



FLOYD COUNTY BOARD OF EDUCATION
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Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item):

Consider/Approve Contract/Memorandum of Understanding with the City of Prestonsburg, KY for school Resource Officers for the 2022-2023 school year.

Applicable State or Regulations:

KRS 160.290 General Powers and Duties of the Board

KRS 158.4414 (2) Local boards of education shall ensure, for each campus in the district, that at least one (1) certified school resource officer is assigned to and working on-site full-time in the school building or buildings on the campus. If sufficient funds and qualified personnel are not available for this purpose for every campus, the local board of education shall fulfill the requirements of this subsection on a per campus basis, as approved in writing by the state school security marshal, until a certified school resource officer is assigned to and working on-site full-time on each campus in the district.

Fiscal/Budgetary Impact: The funding source is the general fund.

Prestonsburg High School SRO at cost of \$27,000.00 to the Board;

Prestonsburg Elementary School SRO at no cost to the Board for first year;

Adams Middle School SOR at no cost to the Board for first year;

\$40,000 per year, per additional campus within the Floyd County School District covered under mutual agreement of Floyd County BOE and the City of Prestonsburg. This amount shall be prorated for the remaining portion of the contract year for each new SRO hired as qualified manpower becomes available to cover additional campuses not covered by agreement with other law enforcement agencies.

History/Background:

School Resource Officers are required by Kentucky law in every school campus in the Floyd County School District. School Resource Officers role is to provide law enforcement services to a school, to promote safety, to act as a mentor, and to ensure adherence to school regulations. SROs may investigate allegations of criminal incidents and make referrals of students to juvenile authorities, when necessary.

Recommended Action:

Approve contract as presented.

Contact Person(s): Thomas Gearheart 606-886-2354


Director


Superintendent

Date:

September 21, 2022

**SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING**

This **MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into for the 2022-23 school year by and between the **City of Prestonsburg (COP)** and the **Board of Education of Floyd County, Kentucky (Board)**.

WHEREAS, in compliance with KRS 158.4414(2), the Board is authorized to enter into an MOU with a law enforcement agency to provide for school resource officer ("SRO") services.

WHEREAS, the Board is a body politic and corporate pursuant to KRS 160.160, with the legal authority to enter into contractual agreements such as this MOU;

WHEREAS, the City is created by Kentucky statute as a corporate entity with capacity to contract and be contracted with, pursuant to KRS Chapters 81 and 83; and

WHEREAS, the Board has determined, pursuant to KRS 45A.380, that competition for procuring the services called for in this MOU is not reasonably subject to the process of competitive bidding, and further it has been determined that the services called for in this MOU are of the nature consistent with KRS 45A.380(2);

WHEREAS, the COP is a local law enforcement agency as contemplated by KRS 158.441(5)(b)(2);

W I T N E S S E T H:

NOW THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, conditions, and consideration set forth herein below, the Board and COP agree as follows:

1. TERM

The term of this MOU is for the 2022-23 school year, which ends June 30, 2023. It is expressly agreed and understood that the Board and the COP shall not be bound hereby beyond June 30, 2023. Provided, however, that this MOU shall automatically renew for subsequent one (1) year periods upon the failure of either party to furnish written notice to the other party at least thirty (30) calendar days prior to June 30 of any year of this agreement.

2. TRAINING AND DUTIES

Any designated SRO under this MOU is an employee of and sworn law enforcement agent of the COP with the minimum qualifications, certification, and training set forth in KRS 158.4414. Any other provision of statute or regulation to the contrary notwithstanding, at no time shall the SRO designated under this MOU be considered an employee of the Board. The duties of the SRO include the following:

