



## 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

From: Sarah Smith, Director of Safe Schools 

Date: July 14, 2021

Re: Memorandum of Agreements for Key Fob and Camera Access, All Departments

This is a request for Board approval of the attached Memorandum of Agreements between Bullitt County Public Schools and all Bullitt County police departments. These agreements will allow officers and School Resource Officers access to schools for routine school walkthroughs in everyday situations and will allow officers access to video surveillance during non-school hours and in emergency situations. 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.

  
7.13.21



## Bullitt County Public Schools

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1040 Highway 44 East  
Shepherdsville, Kentucky 40165

502-869-8000  
Fax 502-543-3608  
[www.bullittschools.org](http://www.bullittschools.org)

### Memorandum of Agreement Bullitt County Public Schools and *Kentucky State Police*

This Agreement of Cooperation and Understanding, effective August 1, 2021 through June 30<sup>th</sup>, 2023 is made and entered by and between Bullitt County Public Schools, 1040 Highway 44 East, Shepherdsville, KY 40165 and Kentucky State Police, 820 New Glendale Rd., Elizabethtown, KY 42701.

This Agreement is established for the purpose of **sharing key fob access** to school buildings for all of Bullitt County Public Schools. Both agencies recognize the value of accessibility to school buildings in emergency situations to deter crime and both agencies seek to make Bullitt County Public Schools as safe and secure as possible.

Bullitt County Public Schools (hereinafter "BCPS") and Kentucky State Police (hereinafter "KSP") agree and understand that:

1. Emergency or exigent circumstances may necessitate quick access to school facilities by the KSP. Furthermore, general access to school facilities during regular school hours for facility walkthroughs is a benefit to both agencies and the community.
2. In the event that the KSP officers enter a facility during non-school hours, the alarm systems will sound and notify the security company.
3. The KSP shall notify BCPS Safe Schools Director immediately when staffing changes occur so that key fob access codes may be changed accordingly and access revoked if necessary. An updated list of the KSP officers and key fob identification numbers shall be sent by the KSP to the BCPS Safe Schools Director at the beginning of every fiscal year to ensure school safety and security. BCPS will change the Kentucky State Police's access codes annually.
4. The KSP shall notify BCPS Safe Schools Director as soon as practicable when they intend to or have used key fobs to access a school building during non-school hours. Should the Safe Schools Director not be available, the KSP shall contact another designated District Administrator.
5. It is recommended during routine walkthroughs of schools that officers follow BCPS school sign-in policies; however, it is not mandatory when officers are in uniform and have a valid identification and badge. When possible, officers should also coordinate walkthroughs with the school resource officer and/or school principal.
6. When the KSP officers are conducting walkthroughs at a school there shall be no disruption to student instruction and the learning environment. The KSP officers shall attempt to cause

minimal distractions unless a situation occurs that requires they respond in their official capacity.

7. The KSP shall record and track when and where walkthroughs are conducted. The KSP shall keep this report and upon request shall share the report with the BCPS Safe Schools Director.
8. The KSP and its employees agree to adhere to State and Federal privacy requirements. If the KSP and its officers request BCPS to release protected information it shall be through lawful subpoena or court order.
9. In the event that it becomes necessary for the KSP to purchase key fobs (i.e. compatibility/software issues, new hire) from BCPS, key fobs shall be available for purchase at cost, \$4.00 each.
10. In the event that a key fob is lost by an officer or an officer is no longer employed by the KSP, the BCPS Safe Schools Director shall be notified immediately and the officer's key fob access shall be revoked.
11. The KSP employees shall not allow any unauthorized person to possess a key fob which grants access to a BCPS school facility.
12. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BCPS and the KSP
13. BCPS Safe Schools Director and the KSP shall exchange all necessary contact information, including email and cell phone.
14. At any time, key fob access may be suspended by the superintendent.
15. The term of the agreement shall be from August 1st to June 30<sup>th</sup> of every two school years.
16. At any point either party (Bullitt County Public Schools or KSP) may terminate the terms of this Agreement by giving written notice to the other party. Upon termination of this Agreement, BCPS shall discontinue key fob access to BCPS facilities and/or Sheriff's office shall return all fobs distributed by BCPS staff.

### **Memorandum of Agreement**

**Bullitt County Public Schools and *Kentucky State Police***

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Capt. Daniel White, Post Commander  
Kentucky State Police

\_\_\_\_\_  
Date

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Debby Atherton, Board of Education  
Bullitt County Public Schools

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## **Bullitt County Public Schools**

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Shepherdsville, Kentucky 40165

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### **Memorandum of Agreement Bullitt County Public Schools and Bullitt County Sheriff Department**

This Agreement of Cooperation and Understanding, effective August 1, 2021 through June 30<sup>th</sup>, 2023 is made and entered by and between Bullitt County Public Schools, 1040 Highway 44 East, Shepherdsville, KY 40165 and Bullitt County Sheriff Department, 300 South Buckman Street, Shepherdsville, KY 40165.

This Agreement is established for the purpose of **sharing key fob and camera access** to school buildings for all of Bullitt County Public Schools. Both agencies recognize the value of accessibility to school buildings in emergency situations to deter crime and both agencies seek to make Bullitt County Public Schools as safe and secure as possible.

**For key Fob Access:** Bullitt County Public Schools (hereinafter "BCPS") and Bullitt County Sheriff Department (hereinafter "BCSD") agree and understand that:

1. Emergency or exigent circumstances may necessitate quick access to school facilities by the BCSD. Further, general access to school facilities during regular school hours for facility walkthroughs is a benefit to both agencies and the community.
2. In the event that the BCSD officers enter a facility during non-school hours, the alarm systems will sound and notify the security company.
3. The BCSD shall notify BCPS Safe Schools Director immediately when staffing changes occur so that key fob access codes may be changed accordingly and access revoked if necessary. An updated list of the BCSD officers and key fob identification numbers shall be sent by the BCSD to the BCPS Safe Schools Director at the beginning of every fiscal year to ensure school safety and security. BCPS will change the Bullitt County Sheriff Department's access codes annually.
4. The BCSD shall notify BCPS Safe Schools Director as soon as practicable when they intend to or have used key fobs to access a school building during non-school hours. Should the Safe Schools Director not be available, the BCSD shall contact another designated District Administrator.
5. It is recommended during routine walkthroughs of schools that officers follow BCPS school sign-in policies; however, it is not mandatory when officers are in uniform and have a valid identification and badge. When possible, officers should also coordinate walkthroughs with the school resource officer and/or school principal.
6. When the BCSD officers are conducting walkthroughs at a school there shall be no disruption to student instruction and the learning environment. The BCSD officers shall attempt to

cause minimal distractions unless a situation occurs that requires they respond in their official capacity.

