

JESSE BACON, SUPERINTENDENT
 ADRIENNE USHER, ASSISTANT SUPERINTENDENT
 BRANDY HOWARD, CHIEF ACADEMIC OFFICER
 TROY WOOD, CHIEF OPERATIONS OFFICER

Memo

To: Jesse Bacon, Superintendent
 From: Sarah Smith, Director of Safe Schools
 Date: August 8, 2023
 Re: Memorandum of Agreement for School Resource Officers

This is a request for Board approval of the attached Memorandum of Agreement between Bullitt County Public Schools and Bullitt County Mount Washington Police Department, Bullitt County Sheriff’s Office, Pioneer Village Police Department, and Shepherdsville Police Department. This agreement will allow School Resource Officers to provide safety and security at jurisdictional schools and provide support to students and staff. 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. Eric Farris of Dinsmore & Shohl, LLP, has reviewed these agreements.

cc: Troy Wood, Chief Operations Officer

A handwritten signature in black ink that reads 'Troy Wood'.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE
BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

BCSO

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of July 2023, by and between the Bullitt County Public Schools (hereinafter "BCPS"), of 1040 Highway 44E, Shepherdsville, KY 40165 and the Bullitt County Sheriff's Office (hereinafter "the Sheriff's Office"), of 300 Buckman Street, Shepherdsville, KY 40165 (Bullitt County) for the purpose of establishing and maintaining the terms under which the Sheriff's Office will provide BCPS with the services of a School Resource Officer (SRO) at North Bullitt High School (NBHS), Bullitt Alternative Center(BAC), Bernheim Middle School (BMS), Nichols Elementary (NES), Lebanon Junction Elementary (LJES), Bullitt Advanced Technical Center (ATC) and Riverview High School (ROC).

WITNESSETH:

WHEREAS, KRS 158.4414, authorizes the provision of school resource officer services by means of a contract to be entered into by local school districts with appropriate law enforcement agencies;

WHEREAS, BCPS is a body politic and corporate pursuant to KRS 160.160, with legal authority to enter into contracts;

WHEREAS, it is the intent and desire of the Sheriff's Office and BCPS to provide for the services of an SRO at BCPS as set forth herein and as authorized pursuant to KRS 158.4414;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between BCPS and the Sheriff's Office as follows:

ARTICLE I

It is the intent and provision of this Agreement to provide for the services of an SRO with such services to be rendered at such Board school sites as more fully described herein for a term commencing on August 1st, 2023, and expiring on June 30, 2024. It is expressly agreed and understood that BCPS and the Sheriff's Office will not be bound hereby beyond the foregoing term, however, the Parties hereto may extend this Agreement by mutual consent for future, one-year terms.

ARTICLE II

Rights and Duties of the Sheriff's Office

The Sheriff's Office will provide a school resource officer ("SRO") and SRO services as follows:

(A) Training

The SRO will be a sworn law enforcement officer. The Sheriff's Office shall certify in writing that the SRO has complied with the training requirements imposed by KRS 158.4414 and related Kentucky Administrative Regulations, which require at least 40 hours of in-service training each year for three years to total 120 hours. The Kentucky Law Enforcement Council must certify or recognize the in-service training for school resource officers. Failure to satisfy the training requirements could lead to the SRO's removal as required by state law and termination of this agreement. The training shall include, but not be limited to:

- i. foundations of school-based law enforcement;
- ii. threat assessment and response;
- iii. youth drug use and abuse;
- iv. social media and cyber security;
- v. school resource officers as teachers and mentors;
- vi. youth mental health awareness;
- vii. diversity and bias awareness training;
- viii. trauma-informed action;
- ix. understanding students with special needs; and
- x. de-escalation strategies.

Appointment of SRO

It is mutually agreed and understood that the Sheriff will appoint:

- a. Deputy Brian Hedges to serve as the initial SRO at North Bullitt High School (NBHS).
- b. Deputy George Thurman will serve as the SRO at Bullitt Alternative Center (BAC), Riverview Opportunity Center (ROC), and Bullitt Advanced Technical Center (ATC).
- c. Deputy Todd Harper will serve as the part-time SRO at Bernheim Middle School (BMS) at Lebanon Junction Elementary (LJES) and Nichols Elementary (NES).