- (a) The SRO will abide by all policies of the Board.
- (b) The SRO will consult with the Board, through its superintendent and principals, for the furtherance of the SRO's duties.
- (c) The SRO will coordinate his or her school safety and school security activities, as defined by KRS 158.441 with the District's School Safety Coordinator and school administrators and other staff members to facilitate a safe and orderly educational process within each school served.
- (d) The SRO will invite individual and small group discussions with students to establish rapport with students in furtherance of his or her duties.
- (e) When requested by a school administrator, the SRO will attend parent/faculty meetings to facilitate support and understanding of the SRO program and to promote school safety and school security.
- (f) The SRO will make himself/herself available for conferences with students, parents, and faculty members to assist with problems of law enforcement or of a crime prevention nature.
- (g) The SRO will become familiar with agencies in the community which offer assistance to youth and their families such as mental health clinics, drug treatment centers, etc., and will consult with school administrators regarding possible referrals of students to such agencies
- (h) The SRO will consult with and assist the school principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student activities.
- (i) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required, including activities involving searches of students and their belongings, the seizure of items from students, restraint of students who pose an immediate threat, and taking students into custody when necessary. As soon as practical, the SRO shall, in writing, make the principal of the school aware of such actions.
- (j) At the principal's request, or as believed necessary in the exercise of his/her discretion as a sworn police officer, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law.
- (k) When requested by the superintendent or a school principal, the SRO will make every attempt to participate in and/or attend school functions.
- (l) In addition to any incident or accident reports which the SRO may be required to make pursuant to policies or General Orders of the COP, the SRO shall maintain detailed and accurate records of the operation of the School Resource Officer program, including, but not limited to, an activity/shift log reflecting the SRO's movement between covered facilities and any incidents of searches/seizures, physical restraints/interventions, taking any individual into custody, or participating in any sweeps for bombs/weapons/drugs, and shall make such records available to the superintendent or the principal of any school served by the SRO.

The SRO's duties do not include acting as a school disciplinarian, as disciplining students is a responsibility of school district employees. It is agreed and understood that the principal and school staff shall primarily be responsible for investigating and determining, in their discretion, whether a student has violated a school rule or district discipline code, along with the appropriate disciplinary 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.

In the course of their duties, school principals and other school employees may report to the SRO incidents or activities as required under KRS 158.154, KRS 158.155(4) and (5), KRS 158.156(1), and KRS 620.030(1). It is agreed and understood that the SRO, as an employee of the COP, is authorized to receive and appropriately act on these reports, and the aforementioned school personnel may satisfy such reporting requirements by informing the SRO of activities believed to fall within these statutory directives. The SRO will serve as a liaison between the school and any other government officer or agent which is investigating any activities reported consistent with these statutory provisions, which may include the county attorney, the Commonwealth's attorney, a court designated worker, or an investigator from the Cabinet for Health and Family Services.

The SRO is not to be used to supplant supervisory duties of school personnel, such as for supervising the lunchroom or hallways, but may supplement these supervisory duties when requested by the principal or those employees performing these supervisory duties. The SRO may be requested to monitor driveways and parking lot areas of school property along with directing traffic as a potential duty in conjunction with school operations.

The SRO will not discriminate in performing the responsibilities under this MOU on the basis of race, color, national origin, religion, genetic information, age, disability, or sex (including sexual orientation or gender identity). As an SRO employed by the City of Prestonsburg it is agreed that in the scope of duties SRO, pursuant to applicable Kentucky Statute authorizing them to do so, will regularly work outside the corporate limits of the City of Prestonsburg.

The SRO will review 704 KAR 7:160 relating to physical restraint and seclusion of students, which includes an SRO within the definition of "school personnel," and will, insofar as possible, seek to integrate the restrictions and requirements of that regulation with his/her training and the policies and General Orders of the COP relating to the continuum of the use of force, including the implementation of strategies to de-escalate and to refrain from using force except as a last resort for the safety of the officer or others.

At all times while performing duties under this MOU, the SRO shall remain and be considered an employee of the COP. The Board and COP acknowledge the SRO shall remain responsive to the chain of command of the Chief of Police/designee. It is agreed that SROs employed by the City of Prestonsburg will be working directly with and interacting with SROs employed by the Prestonsburg Police Department. SRO may be required to receive training with board employees which may include "safe crisis management".

3. ASSIGNMENT OF SCHOOL RESOURCE OFFICER

(a) The FCSO shall assign employed deputies to serve as SROs who shall serve at individual district locations as agreed upon pursuant to a schedule to be determined in conjunction with the principals of each school and the Superintendent/designee, which will allow for regular rendition of SRO services at said schools.

