

**LAW OFFICES
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January 5, 2022

Mark Thomas
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mark.thomas@todd.kyschools.us

Tracy White
Todd County Sheriff's Office
202 E. Washington St.
Elkton, KY 42220
twhite@toddcogov.com

Dear Gentlemen:

As Deputy Barnett requested, attached is an updated Memorandum of Understanding for your review. Please review the MOU to ensure it meets with your understanding of the agreement between the Board and the Sheriff.

In the event there are any questions or corrections, please contact me.

Yours Very Truly,



Harold M. Johns

HMJ/rs
Cc: Jeff Traughber, Todd County Attorney, jeff.traughber@gmail.com
Enclosed: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, made and entered into this ____ day of _____, 2021, by and between TODD COUNTY BOARD OF EDUCATION (hereinafter called "District"), and the TODD COUNTY SHERIFF (hereinafter called "Sheriff");

WITNESSETH:

Whereas, it is the desire and request of the District the Sheriff provide a deputy to serve as a School Resource Officer for the District; and,

Whereas, the District and the Sheriff desire to memorialize their agreement regarding the deputy to be provided; and,

Whereas, the parties recognize the desirability to reduce to writing their agreement.

NOW, THEREFORE, in consideration of the benefit to be derived from the collaboration between the District and the Sheriff, the parties agree as follows:

1. **TERM:** The effective date of this Agreement shall be January 1, 2022, and continue through December 31, 2022, subject to renewal.
2. **LAW ENFORCEMENT SERVICES:** The Sheriff shall provide the District with one deputy for the position of School Resource Officer (hereinafter "SRO") to provide security and law enforcement services at schools operated by the District, including Todd County Central High School, Todd County Horizons Academy, Todd County Middle School, North Todd Elementary, and South Todd Elementary. The duties and responsibilities of the SRO shall be to provide for the safety of students and staff at the school and enforce as may be necessary the criminal laws of the Commonwealth of Kentucky. It shall not be the duty of the SRO to enforce the District's Code of Student Conduct, except to the extent conduct prohibited by the Code of Student Conduct is a

violation of the criminal law. The Code of Student Conduct includes but is not limited to:

- (A) Failure to follow classroom rules or disrupting class;
- (B) Dress code violations;
- (C) Failure to carry a hall pass or other appropriate identification;
- (D) Failure to participate in or being unprepared for class;
- (E) Truancy, excessive tardiness, or skipping class;
- (F) Use of pagers, cell phones, or other electronic devices;
- (G) Possession of other inappropriate personal items;
- (H) Public displays of affection or other inappropriate touching;
- (I) Verbal arguments which are not disruptive of the learning process.

3. RISK ASSESSMENT: The SRO and the Sheriff shall consult with the Board to assist with the development of a risk assessment, enhancement of building security, and active shooter training.

4. TRAINING: The SRO shall complete the annual training required by KRS 158.4414.

5. ADDITIONAL PURPOSES: The SRO should:

- (A) Act as a liaison between the District and other agencies;
- (B) Respond to criminal activity and disturbances on school property;
- (C) Promote positive relationships between law enforcement officers, students, staff, faculty, parents, and legal guardians;
- (D) Mentor students to be more accepting of law enforcement by educating them regarding law enforcement practices;
- (E) Educate and provide law enforcement services to students, faculty, and staff.

- 6. DUTIES:** The duties of the SRO shall include but are not limited to the following:
- (A) Provide a visible deterrent to criminal activity on school property;
 - (B) Promote a safe and secure environment on school property by responding to criminal activity and disturbances on school property.
 - (C) Investigate crimes occurring within the school or stemming from incidents occurring at school;
 - (D) Assist in developing and facilitating crime prevention within the school;
 - (E) Act as a positive role model for students.
- 7. VEHICLE:** The Sheriff shall provide a police vehicle for use by the SRO as required in the performance of the SRO's duties.
- 8. EMPLOYMENT STATUS:** The deputy provided the District pursuant to this Memorandum of Understanding shall be an employee of the Sheriff, and the Sheriff shall be solely responsible for Workers' Compensation Benefits and liability insurance coverage associated with the deputy's law enforcement function(s).
- 9. SRO SUPERVISION:** The SRO shall be supervised by the Todd County Sheriff or his designee. The SRO furnished pursuant to this Agreement shall consult with the principal of each school, receiving services pursuant to this Agreement to fulfill the needs of the school or schools. Complaints concerning the job performance of the SRO shall be filed directly with the Sheriff or his designee. Consistent with the foregoing, all police disciplinary actions, if any, shall be the exclusive responsibility of the Sheriff.
- 10. SRO UNIFORM:** The SRO provided pursuant to this Agreement, during the performance of the SRO's duties at the school locations, shall wear clothing and a uniform agreed upon by and between the District and the Sheriff. The uniform or

clothing selected by the parties shall be sufficient to identify the law enforcement official as an SRO employed by the Todd County Sheriff. The cost of uniform shall be the responsibility of the Sheriff.

