



Bullitt County Public Schools

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Memo

To: Jesse Bacon 

From: Lesa Howell 

Date: July 12, 2021

Re: Memorandum of Understanding (MOU)

Please present this Memorandum of Understanding between the Bullitt County Board of Education and Bullitt County Health Department to board members for consideration at the July 26, 2021 meeting. There are no changes to this agreement from the previous review. If approved, the health department would have access to school buildings in response to a major disaster or the requirement of a mass vaccination program.



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BULLITT COUNTY HEALTH DEPARTMENT, AND
THE BULLITT COUNTY BOARD OF EDUCATION
IN REGARD TO MASS TREATMENT, OR VACCINATION OR
PROPHYLAXIS CLINICS**

THIS MEMORANDUM OF UNDERSTANDING, (hereinafter "agreement") made and entered into on the date of the last signature hereto, between the Bullitt County Health Department, and Bullitt County Board of Education, for their mutual benefit and the benefit of the public, hereby witnesseth, that:

WHEREAS, the Commonwealth of Kentucky is vulnerable to a variety of natural and technological hazards, including but not limited to infectious or contagious disease, the release or spill of hazardous materials and terrorism incidents involving biological, radiological, nuclear, incendiary, chemical, or explosive materials or other weapons of mass destruction; and

WHEREAS, the Bullitt County Public Health Department (hereinafter "LHD") recognizes the seriousness of these threats or hazards and the importance of responding in a coordinated and efficient fashion to protect public health and safety from the effects of the infectious or contagious disease, the release or spill of hazardous materials and terrorism incidents involving biological, radiological, nuclear, incendiary, chemical, or explosive materials or other weapons of mass destruction; and

WHEREAS, Bullitt County Board of Education (hereinafter "Board") also recognizes the seriousness of the aforementioned threats to its students and its mission to provide for the education and development of its students; and,

WHEREAS, both the LHD and the Board recognize and agree that effective response to these mutually understood threats absolutely and without question requires extremely rapid response that will by necessity involve large publicly accessible structures; and,

WHEREAS, KRS 162.050 provides that the board of education of any school district may permit the use of the schoolhouse, while school is not in session, by any lawful civic bodies under rules and regulations which the board deems proper; and,

WHEREAS, KRS 160.290 (1) Provides that a board of education has general control and management of the public schools in its district and may establish schools and provide for courses and other services as it deems necessary for the promotion of education and the general health and welfare of pupils; and,

WHEREAS, pursuant to KRS 212.715, no person may refuse or fail to obey a written order of any board of health, department of health, or health officer, issued pursuant to the provisions of law or regulation; and,

WHEREAS, the parties realize they may be subject at all times to disaster or emergency occurrences which can range from crises affecting limited areas to widespread catastrophic events, and that response to these occurrences is a fundamental responsibility of all government entities within the Commonwealth; so,

THEREFORE, it is the intent of the Parties hereto to establish and to support a local public health department and emergency management plan to provide for adequate assessment and mitigation of, preparation for, response to, and recovery from, the threats to public health and safety and the harmful effects or destruction resulting from all major hazards, including but not limited to: flood, flash flood, tornado, blizzard, ice storm, snow storm, wind storm, hail storm, or other severe storms; drought, extremes of temperature, earthquake, landslides, or other natural hazards; fire, forest fire, or other conflagration; enemy attack, **threats to public safety and health involving nuclear, chemical, or biological agents or weapons**; sabotage, riot, civil disorder or acts of terrorism, and other domestic or national security emergencies; explosion, power failure or energy shortages, major utility system failure, dam failure, building collapse, other infrastructure failures; transportation-related emergencies on, over, or through the highways, railways, air, land, and waters of the Commonwealth; emergencies caused by spill or release of hazardous materials or substances; mass-casualty or mass-fatality emergencies; other technological, biological, etiological, radiological, environmental, industrial, or agricultural hazards; or other disaster or emergency occurrences; or catastrophe; or other causes; and the potential, threatened, or impending occurrence of any of these events; and so,

THEREFORE the parties to this memorandum of understanding establish this writing and agree and also Order as follows:

SECTION 1. AGREEMENT

1. **PLANNING DOCUMENT:** Representatives from the LHD and the Board shall meet within fifteen (15) days of the final signature of this agreement to discuss and prepare a written document regarding which Board controlled buildings best meet the requirements of LHD mass treatment. Specific consideration will be given to:
 - a. The ease of public access to the buildings;
 - b. Crowd control and traffic flow management;
 - c. Extended stay capabilities for the staff including items such as food preparation and storage areas, toilets and sanitation, sleeping areas, shelter and climate control;

14. Disputes arising from this agreement shall be noted in writing and resolved by mediation upon either the resolution of the threat or thirty (30) days of first occupancy of Board property.
15. The Board and the LHD shall provide a signed copy of this document to the Commonwealth's State Public Health Department.

SECTION II. MODIFICATIONS

This memorandum of understanding may be modified in writing at any time upon the mutual written consent of the signatories hereto provided that within thirty (30) days after such a modification a copy is provided to the Commonwealth's State Public Health Department.

SECTION III. DURATION, RENEWAL, AND TERMINATION

1. This memorandum of understanding shall be valid for one (1) year beginning July 1, 2021 but shall be deemed subject to automatic renewal absent express written termination by the signatories hereto.
2. Termination of this memorandum of understanding shall become effective immediately upon initial notification, which may be made verbally between the parties and substantiated in writing within thirty (30) calendar days following initial notification. Termination is not effective without written notification of such to the Commonwealth's State Public Health Department.

The parties to this memorandum of understanding establish this writing and agree to its terms as evidenced by their signatures hereto:

 Superintendent,
 Bullitt County Board Of Education

Audrey Kelly

 Director,
 Bullitt County Health Department

 Chair,
 Bullitt County Board Of Education

Steve Lewis

 Chair,
 Bullitt County Board of Health