(b) The SROs shall report directly to the Chief of Police/designee who, as the SRO's supervisor, will work with the Superintendent and school administrators in providing for the rendition of SRO services as outlined herein.

(c) The SRO shall perform a regular workweek of hours, with such hours and pay to be based on an agreed salary. Regular hours are days school is in session, from 7:30 a.m. to 3:30 p.m. for a total of 40 hours per five-day work week. Lunch periods would be in accordance to the policies of the COP and the Prestonsburg Police Department. Overtime will only be reimbursed if prior approval has been given by the Superintendent/designee. If the COP uses the SRO to perform other duties at other times when school is not in session, the time spent performing those duties shall not be subject to the reimbursement required by this MOU.

4. DUTIES OF BOARD

(a) The Board shall provide an SRO the following materials and facilities deemed necessary to the performance of the SRO's duties, which will be considered the SRO's base school and the office facilities as outlined below to be provided at such school:

- Access to an air-conditioned/heated and properly lighted private office which shall contain a telephone which may be used for general business purposes;
- A location for files and records which can be properly locked and secured;
- A desk with drawers, a chair, a work table, and office supplies;
- SROs will have paid lunch time and are subject to call during their lunch (not considered duty free); and
- Access to a computer or like kind of device with connection to the internet.
- Floyd County Board of Education School Resource Officers guidelines
- Copies of any Board policies or procedures, Kentucky Administrative Regulations, or Kentucky Revised Statutes which are referenced in this MOU.

5. FINANCE TERMS AND CONDITIONS

The financing of the SRO will be as follows, pro-rated for the initial term which is less than a full school year:

The Board shall pay the COP:

**Prestonsburg High School SRO at cost of \$27,000.00 to the Board;
Prestonsburg Elementary School SOR at no cost to the Board for first year;
Adams Middle School SOR at no cost to the Board for first year;
\$40,000 per year, per additional campus within the Floyd County School District covered under mutual agreement of Floyd County BOE and the City of Prestonsburg. This amount shall be prorated for the remaining portion of the contract year for each new SRO hired as qualified manpower becomes available to cover additional campuses not covered by agreement with other law enforcement agencies.**

The COP shall be responsible for providing the SRO a vehicle. Any other expenses, including the cost of necessary law enforcement equipment and uniform, will be the responsibility of the City of Prestonsburg. Additional SROs may be hired as personnel become available.

Any adjustment in the funding formula for any subsequent school year shall be negotiated no less than sixty (60) days prior to the July 1 commencement of that subsequent school year, subject to the right of either of the parties to provide notice of termination as set out in this agreement, in the event those negotiations are unsuccessful.

6. APPOINTMENT OF SCHOOL RESOURCE OFFICER

(a) The COP shall assign an officer who is certified and qualified to be an SRO and shall provide written verification of the officer's training and certification to the Superintendent. An Interview Committee will be comprised of the Superintendent/designee, Chief of Police/designee.

(b) SRO applicants must meet the following requirements:

- (1) The applicant must be a volunteer for the position of SRO;
- (2) The applicant must be a certified, and sworn officer;
- (3) Applicants must have training as outlined above.

(c) Among additional criteria for consideration by the SRO Interview Committee are job knowledge, experience, training, education, appearance, attitude, communications skill, and bearing.

(d) The names of any applicants receiving a favorable recommendation from the SRO Interview Committee (which recommendation shall follow only upon a majority vote of the Interview Committee), shall be referred to the Chief of Police, who shall appoint an officer consistent with that recommended absent good cause shown.

7. DISMISSAL OF SCHOOL RESOURCE OFFICER: REPLACEMENT

(a) The officer appointed as SRO shall be subject to disciplinary action by the COP as provided by KRS 15.520 or other applicable law.

