



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 Memorandum of Understanding between Commonwealth of Kentucky, Justice and Public Safety Cabinet, Department of Corrections, Southeast Correctional Complex and the Floyd County Board of Education

Applicable State or Regulations: KRS 160.290 General Powers and duties of the Local Board of Education.

Fiscal/Budgetary Impact: N/A

History/Background This Memorandum of Understanding is a request for emergency access to eleven buses from the Floyd County School District in the event of a catastrophic event at the Southeast Correctional Complex located in Wheelwright Kentucky requiring an emergency evacuation of inmates to the South Floyd High School Football Field. These buses would be operated by CDL trained Correctional Officers from the Kentucky Department of Corrections. This agreement stands to offer more opportunities by the Department of Corrections partnering with the Floyd County School of Innovations Law Enforcement program.

Recommended Action: Approve the agreement as presented. **Contact Person(s):** Thomas Gearheart

N/A
Principal

Thomas M. Gearheart
Director

Anna W. Shepherd
Superintendent

Date: February 14, 2023

**Memorandum of Understanding between a State Agency and
Other Governmental Body or Political Subdivision**

This Memorandum of Agreement ("MOA") is entered into by and between the Floyd County Board of Education ("Board") and the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Department of Corrections, Southeast Correctional Complex ("Commonwealth" or "SSCC"), each individually a "Party" and collectively "Parties", to establish an agreement related to access to resources.

The Parties agree:

1. The Board shall provide, (if available) up to eleven (11) (standard size) school buses to SSCC for the evacuation of SSCC inmates to temporary holding sites or other Commonwealth of Kentucky, Department of Corrections institutions within the Commonwealth of Kentucky.
 - a. SSCC shall reimburse the Board for reasonable direct expenses related to SSCC's use of school buses and other properties used during an emergency.
 - b. SSCC shall encourage staff to obtain a CDL with Passenger Endorsement, with the desired effect of providing additional bus drivers for the evacuation of inmates in the event of an emergency.
2. The Board shall provide SSCC access to South Floyd Elementary School's Football Field for the purpose of correctional emergency response team ("CERT") Officer training to include physical fitness exercises, physical agility testing, and tactical exercises.
 - a. SSCC shall not conduct munitions training on any Board property pursuant to this MOU.
3. SSCC desires to partner with the Board's "Pathways to Innovation" Programs, Career Days, Special Events, and other events, in an effort to foster career development in public safety.

Additional Terms and Conditions:

1. The Parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances.
2. Each party shall provide a contact to resolve any and all issues related to this Agreement and promptly update the contact information as necessary.
4. No change, waiver, or discharge of any liability or obligation under this Agreement on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
5. No party shall assign its respective rights or obligations under this Agreement without prior written consent of the other party. Any purported assignment or delegation in violation of this Agreement is void.

6. The terms and conditions of this Agreement may only be amended by mutual written consent of both parties.
7. The Parties agree that any violation of this Agreement may result in the immediate termination of this Agreement.
8. If any term or provision or any part of this Agreement is declared invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law.
11. Except as otherwise expressly provided herein, all notices, requests, or other communications provided for in, or pertaining to, this Agreement will be made in writing. Electronic mail ("email") shall constitute a writing.
12. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties agree that any claim, action, or lawsuit arising under this Agreement must be brought in Franklin Circuit Court in the Commonwealth of Kentucky.
13. Both parties shall have the right to terminate and cancel this Agreement at any time not to exceed thirty (30) days' written notice served on the other party by registered or certified mail.
14. Nothing in this Agreement shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, and matters of defense, now available or hereafter made available, to the Commonwealth of Kentucky, and any of its cabinets, departments, bureaus, agencies, officers, agents, or employees.
15. This Agreement is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Agreement.

Approvals

This Agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this Agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

Anna Shepherd, Superintendent

Date

C. Craig Hughes, SSCC Warden

Date