7. The BCSD shall record and track when and where walkthroughs are conducted. The BCSD shall keep this report and upon request shall share the report with the BCPS Safe Schools Director.
8. The BCSD and its employees agree to adhere to State and Federal privacy requirements. If the BCSD and its officers request BCPS to release protected information it shall be through lawful subpoena or court order.
9. In the event that it becomes necessary for the BCSD to purchase key fobs (i.e. compatibility/software issues, new hire) from BCPS, key fobs shall be available for purchase at cost, \$4.00 each.
10. In the event that a key fob is lost by an officer or an officer is no longer employed by the BCSD, the BCPS Safe Schools Director shall be notified immediately and the officer's key fob access shall be revoked.
11. The BCSD employees shall not allow any unauthorized person to possess a key fob which grants access to a BCPS school facility.
12. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BCPS and the BCSD
13. BCPS Safe Schools Director and the BCSD shall exchange all necessary contact information, including email and cell phone.
14. At any time, key fob access may be suspended by the superintendent.
15. The term of the agreement shall be from July 1st to June 30<sup>th</sup> of every two school years.
16. At any point either party (Bullitt County Public Schools or BCSD) may terminate the terms of this Agreement by giving written notice to the other party. Upon termination of this Agreement, BCPS shall discontinue key fob access to BCPS facilities and/or Sheriff's office shall return all fobs distributed by BCPS staff.

**For Camera Access:** Currently, all schools are equipped with security cameras and the DEPT has the means to remotely view live feed surveillance from the cameras.

This Agreement is established for the purpose of sharing access to live feed school surveillance video with the Department. None of the surveillance cameras record audio. Both agencies recognize the value of school surveillance video in deterring crime, seek to make Bullitt County Schools as safe as possible and believe that this Agreement strikes the right balance between safety and privacy.

BCPS and DEPT agree to the following:

1. The parties agree that the School Resource Officer (SRO) and DEPT's viewing of live feed video consistent with this agreement is not considered access to an "education record" as defined by state and federal law. Notwithstanding, the parties agree and acknowledge that the SRO and DEPT's view of live video feeds received from schools within BCPS shall be limited to the specific conditions described below.
2. The designated DEPT SRO shall have access to school live feed surveillance video during regular school hours, activities and events. Said access shall be live feed video only. School surveillance video may be accessed on the SRO's departmental mobile device as well as the laptop/desktop computer supplied by BCPS. The designated SRO shall not be permitted to playback or disseminate school surveillance video absent emergency circumstances. The SRO shall not record surveillance video and ensure that no unauthorized person is permitted to view live feed video.
3. For purposes of this Agreement, "emergency situation" shall mean 1) an imminent risk of serious injury or death to people in the school or on the grounds or 2) that a hard lockdown has occurred at a school. Emergency situations does not mean routine discipline issues such as, but not limited to, student altercations, theft, tardiness, vandalism or scheduled safety drills or training.
4. When an emergency situation exists, during or after school hours, all DEPT Officers shall have surveillance video access. Access during emergency situations shall be allowed via username and password to the video surveillance website.
5. Username and passwords shall be provided to DEPT leadership only and disseminated to other DEPT employees upon an emergency situation. The usernames and passwords shall be changed as necessary by BCPS to ensure privacy and security. DEPT shall notify BCPS Safe Schools Coordinator (hereinafter "SSC"), or her designee, as soon as soon as reasonably possible when video is accessed for an emergency or exigent situation.
6. When emergency situations do not exist, DEPT shall not have access to school surveillance video without the express written permission of the SSC. The SSC may decline the request, consistent with state and federal law.
7. DEPT acknowledges that this Agreement does not authorize DEPT to conduct general surveillance unrelated to an emergency situation.
8. Generally, DEPT and the SRO shall not be permitted to playback or record surveillance video. However, in emergency situations, DEPT shall be permitted to playback surveillance video until the emergency situation is resolved.
9. Consistent with state and federal law, BCPS may refuse a request by law enforcement for recorded surveillance video. BCPS shall comply with any lawful subpoena or court order

relating to school surveillance video. Note: BCPS surveillance footage is usually available for approximately 30 days; after that time, the footage is often unavailable.

10. DEPT officers, employees and agents shall adhere to State and Federal privacy requirements.
11. DEPT officers, agents and employees shall not divulge or disseminate school surveillance video nor website username and password information to any unauthorized person.
12. DEPT shall notify the SSC immediately when a DEPT employee or agent with access to surveillance video is no longer employed by DEPT.
13. The DEPT shall ensure that DEPT leadership receives training on federal and state student privacy laws.
14. DEPT agrees that a violation of any provision of this Agreement by its employees shall be considered sanctionable misconduct.
15. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BCPS and DEPT.
16. BCPS may audit and monitor SRO and DEPT access/use of surveillance video to ensure appropriate use.
17. Each party shall be individually and separately liable and responsible for the actions of their respective officers, agents and employees in performance of their respective obligations under this Agreement.
18. At any time, in his sole discretion, access to school video surveillance by DEPT may be suspended by the Superintendent or his designee.

**Memorandum of Agreement**  
**Bullitt County Public Schools and *Bullitt County Sheriff Department***

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Walter Sholar, Sheriff  
Bullitt County Sheriff Department

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Date

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Debby Atherton, Board of Education  
Bullitt County Public Schools

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## Bullitt County Public Schools

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1040 Highway 44 East  
Shepherdsville, Kentucky 40165

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[www.bullittschools.org](http://www.bullittschools.org)

### Memorandum of Agreement Bullitt County Public Schools and *Hillview Police Department*

This Agreement of Cooperation and Understanding, effective August 1, 2021 through June 30<sup>th</sup>, 2023 is made and entered by and between Bullitt County Public Schools, 1040 Highway 44 East, Shepherdsville, KY 40165 and Hillview Police Department, 283 Crestwood Lane, Louisville, KY 40229.

