to be present will be confiscated and if possible the owner or possessor identified. Any student or School District employee determined to be the owner of or in possession of such illegal drugs as may be found will be subject to prosecution as well as disciplinary action by the School District.

ADDITIONAL SECURITY:

WHEREAS, the School District operates ten schools that house students in grades six (6) through twelve (12) in Floyd County, Kentucky which offer a variety of inter-scholastic sports for students and for attendance by the public at large and;

WHEREAS, the School District holds regularly scheduled and special meetings to conduct business of the school district and;

WHEREAS, the School District and FCSO have agreed to cooperate in a mutual effort to increase security and security during the school day and for after school events and Board meetings and desire to reduce their agreement to writing, hereby agree as follows:

1. The School District will pay FCSO the sum of Twenty Five Thousand Dollars (\$25,000) per year, payment to be made upon invoice received from the FCSO in July of each year of this agreement.
2. The FCSO will provide security for selected after school events to be determined by FCSO. School principals shall have the opportunity to request attendance by deputies for events that may require added security.
3. The FCSO will provide security for all regularly scheduled Board meetings and as requested by the Superintendent for special called meetings.
4. The FCSO, to the extent possible, will monitor compliance with motor vehicle speed limits in school zones.
5. The FCSO will maintain a presence, to the extent possible, on a rotating and random basis in each school operated by the School district housing students in grades six (6) through twelve (12).

Term of Agreement:

The FCSO will provide services to School District effective November 23, 2020 through November 23, 2024.

This Agreement shall automatically renew on its anniversary date, unless terminated by either party by giving at least six (6) months written notice to the other party.

Notice:

Any notice required or permitted by this Agreement shall be deemed effective upon delivery if personally delivered or upon the 3rd day after mailing if mailed by US certified or

registered mail, postage prepaid, and addressed to a party at their respective addresses listed on the first page hereof or at such other address that a party may establish by providing written notice thereof to the other party. Notice to the School District shall be sent to the attention of the Superintendent and notice to the FCSO shall be sent to the attention of the Sheriff.

Miscellaneous:

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and it shall not be modified unless in writing duly executed by the parties.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers, each of which, for all purposes, is deemed to be an original.

FLOYD COUNTY BOARD OF EDUCATION:

CHAIRMAN

Date

ATTEST:

SECRETARY

Date

FLOYD COUNTY SHERIFF OFFICE:

JOHN P. HUNT, SHERIFF

Date

**COMMONWEALTH OF KENTUCKY
COUNTY OF FLOYD**

The foregoing was signed, acknowledged and sworn to before me, a notary public, this the _____ day of _____, 2020, for and on behalf of Floyd County Board of Education, Kentucky, by Sherry Robinson, in her capacity as Board Chairman, and attested to by Danny Adkins, in his capacity as Board Secretary.

Notary Public, KY, State-at-Large
Notary Identification No.: _____
Commission Expires: _____

**COMMONWEALTH OF KENTUCKY
COUNTY OF FLOYD**

The foregoing was signed, acknowledged and sworn to before me, a notary public, this the _____ day of _____, 20____, for and on behalf of Floyd County Sheriff, by John P. Hunt, in his capacity as Sheriff.

Notary Public, KY, State-at-Large
Notary Identification No.: _____
Commission Expires: _____