11. DESIGNATED POST: The SRO furnished the District pursuant to this Agreement shall be assigned primarily to Todd County Central High School; however, the SRO shall also maintain a presence at Todd County Horizons Academy, North Todd Elementary, and South Todd Elementary schools; and may from time to time, also provide a presence at Todd County Middle School which has an SRO assigned from the Elkton Police Department.

12. DUTIES: Best efforts shall be utilized to ensure the SRO will be present on a school campus during instructional time. Upon arrival to the school, the SRO shall sign in and out with the principal and shall coordinate times between the schools. It is recognized the SRO may from time to time be required to attend court or other duties. The SRO shall have lunch on the school campus daily. The SRO and a designated administrator shall coordinate SRO presence at selected sporting/extracurricular activities/events. The SRO or any other deputy present at any sporting/extracurricular activity/event has the authority to remove students, attendees, and/or parents from the activity under appropriate circumstances.

The parties recognize scheduling to avoid overtime compensation is necessary to ensure the SRO program is managed in a fiscally responsible manner. To that end, from time to time, in order to attend sporting/extracurricular activities/events, the SRO's time within the school building, during the instructional day may be reduced. The SRO and the building principal shall in advance determine an appropriate schedule

for the SRO. In the event overtime cannot be avoided, the District or requesting school shall compensate the Sheriff for the SRO's current base salary and an amount equal to one and one-half times the current base salary (hourly plus FICA and retirement) for the additional services provided by the SRO. Additional services requiring overtime compensation must be approved in advance.

In the event the SRO is unable to report for duty due to sickness, vacation, or other reason, the Sheriff and the District may determine whether or not it is appropriate to provide a deputy to replace the SRO. The SRO shall notify the Sheriff or his designee and the Todd County Central High School principal of the SRO's absence.

13. PROFESSIONAL DEVELOPMENT: The Sheriff agrees to furnish to the District an SRO who has obtained the appropriate training and is certified as an SRO. Additionally, the SRO shall maintain certification through appropriate professional development during annual training. The Sheriff shall ensure the SRO certification and professional development will remain up to date.

14. RENEWAL: This Agreement shall continue from year to year unless terminated or modified. Either party may give ninety (90) days written notice to the other of its intent not to renew this Agreement. The parties recognize the budget may be modified from time to time as agreed upon by the parties.

The District shall provide an office for the SRO at Todd County Central High School.

15. COMPENSATION FOR SERVICES: In consideration for services provided by the Sheriff to the District, as provided in this Agreement, District shall pay the Sheriff forty-four thousand ninety-six dollars and zero cents (\$44,096.00) per year

as reimbursement for the SRO's salary in four equal installments of eleven thousand twenty-four dollars and zero cents (\$11,024.00) paid quarterly. The Sheriff shall invoice the District for the payment. The payment shall be due on the fifteenth (15th) day of the first month following the end of each quarter of this Agreement, the first quarter of this Agreement commencing January 1, 2022, and concluding March 31, 2022. Payments shall continue quarterly during the term of this Memorandum of Understanding.

This is the entire Agreement of the parties, and no other term or terms will be considered unless executed with like formality.

TODD COUNTY SHERIFF'S DEPARTMENT

BY: 

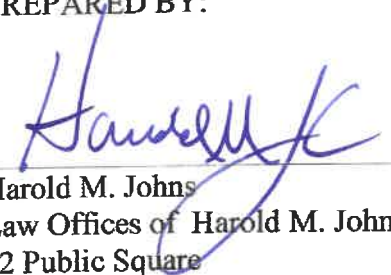
Tracy White, Sheriff

TODD COUNTY BOARD OF EDUCATION

BY: _____

Mark Thomas, Superintendent

PREPARED BY:


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