This Agreement is established for the purpose of **sharing key fob and camera access** to school buildings for all of Bullitt County Public Schools. Both agencies recognize the value of accessibility to school buildings in emergency situations to deter crime and both agencies seek to make Bullitt County Public Schools as safe and secure as possible.

**For key Fob Access:** Bullitt County Public Schools (hereinafter "BCPS") and Hillview Police Department (hereinafter "HPD") agree and understand that:

1. Emergency or exigent circumstances may necessitate quick access to school facilities by the HPD. Further, general access to school facilities during regular school hours for facility walkthroughs is a benefit to both agencies and the community.
2. In the event that the HPD officers enter a facility during non-school hours, the alarm systems will sound and notify the security company.
3. The HPD shall notify BCPS Safe Schools Director immediately when staffing changes occur so that key fob access codes may be changed accordingly and access revoked if necessary. An updated list of the HPD officers and key fob identification numbers shall be sent by the HPD to the BCPS Safe Schools Director at the beginning of every fiscal year to ensure school safety and security. BCPS will change the Hillview Police Department's access codes annually.
4. The HPD shall notify BCPS Safe Schools Director as soon as practicable when they intend to or have used key fobs to access a school building during non-school hours. Should the Safe Schools Director not be available, the HPD shall contact another designated District Administrator.
5. It is recommended during routine walkthroughs of schools that officers follow BCPS school sign-in policies; however, it is not mandatory when officers are in uniform and have a valid identification and badge. When possible, officers should also coordinate walkthroughs with the school resource officer and/or school principal.
6. When the HPD officers are conducting walkthroughs at a school there shall be no disruption to student instruction and the learning environment. The HPD officers shall attempt to cause

minimal distractions unless a situation occurs that requires they respond in their official capacity.

7. The HPD shall record and track when and where walkthroughs are conducted. The HPD shall keep this report and upon request shall share the report with the BCPS Safe Schools Director.
8. The HPD and its employees agree to adhere to State and Federal privacy requirements. If the HPD and its officers request BCPS to release protected information it shall be through lawful subpoena or court order.
9. In the event that it becomes necessary for the HPD to purchase key fobs (i.e. compatibility/software issues, new hire) from BCPS, key fobs shall be available for purchase at cost, \$4.00 each.
10. In the event that a key fob is lost by an officer or an officer is no longer employed by the HPD, the BCPS Safe Schools Director shall be notified immediately and the officer's key fob access shall be revoked.
11. The HPD employees shall not allow any unauthorized person to possess a key fob which grants access to a BCPS school facility.
12. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BCPS and the HPD
13. BCPS Safe Schools Director and the HPD shall exchange all necessary contact information, including email and cell phone.
14. At any time, key fob access may be suspended by the superintendent.
15. The term of the agreement shall be from July 1st to June 30<sup>th</sup> of every two school years.
16. At any point either party (Bullitt County Public Schools or HPD) may terminate the terms of this Agreement by giving written notice to the other party. Upon termination of this Agreement, BCPS shall discontinue key fob access to BCPS facilities and/or Sheriff's office shall return all fobs distributed by BCPS staff.

**For Camera Access:** Currently, all schools are equipped with security cameras and the DEPT has the means to remotely view live feed surveillance from the cameras.

This Agreement is established for the purpose of sharing access to live feed school surveillance video with the Department. None of the surveillance cameras record audio. Both agencies recognize the value of school surveillance video in deterring crime, seek to make Bullitt County Schools as safe as possible and believe that this Agreement strikes the right balance between safety and privacy.

BCPS and DEPT agree to the following:

1. The parties agree that the School Resource Officer (SRO) and DEPT's viewing of live feed video consistent with this agreement is not considered access to an "education record" as defined by state and federal law. Notwithstanding, the parties agree and acknowledge that the SRO and DEPT's view of live video feeds received from schools within BCPS shall be limited to the specific conditions described below.
2. The designated DEPT SRO shall have access to school live feed surveillance video during regular school hours, activities and events. Said access shall be live feed video only. School surveillance video may be accessed on the SRO's departmental mobile device as well as the laptop/desktop computer supplied by BCPS. The designated SRO shall not be permitted to playback or disseminate school surveillance video absent emergency circumstances. The SRO shall not record surveillance video and ensure that no unauthorized person is permitted to view live feed video.
3. For purposes of this Agreement, "emergency situation" shall mean 1) an imminent risk of serious injury or death to people in the school or on the grounds or 2) that a hard lockdown has occurred at a school. Emergency situations does not mean routine discipline issues such as, but not limited to, student altercations, theft, tardiness, vandalism or scheduled safety drills or training.
4. When an emergency situation exists, during or after school hours, all DEPT Officers shall have surveillance video access. Access during emergency situations shall be allowed via username and password to the video surveillance website.
5. Username and passwords shall be provided to DEPT leadership only and disseminated to other DEPT employees upon an emergency situation. The usernames and passwords shall be changed as necessary by BCPS to ensure privacy and security. DEPT shall notify BCPS Safe Schools Coordinator (hereinafter "SSC"), or her designee, as soon as soon as reasonably possible when video is accessed for an emergency or exigent situation.
6. When emergency situations do not exist, DEPT shall not have access to school surveillance video without the express written permission of the SSC. The SSC may decline the request, consistent with state and federal law.
7. DEPT acknowledges that this Agreement does not authorize DEPT to conduct general surveillance unrelated to an emergency situation.
8. Generally, DEPT and the SRO shall not be permitted to playback or record surveillance video. However, in emergency situations, DEPT shall be permitted to playback surveillance video until the emergency situation is resolved.
9. Consistent with state and federal law, BCPS may refuse a request by law enforcement for recorded surveillance video. BCPS shall comply with any lawful subpoena or court order

relating to school surveillance video. Note: BCPS surveillance footage is usually available for approximately 30 days; after that time, the footage is often unavailable.