The Deputy's initial appointment and assignment is a material condition of this Agreement. After consultation with and approval of the Superintendent/Designee of BCPS, the Sheriff's Office will

ensure that the designated SRO is qualified to serve as an SRO and submit documents sufficient to demonstrate his/her qualifications.

(2) The SRO will report directly to the Sheriff's Office, who, as the SRO's employer and supervisor, will work with the Superintendent/Designee of BCPS to render SRO services as outlined herein.

(3) The SRO will provide services at appropriate schools pursuant to a schedule to be determined in conjunction with the Principal and the Superintendent of BCPS, equivalent to an eight (8) hour work day.

(B) Duties of School Resource Officer

(1) Instructional responsibilities/duties of SRO

The SRO will work in conjunction with Principal and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training; teens, crime and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by respective principals and school staffs. It is agreed and understood that the SRO will perform services on a "guest lecturer" basis consistent with regulations promulgated by the Kentucky Board of Education and the Educational Professional Standards Board and will do so in conjunction with and under the direction of appropriately certified teaching personnel, or will provide such services on a co-curricular or extracurricular basis as scheduling permits.

(2) Additional Duties and Responsibilities of the SRO

a) The SRO will coordinate his or her instructional activities with the Principal and certified staff members so as to allow for the orderly educational process within the respective schools served.

b) Except in an extreme emergency, the SRO will not be called away from the appointed school by the Sheriff's Office or his designee to handle incidents off campus. BCPS will not be responsible for paying the SRO for his/her time in responding to extreme emergencies unrelated to his/her school assignment.

c) The SRO will not be responsible for handling minor, non-priority incidents typically handled by other deputies/officers. These incidents include but are not limited to, collisions, parking lot details, traffic or fire lane violations, etc.

- d) Consistent with applicable law, including privacy laws, the SRO may exchange information about suspects, incidents, and potential problems with other law enforcement agencies.
- e) The SRO will attend and complete any training required by local, state, or federal law. The SRO will develop expertise in presenting various subjects to the students. Such subjects will include a basic understanding of the laws, the role of the police officer, and the police mission.
- f) The SRO will encourage individual and small group discussions with students based on material presented in class to further establish rapport with students.
- g) The SRO will make himself/herself available for conferences with students, parents, and faculty members to assist them with problems of law enforcement or of a crime prevention nature.
- h) The SRO will assist the Principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.
- i) Should it become necessary to conduct formal police interviews with students, the SRO will adhere to Board Policy, Law Enforcement Policy, Kentucky Revised Statutes, and other legal requirements regarding such interviews.
- j) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the SRO will, verbally or in writing, make the Principal of the school aware of such action. At the Principal's request, the SRO will 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) The SRO will give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.
- l) The SRO will, whenever possible, participate in and/or attend school functions.
- m) The SRO will not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff will be responsible for investigating and determining, at their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this will 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. Upon assignment, the SRO will be provided with copies of Board disciplinary policies

and codes and the discipline codes of each school. The SRO will become familiar with district/school disciplinary codes and standards and will meet at least annually with the Superintendent (or his designee) and each principal for the purpose of reviewing applicable disciplinary standards.

n) The Principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO will then determine whether law enforcement action is appropriate with respect to those activities occurring on school property or at school sponsored functions, which a principal is directed to report to the "appropriate law enforcement agency" under KRS 158.154 ("assault resulting in serious physical injury, a sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a controlled substance in violation of the law, or damage to the property"), and those activities which an administrator, teacher, or other school employee is directed to report to the "local police department, Department, or Kentucky State police," under KRS 158.155 (such activities consisting of conduct occurring on school premises or school sponsored events which is believed to constitute a misdemeanor or violation or offense relating to deadly weapons, use, possession, or sale of controlled substances, or a felony offense), it is agreed and understood that the SRO, as an employee of the Sheriff's Office, is authorized to receive and appropriately act on any of such foregoing reports and the aforementioned school personnel may satisfy such reporting requirements by advising the SRO of activities believed to fall within the foregoing statutory directives.

o) The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. However, the SRO is expected to demonstrate a presence at appropriate schools and be available and accessible. ~~If there is a problem in such areas, the SRO may assist the school until the problem is resolved.~~ *MS/olm 7/21/23*

p) Consistent KRS 61.926, 527.020, and 527.070, as applicable, it is understood the SRO shall be armed with a firearm.