(b) In the event a principal of a school to which the SRO is assigned feels that the SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the Superintendent/designee that the SRO assignment be reviewed in the program at the school and shall state the reasons therefore in writing. In the event the Superintendent concludes the SRO is not performing his/her duties effectively, the Superintendent shall so advise the Chief of Police/designee in writing of the facts supporting such conclusion. The Superintendent and Chief of Police shall meet with the SRO in an effort to resolve the problem(s) identified by the Superintendent. If, within five (5) working days of the meeting referenced above, the identified problem(s) cannot be resolved, then the SRO shall be removed from the SRO program and a replacement shall be obtained following the process set out in ¶6.

(c) The Chief of Police may dismiss or reassign an SRO based upon COP Rules, Regulations, and/or General Orders.

(d) In the event of the resignation, dismissal, or reassignment of an SRO, the COP shall provide a temporary written notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the Interview Committee following the process set out in ¶6 shall recommend a replacement for the SRO position. Any temporary replacement shall have the required training and qualifications in ¶2, above.

8. TERMINATION OF MEMORANDUM OF UNDERSTANDING

This MOU may be terminated in writing thirty (30) calendar days prior to expiration of the school term set forth herein above. This MOU may in any event also be terminated with or without cause by either party upon ninety (90) calendar days written notice. Termination of this MOU may only be accomplished as provided herein.

9. NOTICES

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows or as directed to known organizational email addresses:

Superintendent
Floyd County Schools
442 Kentucky Route 550
Eastern, KY 41622

City of Prestonsburg
200 North Lake Drive
Prestonsburg, KY 41653

10. GOOD FAITH

The Board, the COP, and their respective agents and employees agree to cooperate in good faith in fulfilling the terms of this MOU. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police, or their designees.

11. MODIFICATION

This MOU constitutes the full understanding of the parties and no other terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding. Any modification of this MOU may only be accomplished in writing and signed by the parties.

12. NON-ASSIGNMENT

This MOU and each and every covenant herein, shall not be capable of assignment, or delegation unless the express written consent of the Board and COP is obtained, or unless otherwise expressly permitted herein.

13. MERGER

This MOU constitutes a final written expression of all the terms as to services of an SRO in the Floyd County Schools and is a complete and exclusive statement of those terms.

14. LIABILITY AND INDEMNITY

It is understood and agreed that during the term of this MOU and any renewal hereof, that neither of the parties shall be deemed to have accepted the legal obligations of the other, whether by reason of loss hereunder or otherwise. The COP shall purchase and maintain general liability insurance at a minimum of One Million Dollars (\$1,000,000) naming the Board of Education of Floyd County, and its officers and employees, as additional insureds, and providing insurance coverage for all acts, omissions, and services performed by the SRO as described in this MOU including insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions, and services. Further, the COP shall provide written proof of said coverage prior to the execution of this MOU, and any time thereafter on the request of the Board through the Superintendent. The insurance provided by the COP shall be deemed primary coverage relating to the acts of the SRO, and not excess coverage. Irrespective of said agreement, each party will indemnify and hold harmless the other party, including the agents of the other party, for any claims, damages, fees, expenses, and legal actions of any form or description which the indemnified party sustains as a result of the acts or omissions of the indemnifying party or any agent of the indemnifying party under this MOU.

15. NO RIGHTS IN THIRD PARTIES

This MOU is not intended to grant rights to any individual or entity not a party hereto, and is not intended by either party to work to the benefit of any third party.

16. NONDISCRIMINATION

The parties each agree reasonable action shall be taken to assure there is no discrimination under this MOU against any individual on the basis of race, color, national origin, sex, gender identity, sexual orientation, religion, genetic information, or disability.

17. SEVERABILITY

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU.

18. VENUE AND JURISDICTION

The laws of the Commonwealth of Kentucky shall govern the validity of and construction of this MOU. The parties agree the Floyd Circuit Court is the exclusive jurisdiction and venue for all disputes arising under or relating to this MOU.

19. HEADINGS

The headings used in this MOU are for the convenience of reference only and shall not control or affect the meaning or construction, or limit the scope or intent, of any provision of this MOU.

20. CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this MOU to be signed by their duly authorized officers. A photocopy shall be valid as an original to provide the terms of the MOU.

BOARD OF EDUCATION OF FLOYD COUNTY