10. DEPT officers, employees and agents shall adhere to State and Federal privacy requirements.
11. DEPT officers, agents and employees shall not divulge or disseminate school surveillance video nor website username and password information to any unauthorized person.
12. DEPT shall notify the SSC immediately when a DEPT employee or agent with access to surveillance video is no longer employed by DEPT.
13. The DEPT shall ensure that DEPT leadership receives training on federal and state student privacy laws.
14. DEPT agrees that a violation of any provision of this Agreement by its employees shall be considered sanctionable misconduct.
15. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BCPS and DEPT.
16. BCPS may audit and monitor SRO and DEPT access/use of surveillance video to ensure appropriate use.
17. Each party shall be individually and separately liable and responsible for the actions of their respective officers, agents and employees in performance of their respective obligations under this Agreement.
18. At any time, in his sole discretion, access to school video surveillance by DEPT may be suspended by the Superintendent or his designee.

**Memorandum of Agreement**  
**Bullitt County Public Schools and *Hillview Police Department***

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Bill Mahoney, Chief  
Hillview Police Department

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Date

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Debby Atherton, Board of Education  
Bullitt County Public Schools

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Date

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

\_\_\_\_\_  
Date



## **Bullitt County Public Schools**

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1040 Highway 44 East  
Shepherdsville, Kentucky 40165

502-869-8000  
Fax 502-543-3608  
[www.bullittschools.org](http://www.bullittschools.org)

### **Memorandum of Agreement Bullitt County Public Schools and Lebanon Junction Police Department**

This Agreement of Cooperation and Understanding, effective August 1, 2021 through June 30<sup>th</sup>, 2023 is made and entered by and between Bullitt County Public Schools, 1040 Highway 44 East, Shepherdsville, KY 40165 and Lebanon Junction Police Department, 271 Main Street, Lebanon Junction, KY 40150.

This Agreement is established for the purpose of **sharing key fob and camera access** to school buildings for all of Bullitt County Public Schools. Both agencies recognize the value of accessibility to school buildings in emergency situations to deter crime and both agencies seek to make Bullitt County Public Schools as safe and secure as possible.

**For key Fob Access:** Bullitt County Public Schools (hereinafter "BCPS") and Lebanon Junction Police Department (hereinafter "LJPD") agree and understand that:

1. Emergency or exigent circumstances may necessitate quick access to school facilities by the LJPD. Further, general access to school facilities during regular school hours for facility walkthroughs is a benefit to both agencies and the community.
2. In the event that the LJPD officers enter a facility during non-school hours, the alarm systems will sound and notify the security company.
3. The LJPD shall notify BCPS Safe Schools Director immediately when staffing changes occur so that key fob access codes may be changed accordingly and access revoked if necessary. An updated list of the LJPD officers and key fob identification numbers shall be sent by the LJPD to the BCPS Safe Schools Director at the beginning of every fiscal year to ensure school safety and security. BCPS will change the Lebanon Junction Police Department's access codes annually.
4. The LJPD shall notify BCPS Safe Schools Director as soon as practicable when they intend to or have used key fobs to access a school building during non-school hours. Should the Safe Schools Director not be available, the LJPD shall contact another designated District Administrator.
5. It is recommended during routine walkthroughs of schools that officers follow BCPS school sign-in policies; however, it is not mandatory when officers are in uniform and have a valid identification and badge. When possible, officers should also coordinate walkthroughs with the school resource officer and/or school principal.
6. When the LJPD officers are conducting walkthroughs at a school there shall be no disruption to student instruction and the learning environment. The LJPD officers shall attempt to cause

minimal distractions unless a situation occurs that requires they respond in their official capacity.

7. The LJPd shall record and track when and where walkthroughs are conducted. The LJPd shall keep this report and upon request shall share the report with the BCPS Safe Schools Director.
8. The LJPd and its employees agree to adhere to State and Federal privacy requirements. If the LJPd and its officers request BCPS to release protected information it shall be through lawful subpoena or court order.
9. In the event that it becomes necessary for the LJPd to purchase key fobs (i.e. compatibility/software issues, new hire) from BCPS, key fobs shall be available for purchase at cost, \$4.00 each.
10. In the event that a key fob is lost by an officer or an officer is no longer employed by the LJPd, the BCPS Safe Schools Director shall be notified immediately and the officer's key fob access shall be revoked.
11. The LJPd employees shall not allow any unauthorized person to possess a key fob which grants access to a BCPS school facility.
12. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BCPS and the LJPd
13. BCPS Safe Schools Director and the LJPd shall exchange all necessary contact information, including email and cell phone.
14. At any time, key fob access may be suspended by the superintendent.
15. The term of the agreement shall be from July 1st to June 30<sup>th</sup> of every two school years.
16. At any point either party (Bullitt County Public Schools or LJPd) may terminate the terms of this Agreement by giving written notice to the other party. Upon termination of this Agreement, BCPS shall discontinue key fob access to BCPS facilities and/or Sheriff's office shall return all fobs distributed by BCPS staff.

**For Camera Access:** Currently, all schools are equipped with security cameras and the DEPT has the means to remotely view live feed surveillance from the cameras.

This Agreement is established for the purpose of sharing access to live feed school surveillance video with the Department. None of the surveillance cameras record audio. Both agencies recognize the value of school surveillance video in deterring crime, seek to make Bullitt County Schools as safe as possible and believe that this Agreement strikes the right balance between safety and privacy.

BCPS and DEPT agree to the following:

1. The parties agree that the School Resource Officer (SRO) and DEPT's viewing of live feed video consistent with this agreement is not considered access to an "education record" as defined by state and federal law. Notwithstanding, the parties agree and acknowledge that the SRO and DEPT's view of live video feeds received from schools within BCPS shall be limited to the specific conditions described below.
2. The designated DEPT SRO shall have access to school live feed surveillance video during regular school hours, activities and events. Said access shall be live feed video only. School surveillance video may be accessed on the SRO's departmental mobile device as well as the laptop/desktop computer supplied by BCPS. The designated SRO shall not be permitted to playback or disseminate school surveillance video absent emergency circumstances. The SRO shall not record surveillance video and ensure that no unauthorized person is permitted to view live feed video.
3. For purposes of this Agreement, "emergency situation" shall mean 1) an imminent risk of serious injury or death to people in the school or on the grounds or 2) that a hard lockdown has occurred at a school. Emergency situations does not mean routine discipline issues such as, but not limited to, student altercations, theft, tardiness, vandalism or scheduled safety drills or training.
4. When an emergency situation exists, during or after school hours, all DEPT Officers shall have surveillance video access. Access during emergency situations shall be allowed via username and password to the video surveillance website.
5. Username and passwords shall be provided to DEPT leadership only and disseminated to other DEPT employees upon an emergency situation. The usernames and passwords shall be changed as necessary by BCPS to ensure privacy and security. DEPT shall notify BCPS Safe Schools Coordinator (hereinafter "SSC"), or her designee, as soon as soon as reasonably possible when video is accessed for an emergency or exigent situation.
6. When emergency situations do not exist, DEPT shall not have access to school surveillance video without the express written permission of the SSC. The SSC may decline the request, consistent with state and federal law.
7. DEPT acknowledges that this Agreement does not authorize DEPT to conduct general surveillance unrelated to an emergency situation.
8. Generally, DEPT and the SRO shall not be permitted to playback or record surveillance video. However, in emergency situations, DEPT shall be permitted to playback surveillance video until the emergency situation is resolved.
9. Consistent with state and federal law, BCPS may refuse a request by law enforcement for recorded surveillance video. BCPS shall comply with any lawful subpoena or court order