(3) Collaboration with the Principal

At a minimum, before the start of every semester, the Principal and the SRO will meet to discuss and define the role of the SRO. It is essential that both parties distinguish between disciplinary conduct, which should be handled by school employees, and illegal conduct, which may, in the

SRO's discretion, be handled as a law enforcement matter. While it may be necessary for an SRO to get involved in an incident, it does not mean criminal charges (or a ticket) must be pursued.

ARTICLE III

Rights and Duties of BCPS

BCPS will provide the full-time SRO with the following materials and facilities deemed necessary to the performance of the SRO's duties and the office facilities as outlined below to be provided:

- Computer access and district email for communication with school staff; and,
- Key fob for entry into the assigned building(s)
- Camera Access for investigative purposes
- Space permitting, the Principal may designate office space for use of the SRO. Office space is not a material condition of this agreement.

ARTICLE IV

Financial Responsibility of the School Resource Officer Program

- The District will pay the Sheriff's Office forty-four dollars \$44.00 per hour for 170 school calendar days for one SRO to be assigned to NBHS, one SRO to be assigned to BAC/ROC/ATC with a maximum annual payment of sixty thousand dollars (\$60,000). The total for this agreement for 2 SROs is \$120,000.
- The Sheriff's Office (BCSO) will provide a part-time deputy to serve as SRO on a rotational/shared basis to Bernheim Middle School (BMS), Lebanon Junction Elementary (LJES), and Nichols Elementary (NES) for \$44.00 an hour for 20 hours a week during the school calendar of 170 days, totaling a maximum annual payment of \$30,000.

The Sheriff's Office will submit a notarized BCPS Time Sheet to the school representative, then to the BCPS Safe Schools Director with days itemized for reimbursement by the 3rd of each month for the prior month for the officer that is to be reimbursed by BCPS. The District will not be responsible for any benefits of the SRO, any overtime, holiday pay, or fuel and equipment costs. BCPS's only financial responsibility for the services of the SRO is for the hourly fee stated above.

In the event of the cessation or suspension of in-person instruction due to COVID-19 or any related health emergency wherein BCPS continues to conduct student instruction via NTI or similar remote technology, the SRO shall continue to report, be available, and provide services to the School utilizing the assigned School as his/her base of operations, and the Department shall invoice for reimbursement (with accompanying notarized BCPS Time Sheets), and BCPS shall make

payment, for each day in-person instruction is ceased or suspended under the circumstances set forth above. Should the SRO not be available to report or provide services to the School on any day under the above circumstances, then the Sheriff's Office shall not invoice, and BCPS shall not make payment, for that day. Should the School not provide instruction via NTI or similar remote technology on any day during such cessation or suspension, then the SRO shall not report, and the Sheriff's Office shall not invoice, and BCPS shall not make payment, for that day.

ARTICLE V

Employment status of the School Resource Officer

The SRO will remain an employee of the Sheriff's Office and will not be an employee or agent of BCPS or the School. BCPS and the Sheriff's Office acknowledge that the SRO will remain responsive to the chain of command of the Sheriff's Office.

ARTICLE VI

Dismissal of School Resource Officer: Replacement

(A) At any time, the Superintendent, at his/her discretion and after discussion with the Sheriff's Office, may request that the designated SRO be reassigned or removed from the school. BCPS and the Sheriff's Office will then collaborate to find a mutually agreeable replacement.

(B) The Sheriff's Office may dismiss or reassign an SRO based upon Sheriff's Office Rules, Regulations, and/or General Orders and when it is in the best interest of the people of Bullitt County.

(C) However, if a mutually agreeable replacement (as referenced in Article II) cannot be found within twenty (20) business days of dismissal or removal this Agreement will be void.

ARTICLE VII

Termination of Agreement

In addition to termination by either party in writing thirty (30) days prior to expiration of the annual term hereof as provided in Article I, above, this Agreement may be terminated by either party upon ninety (90) days' written notice that any party has failed to substantially perform in accordance with the terms and conditions of this Agreement. Upon notice, BCPS will have forty-five (45) days during which to submit payment without further prejudice, and without being considered to have defaulted. This Agreement may also be terminated without cause by the Sheriff's Office upon

one hundred (100) days of written notice.

ARTICLE VIII

Notices

Any and all notices or any other communication herein required or permitted will be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows:

Jesse Bacon, EdD, Superintendent
Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, KY 40165

Sheriff Walt Sholar
Bullitt County Sheriff's Office.
300 S. Buckman Street, Shepherdsville, KY 40165

ARTICLE IX

Good Faith

The School Board, the Sheriff's Office, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Sheriff's Office, or their designees.

ARTICLE X

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document will be binding unless hereafter made in writing and signed by the parties.

ARTICLE XI

Non-Assignment

This Agreement, and each covenant herein, will not be capable of assignment unless the express written consent of BCPS and the Sheriff's Office is obtained in writing.

ARTICLE XII

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XIII

Insurance/Hold Harmless Clause

It is understood and agreed that during the term of this Agreement and any renewal hereof, the Sheriff's Office, will purchase and maintain errors and omissions and general liability insurance at a minimum of \$2,000,000.00 per policy naming BCPS, 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 Agreement 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 Sheriff's Office will provide written proof of said coverage prior to execution of this Agreement and any time thereafter on request of BCPS. The insurance provided by the Sheriff's Office will be deemed primary coverage relating to the acts of the SRO and not excess. Irrespective of said agreement and covenant, the Sheriff's Office will indemnify and hold BCPS and any and all of its members, agents, officers, and employees in their respective individual and official capacities harmless from any and all acts, omissions, claims, damages, fees, expenses, and legal actions of any form or description arising from the performance of duties by the SRO under this contract.

ARTICLE XIV

Severability

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

ARTICLE XV

Miscellaneous Terms

- a) The SRO will be permitted a 45-minute paid lunch period. During lunch, the SRO will be subject to emergency calls for incidents that occur at the School.
- b) The SRO will use the Sheriff's Office vehicles and carry a cellular phone or radio that will allow contact by BCPS and School leadership.
- c) Nothing in this agreement will limit or eliminate the need to utilize the 9-1-1 reporting system or the use of local police officers or the Sheriff's Office.
- d) The designated SRO and the Sheriff's Office will adhere to all local, state, and federal privacy regulations, including but not limited to, FERPA and HIPAA.
- e) The SRO and the Sheriff's Office will comply with all local, state, and federal firearm or gun regulations relating to the services provided pursuant to this Agreement.
- f) The SRO and the Sheriff's Office shall familiarize themselves with the *QuickAccess* software available through BCPS and the School and shall utilize that software in the performance of duties.

ARTICLE XVI

Mediation

In the event that the parties to this Agreement dispute the terms, application of the terms of this Agreement, or performance hereunder, the parties hereto agree, as a condition precedent to filing or pursuing any legal remedy, to participate in good faith in a half day of non-binding mediation, assisted by a trained neutral mediator.

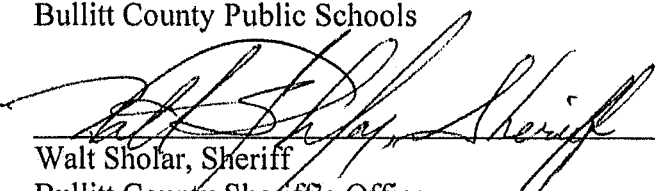
IN TESTIMONY WHEREOF, the Parties have hereunto subscribed the signatures of their authorized representatives the day and year herein indicated:

Darrell Coleman, Chair, Board of Education
Bullitt County Public Schools

Date

Jesse Bacon, Superintendent
Bullitt County Public Schools

Date



Walt Sholar, Sheriff
Bullitt County Sheriff's Office

7-21-23
Date

Kentucky Association of Counties All Lines Fund

400 Englewood Drive
Frankfort, KY 40601
Declarations Page

Policy Number P&C0003

Policy Period: 7/1/2023 to 7/1/2024

Insured Name and Address

Bullitt County Fiscal Court
PO Box 768
Shepherdsville, KY 40165

For customer service please call
(800)264-5226

Issued: 6/1/2023

Business Description Fiscal Court

In return for the payment of the premium, and subject to all the terms of the policy, we agree to provide the insurance stated in the binder.