relating to school surveillance video. Note: BCPS surveillance footage is usually available for approximately 30 days; after that time, the footage is often unavailable.

10. DEPT officers, employees and agents shall adhere to State and Federal privacy requirements.
11. DEPT officers, agents and employees shall not divulge or disseminate school surveillance video nor website username and password information to any unauthorized person.
12. DEPT shall notify the SSC immediately when a DEPT employee or agent with access to surveillance video is no longer employed by DEPT.
13. The DEPT shall ensure that DEPT leadership receives training on federal and state student privacy laws.
14. DEPT agrees that a violation of any provision of this Agreement by its employees shall be considered sanctionable misconduct.
15. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BCPS and DEPT.
16. BCPS may audit and monitor SRO and DEPT access/use of surveillance video to ensure appropriate use.
17. Each party shall be individually and separately liable and responsible for the actions of their respective officers, agents and employees in performance of their respective obligations under this Agreement.
18. At any time, in his sole discretion, access to school video surveillance by DEPT may be suspended by the Superintendent or his designee.

**Memorandum of Agreement**  
**Bullitt County Public Schools and *Lebanon Junction Police Department***

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Terry Phillips, Chief  
Lebanon Junction Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debby Atherton, Board of Education  
Bullitt County Public Schools

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## **Bullitt County Public Schools**

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1040 Highway 44 East  
Shepherdsville, Kentucky 40165

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Fax 502-543-3608  
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### **Memorandum of Agreement Bullitt County Public Schools and Mt. Washington Police Department**

This Agreement of Cooperation and Understanding, effective August 1, 2021 through June 30<sup>th</sup>, 2023 is made and entered by and between Bullitt County Public Schools, 1040 Highway 44 East, Shepherdsville, KY 40165 and Mt. Washington Police Department, 180 Landis Lane, Mt. Washington, KY 40047.

This Agreement is established for the purpose of **sharing key fob and camera access** to school buildings for all of Bullitt County Public Schools. Both agencies recognize the value of accessibility to school buildings in emergency situations to deter crime and both agencies seek to make Bullitt County Public Schools as safe and secure as possible.

**For key Fob Access:** Bullitt County Public Schools (hereinafter "BCPS") and Mt. Washington Police Department (hereinafter "MWPD") agree and understand that:

1. Emergency or exigent circumstances may necessitate quick access to school facilities by the MWPD. Further, general access to school facilities during regular school hours for facility walkthroughs is a benefit to both agencies and the community.
2. In the event that the MWPD officers enter a facility during non-school hours, the alarm systems will sound and notify the security company.
3. The MWPD shall notify BCPS Safe Schools Director immediately when staffing changes occur so that key fob access codes may be changed accordingly and access revoked if necessary. An updated list of the MWPD officers and key fob identification numbers shall be sent by the MWPD to the BCPS Safe Schools Director at the beginning of every fiscal year to ensure school safety and security. BCPS will change the Mt. Washington Police Department's access codes annually.
4. The MWPD shall notify BCPS Safe Schools Director as soon as practicable when they intend to or have used key fobs to access a school building during non-school hours. Should the Safe Schools Director not be available, the MWPD shall contact another designated District Administrator.
5. It is recommended during routine walkthroughs of schools that officers follow BCPS school sign-in policies; however, it is not mandatory when officers are in uniform and have a valid identification and badge. When possible, officers should also coordinate walkthroughs with the school resource officer and/or school principal.
6. When the MWPD officers are conducting walkthroughs at a school there shall be no disruption to student instruction and the learning environment. The MWPD officers shall

attempt to cause minimal distractions unless a situation occurs that requires they respond in their official capacity.

7. The MWPD shall record and track when and where walkthroughs are conducted. The MWPD shall keep this report and upon request shall share the report with the BCPS Safe Schools Director.
8. The MWPD and its employees agree to adhere to State and Federal privacy requirements. If the MWPD and its officers request BCPS to release protected information it shall be through lawful subpoena or court order.
9. In the event that it becomes necessary for the MWPD to purchase key fobs (i.e. compatibility/software issues, new hire) from BCPS, key fobs shall be available for purchase at cost, \$4.00 each.
10. In the event that a key fob is lost by an officer or an officer is no longer employed by the MWPD, the BCPS Safe Schools Director shall be notified immediately and the officer's key fob access shall be revoked.
11. The MWPD employees shall not allow any unauthorized person to possess a key fob which grants access to a BCPS school facility.
12. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BCPS and the MWPD
13. BCPS Safe Schools Director and the MWPD shall exchange all necessary contact information, including email and cell phone.
14. At any time, key fob access may be suspended by the superintendent.
15. The term of the agreement shall be from July 1st to June 30<sup>th</sup> of every two school years.
16. At any point either party (Bullitt County Public Schools or MWPD) may terminate the terms of this Agreement by giving written notice to the other party. Upon termination of this Agreement, BCPS shall discontinue key fob access to BCPS facilities and/or Sheriff's office shall return all fobs distributed by BCPS staff.

**For Camera Access:** Currently, all schools are equipped with security cameras and the DEPT has the means to remotely view live feed surveillance from the cameras.

This Agreement is established for the purpose of sharing access to live feed school surveillance video with the Department. None of the surveillance cameras record audio. Both agencies recognize the value of school surveillance video in deterring crime, seek to make Bullitt County Schools as safe as possible and believe that this Agreement strikes the right balance between safety and privacy.