Coverage			Deductible
General Liability (Per OCC/AGG)	3,000,000	5,000,000	0
Law Enforcement (Per OCC/AGG)	3,000,000	5,000,000	1,000
Errors/Omissions (Per OCC/AGG)	3,000,000	3,000,000	1,000
Employment Practices (Per claim / AGG) Retroactive Date: 07/01/2003	3,000,000	3,000,000	1,000
Cyber Liability (Per claim / AGG) Retroactive Date: 07/01/2015	See Policy	See Policy	2,500
Auto Liability (CSL)	3,000,000		0
Auto Comprehensive	ACV		500
Auto Collision	ACV		500
P.I.P. (No Fault)	10,000		0
Under Insured/Un-Insured	60,000	60,000	0
Non Owned Auto Coverage	Primary		
Property/Buildings	As Per Statement on File		500
Personal Property	As Per Statement on File		500
Boiler & Machinery	15,000,000		1,000
Inland Marine & EDP	As Per Statement on File		500
Business Income	500,000	500,000	0
Flood (Excluding Special Hazard Area)	1,000,000	1,000,000	0
Earthquake	See Policy	See Policy	See Policy
Crime (Other than Employee Dishonesty)	150,000		500
Employee Dishonesty	150,000		250
Legal Defense Coverage	200,000		0

Policy Exceptions: Autos listed at \$0 - liability only.

Authorized
Representative

Kris Dann

Date 6/1/2023



SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of August 2023, by and between the Bullitt County Public Schools (hereinafter "BCPS"), of 1040 Highway 44E, Shepherdsville, Ky 40165 and the Shepherdsville Police Department (hereinafter "SPD"), of 634 Conestoga Parkway, Shepherdsville, Ky. 40165 (Bullitt County) for the purpose of establishing and maintaining the terms under which SPD will provide BCPS with a service of (2) two School Resource Officers (hereinafter "SRO"); one full-time at Bullitt Central High School and one SRO assigned to share Bullitt Lick Middle School, Shepherdsville Elementary School, Cedar Grove Elementary School and Roby Elementary school. (hereinafter "the School").

WITNESSETH:

WHEREAS, KRS 158.4414, authorizes the provision of school resource officer services by means of a contract to be entered into by local school districts with appropriate law enforcement agencies;

WHEREAS, BCPS is a body politic and corporate pursuant to KRS 160.160, with legal authority to enter into contracts;

WHEREAS, it is the intent and desire of SPD and BCPS to provide for the services of an SRO at the School as set forth herein and as authorized pursuant to KRS 158.4414;

NOW, THEREFORE, in consideration of the foregoing and mutual Agreements as set forth herein below, IT IS HEREBY AGREED by and between BCPS and SPD as follows:

ARTICLE I

It is the intent and provision of this Agreement to provide for the services of an SRO with such services to be rendered at such BCPS school sites as more fully described herein for a term commencing on August 1st, 2023, and expiring on June 30, 2024. It is expressly agreed and understood that BCPS and SPD will not be bound beyond the foregoing term, however, the Parties hereto may extend this Agreement by mutual consent for future, one-year terms.

ARTICLE II

Rights and Duties of SPD

SPD will provide an SRO and SRO services as follows:

(A) Training

The SRO will be a sworn law enforcement officer. SPD shall certify in writing that the SRO has complied with the training requirements imposed by KRS 158.4414 and related Kentucky Administrative Regulations, which require at least 40 hours of in-service training each year for three years to total 120 hours. The Kentucky Law Enforcement Council must certify or recognize the in-service training for school resource officers. Failure to satisfy the training requirements could lead to the SRO's removal as required by state law and termination of this Agreement. The training shall include, but not limited to:

- i. Foundations of school-based law enforcement;
- ii. Threat assessment and response;
- iii. Youth drug use and abuse;
- iv. Social media and cyber security;
- v. School resource officers as teachers and mentors;
- vi. Youth mental health awareness;
- vii. Diversity and bias awareness training;
- viii. Trauma-informed actions;
- ix. Understanding students with special needs; and

- x. De-escalation strategies.