BCPS and DEPT agree to the following:

1. The parties agree that the School Resource Officer (SRO) and DEPT's viewing of live feed video consistent with this agreement is not considered access to an "education record" as defined by state and federal law. Notwithstanding, the parties agree and acknowledge that the SRO and DEPT's view of live video feeds received from schools within BCPS shall be limited to the specific conditions described below.
2. The designated DEPT SRO shall have access to school live feed surveillance video during regular school hours, activities and events. Said access shall be live feed video only. School surveillance video may be accessed on the SRO's departmental mobile device as well as the laptop/desktop computer supplied by BCPS. The designated SRO shall not be permitted to playback or disseminate school surveillance video absent emergency circumstances. The SRO shall not record surveillance video and ensure that no unauthorized person is permitted to view live feed video.
3. For purposes of this Agreement, "emergency situation" shall mean 1) an imminent risk of serious injury or death to people in the school or on the grounds or 2) that a hard lockdown has occurred at a school. Emergency situations does not mean routine discipline issues such as, but not limited to, student altercations, theft, tardiness, vandalism or scheduled safety drills or training.
4. When an emergency situation exists, during or after school hours, all DEPT Officers shall have surveillance video access. Access during emergency situations shall be allowed via username and password to the video surveillance website.
5. Username and passwords shall be provided to DEPT leadership only and disseminated to other DEPT employees upon an emergency situation. The usernames and passwords shall be changed as necessary by BCPS to ensure privacy and security. DEPT shall notify BCPS Safe Schools Coordinator (hereinafter "SSC"), or her designee, as soon as soon as reasonably possible when video is accessed for an emergency or exigent situation.
6. When emergency situations do not exist, DEPT shall not have access to school surveillance video without the express written permission of the SSC. The SSC may decline the request, consistent with state and federal law.
7. DEPT acknowledges that this Agreement does not authorize DEPT to conduct general surveillance unrelated to an emergency situation.
8. Generally, DEPT and the SRO shall not be permitted to playback or record surveillance video. However, in emergency situations, DEPT shall be permitted to playback surveillance video until the emergency situation is resolved.
9. Consistent with state and federal law, BCPS may refuse a request by law enforcement for recorded surveillance video. BCPS shall comply with any lawful subpoena or court order

relating to school surveillance video. Note: BCPS surveillance footage is usually available for approximately 30 days; after that time, the footage is often unavailable.

10. DEPT officers, employees and agents shall adhere to State and Federal privacy requirements.
11. DEPT officers, agents and employees shall not divulge or disseminate school surveillance video nor website username and password information to any unauthorized person.
12. DEPT shall notify the SSC immediately when a DEPT employee or agent with access to surveillance video is no longer employed by DEPT.
13. The DEPT shall ensure that DEPT leadership receives training on federal and state student privacy laws.
14. DEPT agrees that a violation of any provision of this Agreement by its employees shall be considered sanctionable misconduct.
15. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BCPS and DEPT.
16. BCPS may audit and monitor SRO and DEPT access/use of surveillance video to ensure appropriate use.
17. Each party shall be individually and separately liable and responsible for the actions of their respective officers, agents and employees in performance of their respective obligations under this Agreement.
18. At any time, in his sole discretion, access to school video surveillance by DEPT may be suspended by the Superintendent or his designee.

**Memorandum of Agreement**  
**Bullitt County Public Schools and *Mt. Washington Police Department***

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Colonial Tim Morris, Chief  
Mt. Washington Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debby Atherton, Board of Education  
Bullitt County Public Schools

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## **Bullitt County Public Schools**

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1040 Highway 44 East  
Shepherdsville, Kentucky 40165

502-869-8000  
Fax 502-543-3608  
[www.bullittschools.org](http://www.bullittschools.org)

### **Memorandum of Agreement Bullitt County Public Schools and *Pioneer Village Police Department***

This Agreement of Cooperation and Understanding, effective August 1, 2021 through June 30<sup>th</sup>, 2023 is made and entered by and between Bullitt County Public Schools, 1040 Highway 44 East, Shepherdsville, KY 40165 and Pioneer Village Police Department, 4700 Summitt Drive, Pioneer Village, KY 40165.

This Agreement is established for the purpose of **sharing key fob and camera access** to school buildings for all of Bullitt County Public Schools. Both agencies recognize the value of accessibility to school buildings in emergency situations to deter crime and both agencies seek to make Bullitt County Public Schools as safe and secure as possible.

**For key Fob Access:** Bullitt County Public Schools (hereinafter "BCPS") and Pioneer Village Police Department (hereinafter "PVPD") agree and understand that:

1. Emergency or exigent circumstances may necessitate quick access to school facilities by the PVPD. Further, general access to school facilities during regular school hours for facility walkthroughs is a benefit to both agencies and the community.
2. In the event that the PVPD officers enter a facility during non-school hours, the alarm systems will sound and notify the security company.
3. The PVPD shall notify BCPS Safe Schools Director immediately when staffing changes occur so that key fob access codes may be changed accordingly and access revoked if necessary. An updated list of the PVPD officers and key fob identification numbers shall be sent by the PVPD to the BCPS Safe Schools Director at the beginning of every fiscal year to ensure school safety and security. BCPS will change the Pioneer Village Police Department's access codes annually.
4. The PVPD shall notify BCPS Safe Schools Director as soon as practicable when they intend to or have used key fobs to access a school building during non-school hours. Should the Safe Schools Director not be available, the PVPD shall contact another designated District Administrator.
5. It is recommended during routine walkthroughs of schools that officers follow BCPS school sign-in policies; however, it is not mandatory when officers are in uniform and have a valid identification and badge. When possible, officers should also coordinate walkthroughs with the school resource officer and/or school principal.
6. When the PVPD officers are conducting walkthroughs at a school there shall be no disruption to student instruction and the learning environment. The PVPD officers shall attempt to

cause minimal distractions unless a situation occurs that requires they respond in their official capacity.

7. The PVPD shall record and track when and where walkthroughs are conducted. The PVPD shall keep this report and upon request shall share the report with the BCPS Safe Schools Director.
8. The PVPD and its employees agree to adhere to State and Federal privacy requirements. If the PVPD and its officers request BCPS to release protected information it shall be through lawful subpoena or court order.
9. In the event that it becomes necessary for the PVPD to purchase key fobs (i.e. compatibility/software issues, new hire) from BCPS, key fobs shall be available for purchase at cost, \$4.00 each.
10. In the event that a key fob is lost by an officer or an officer is no longer employed by the PVPD, the BCPS Safe Schools Director shall be notified immediately and the officer's key fob access shall be revoked.
11. The PVPD employees shall not allow any unauthorized person to possess a key fob which grants access to a BCPS school facility.
12. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BCPS and the PVPD
13. BCPS Safe Schools Director and the PVPD shall exchange all necessary contact information, including email and cell phone.
14. At any time, key fob access may be suspended by the superintendent.
15. The term of the agreement shall be from July 1st to June 30<sup>th</sup> of every two school years.
16. At any point either party (Bullitt County Public Schools or PVPD) may terminate the terms of this Agreement by giving written notice to the other party. Upon termination of this Agreement, BCPS shall discontinue key fob access to BCPS facilities and/or Sheriff's office shall return all fobs distributed by BCPS staff.

**For Camera Access:** Currently, all schools are equipped with security cameras and the DEPT has the means to remotely view live feed surveillance from the cameras.

This Agreement is established for the purpose of sharing access to live feed school surveillance video with the Department. None of the surveillance cameras record audio. Both agencies recognize the value of school surveillance video in deterring crime, seek to make Bullitt County Schools as safe as possible and believe that this Agreement strikes the right balance between safety and privacy.

BCPS and DEPT agree to the following:

1. The parties agree that the School Resource Officer (SRO) and DEPT's viewing of live feed video consistent with this agreement is not considered access to an "education record" as defined by state and federal law. Notwithstanding, the parties agree and acknowledge that the SRO and DEPT's view of live video feeds received from schools within BCPS shall be limited to the specific conditions described below.
2. The designated DEPT SRO shall have access to school live feed surveillance video during regular school hours, activities and events. Said access shall be live feed video only. School surveillance video may be accessed on the SRO's departmental mobile device as well as the laptop/desktop computer supplied by BCPS. The designated SRO shall not be permitted to playback or disseminate school surveillance video absent emergency circumstances. The SRO shall not record surveillance video and ensure that no unauthorized person is permitted to view live feed video.
3. For purposes of this Agreement, "emergency situation" shall mean 1) an imminent risk of serious injury or death to people in the school or on the grounds or 2) that a hard lockdown has occurred at a school. Emergency situations does not mean routine discipline issues such as, but not limited to, student altercations, theft, tardiness, vandalism or scheduled safety drills or training.
4. When an emergency situation exists, during or after school hours, all DEPT Officers shall have surveillance video access. Access during emergency situations shall be allowed via username and password to the video surveillance website.
5. Username and passwords shall be provided to DEPT leadership only and disseminated to other DEPT employees upon an emergency situation. The usernames and passwords shall be changed as necessary by BCPS to ensure privacy and security. DEPT shall notify BCPS Safe Schools Coordinator (hereinafter "SSC"), or her designee, as soon as soon as reasonably possible when video is accessed for an emergency or exigent situation.
6. When emergency situations do not exist, DEPT shall not have access to school surveillance video without the express written permission of the SSC. The SSC may decline the request, consistent with state and federal law.
7. DEPT acknowledges that this Agreement does not authorize DEPT to conduct general surveillance unrelated to an emergency situation.
8. Generally, DEPT and the SRO shall not be permitted to playback or record surveillance video. However, in emergency situations, DEPT shall be permitted to playback surveillance video until the emergency situation is resolved.
9. Consistent with state and federal law, BCPS may refuse a request by law enforcement for recorded surveillance video. BCPS shall comply with any lawful subpoena or court order

relating to school surveillance video. Note: BCPS surveillance footage is usually available for approximately 30 days; after that time, the footage is often unavailable.

10. DEPT officers, employees and agents shall adhere to State and Federal privacy requirements.
11. DEPT officers, agents and employees shall not divulge or disseminate school surveillance video nor website username and password information to any unauthorized person.
12. DEPT shall notify the SSC immediately when a DEPT employee or agent with access to surveillance video is no longer employed by DEPT.
13. The DEPT shall ensure that DEPT leadership receives training on federal and state student privacy laws.
14. DEPT agrees that a violation of any provision of this Agreement by its employees shall be considered sanctionable misconduct.
15. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BCPS and DEPT.
16. BCPS may audit and monitor SRO and DEPT access/use of surveillance video to ensure appropriate use.
17. Each party shall be individually and separately liable and responsible for the actions of their respective officers, agents and employees in performance of their respective obligations under this Agreement.
18. At any time, in his sole discretion, access to school video surveillance by DEPT may be suspended by the Superintendent or his designee.

**Memorandum of Agreement**  
**Bullitt County Public Schools and *Pioneer Village Police Department***

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DJ Reynolds, Chief  
Pioneer Village Police Department

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Date

\_\_\_\_\_  
Debby Atherton, Board of Education  
Bullitt County Public Schools

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## Bullitt County Public Schools

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1040 Highway 44 East  
Shepherdsville, Kentucky 40165

502-869-8000  
Fax 502-543-3608  
[www.bullittschools.org](http://www.bullittschools.org)

### Memorandum of Agreement Bullitt County Public Schools and *Shepherdsville Police Department*

This Agreement of Cooperation and Understanding, effective August 1, 2021 through June 30<sup>th</sup>, 2023 is made and entered by and between Bullitt County Public Schools, 1040 Highway 44 East, Shepherdsville, KY 40165 and Shepherdsville Police Department, 634 Conestoga Pkwy., Shepherdsville, KY 40165.

This Agreement is established for the purpose of **sharing key fob and camera access** to school buildings for all of Bullitt County Public Schools. Both agencies recognize the value of accessibility to school buildings in emergency situations to deter crime and both agencies seek to make Bullitt County Public Schools as safe and secure as possible.

**For key Fob Access:** Bullitt County Public Schools (hereinafter "BCPS") and Shepherdsville Police Department (hereinafter "SPD") agree and understand that:

1. Emergency or exigent circumstances may necessitate quick access to school facilities by the SPD. Further, general access to school facilities during regular school hours for facility walkthroughs is a benefit to both agencies and the community.
2. In the event that the SPD officers enter a facility during non-school hours, the alarm systems will sound and notify the security company.
3. The SPD shall notify BCPS Safe Schools Director immediately when staffing changes occur so that key fob access codes may be changed accordingly and access revoked if necessary. An updated list of the SPD officers and key fob identification numbers shall be sent by the SPD to the BCPS Safe Schools Director at the beginning of every fiscal year to ensure school safety and security. BCPS will change the Shepherdsville Police Department's access codes annually.
4. The SPD shall notify BCPS Safe Schools Director as soon as practicable when they intend to or have used key fobs to access a school building during non-school hours. Should the Safe Schools Director not be available, the SPD shall contact another designated District Administrator.
5. It is recommended during routine walkthroughs of schools that officers follow BCPS school sign-in policies; however, it is not mandatory when officers are in uniform and have a valid identification and badge. When possible, officers should also coordinate walkthroughs with the school resource officer and/or school principal.
6. When the SPD officers are conducting walkthroughs at a school there shall be no disruption to student instruction and the learning environment. The SPD officers shall attempt to cause

minimal distractions unless a situation occurs that requires they respond in their official capacity.

7. The SPD shall record and track when and where walkthroughs are conducted. The SPD shall keep this report and upon request shall share the report with the BCPS Safe Schools Director.
8. The SPD and its employees agree to adhere to State and Federal privacy requirements. If the SPD and its officers request BCPS to release protected information it shall be through lawful subpoena or court order.
9. In the event that it becomes necessary for the SPD to purchase key fobs (i.e. compatibility/software issues, new hire) from BCPS, key fobs shall be available for purchase at cost, \$4.00 each.
10. In the event that a key fob is lost by an officer or an officer is no longer employed by the SPD, the BCPS Safe Schools Director shall be notified immediately and the officer's key fob access shall be revoked.
11. The SPD employees shall not allow any unauthorized person to possess a key fob which grants access to a BCPS school facility.
12. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BCPS and the SPD
13. BCPS Safe Schools Director and the SPD shall exchange all necessary contact information, including email and cell phone.
14. At any time, key fob access may be suspended by the superintendent.
15. The term of the agreement shall be from July 1st to June 30<sup>th</sup> of every two school years.
16. At any point either party (Bullitt County Public Schools or SPD) may terminate the terms of this Agreement by giving written notice to the other party. Upon termination of this Agreement, BCPS shall discontinue key fob access to BCPS facilities and/or Sheriff's office shall return all fobs distributed by BCPS staff.

**For Camera Access:** Currently, all schools are equipped with security cameras and the DEPT has the means to remotely view live feed surveillance from the cameras.

This Agreement is established for the purpose of sharing access to live feed school surveillance video with the Department. None of the surveillance cameras record audio. Both agencies recognize the value of school surveillance video in deterring crime, seek to make Bullitt County Schools as safe as possible and believe that this Agreement strikes the right balance between safety and privacy.

BCPS and DEPT agree to the following:

1. The parties agree that the School Resource Officer (SRO) and DEPT's viewing of live feed video consistent with this agreement is not considered access to an "education record" as defined by state and federal law. Notwithstanding, the parties agree and acknowledge that the SRO and DEPT's view of live video feeds received from schools within BCPS shall be limited to the specific conditions described below.
2. The designated DEPT SRO shall have access to school live feed surveillance video during regular school hours, activities and events. Said access shall be live feed video only. School surveillance video may be accessed on the SRO's departmental mobile device as well as the laptop/desktop computer supplied by BCPS. The designated SRO shall not be permitted to playback or disseminate school surveillance video absent emergency circumstances. The SRO shall not record surveillance video and ensure that no unauthorized person is permitted to view live feed video.
3. For purposes of this Agreement, "emergency situation" shall mean 1) an imminent risk of serious injury or death to people in the school or on the grounds or 2) that a hard lockdown has occurred at a school. Emergency situations does not mean routine discipline issues such as, but not limited to, student altercations, theft, tardiness, vandalism or scheduled safety drills or training.
4. When an emergency situation exists, during or after school hours, all DEPT Officers shall have surveillance video access. Access during emergency situations shall be allowed via username and password to the video surveillance website.
5. Username and passwords shall be provided to DEPT leadership only and disseminated to other DEPT employees upon an emergency situation. The usernames and passwords shall be changed as necessary by BCPS to ensure privacy and security. DEPT shall notify BCPS Safe Schools Coordinator (hereinafter "SSC"), or her designee, as soon as soon as reasonably possible when video is accessed for an emergency or exigent situation.
6. When emergency situations do not exist, DEPT shall not have access to school surveillance video without the express written permission of the SSC. The SSC may decline the request, consistent with state and federal law.
7. DEPT acknowledges that this Agreement does not authorize DEPT to conduct general surveillance unrelated to an emergency situation.
8. Generally, DEPT and the SRO shall not be permitted to playback or record surveillance video. However, in emergency situations, DEPT shall be permitted to playback surveillance video until the emergency situation is resolved.
9. Consistent with state and federal law, BCPS may refuse a request by law enforcement for recorded surveillance video. BCPS shall comply with any lawful subpoena or court order

relating to school surveillance video. Note: BCPS surveillance footage is usually available for approximately 30 days; after that time, the footage is often unavailable.

10. DEPT officers, employees and agents shall adhere to State and Federal privacy requirements.
11. DEPT officers, agents and employees shall not divulge or disseminate school surveillance video nor website username and password information to any unauthorized person.
12. DEPT shall notify the SSC immediately when a DEPT employee or agent with access to surveillance video is no longer employed by DEPT.
13. The DEPT shall ensure that DEPT leadership receives training on federal and state student privacy laws.
14. DEPT agrees that a violation of any provision of this Agreement by its employees shall be considered sanctionable misconduct.
15. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BCPS and DEPT.
16. BCPS may audit and monitor SRO and DEPT access/use of surveillance video to ensure appropriate use.
17. Each party shall be individually and separately liable and responsible for the actions of their respective officers, agents and employees in performance of their respective obligations under this Agreement.
18. At any time, in his sole discretion, access to school video surveillance by DEPT may be suspended by the Superintendent or his designee.

**Memorandum of Agreement**  
**Bullitt County Public Schools and *Shepherdsville Police Department***

\_\_\_\_\_  
Rick McCubbins, Chief  
Shepherdsville Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debby Atherton, Board of Education  
Bullitt County Public Schools

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date