APPOINTMENT OF SRO

It is mutually agreed and understood that SPD will appoint

- a. Two officers to serve as the SRO for the School, as stated in the first paragraph of the agreement.

SRO 1 initial appointment and assignment is a material condition of this Agreement. After consultation with the Superintendent/Designee of BCPS, SPD will ensure that the designated SRO is qualified to serve as an SRO and submit documents sufficient to demonstrate his/her qualifications.

(2) The SRO will report directly to SPD, who, as the SRO's employer and supervisor, will work with the Superintendent/Designee of BCPS to render SRO services as outlined herein.

(3) The SRO 1 will provide services at Bullitt Central pursuant to a schedule to be determined in conjunction with the Principal of the School and the Superintendent of BCPS, equivalent to an (8) hour workday.

(4) SRO 2 will provide shared services at Bullitt Lick Middle, Shepherdsville Elementary, Roby Elementary and Cedar Grove Elementary Schools.

(B) Duties of School Resource Officer

(1) Duties and responsibilities of the SRO

a) Except in an emergency, the School SRO will not be called away from the school by SPD to handle incidents off campus. The SRO assigned to Bullitt Lick Middle School, Shepherdsville Elementary, Roby Elementary and Cedar Grove Elementary will be utilized by the agency as directed by the Chief of Police. BCPS will not be responsible for paying the SRO for his/her time in responding to extreme emergencies unrelated to his/her school assignment.

b) The SRO will be responsible for handling minor, non-priority incidents typically handled by other officers. These incidents include but are not limited to, collisions, parking lot details, fire lane violations, etc. on the assigned campus.

c) Consistent with applicable laws, including privacy laws, the SRO may exchange information about suspects, incidents, and potential problems with other law enforcement agencies.

d) The SRO will attend and complete any training required by local, state, or federal law.

e) The SRO will encourage individual and small group discussions with students to further establish rapport with students.

f) The SRO will make himself/herself available for conferences with students, parents, and faculty members to assist them with problems of law enforcement or of a crime prevention nature.

g) The SRO will assist the Principal of the School in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.

h) Should it become necessary to conduct formal police interviews with students, the SRO will adhere to SPD POLICY, LAW ENFORCEMENT POLICY, KENTUCKY REVISED STATUTES, BCPS POLICY 09.4361 POLICE OFFICERS IN THE SCHOOL and other legal requirements regarding such interviews.

i) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the SRO may (adhering to SPD Policy and DOJ regulations), verbally or in writing, make the Principal of the School aware of such action. At the Principal's request the

SRO will take appropriate law enforcement actions 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.

j) The SRO will give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

k) The SRO will, whenever possible, participate in and/or attend school functions, the services rendered will be invoiced at \$44.00 x 1.5 for an overtime rate of \$66.00 per hour. The attendance at school functions outside of the normal school day will be billed in excess of the \$60,000.00 that is agreed upon for the 170 school days and same will adhere to the \$30,000.00 Agreement.

l) The SRO will not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the Principal and appropriate school staff will be responsible for investigating and determining, at their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this will 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. Upon assignment, the SRO will be provided with copies of the Board disciplinary policies and codes and the discipline codes of Bullitt Central High School. The SRO will become familiar with district/school disciplinary codes and standards and will meet at least annually with the Superintendent (or his designee) and the Principal for the purpose of reviewing applicable disciplinary standards.

m) The Principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO will then determine whether law enforcement action is appropriate with respect to those activities occurring on school property or at a school sponsored functions, which a principal is directed to report to the "appropriate law enforcement agency" under KRS 158.154 ("assault resulting in serious physical injury, a sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm in violation of law, possession of a controlled substance in violation of the law, or damage to the property"), and those activities which an administrator, teacher, or other school employee is directed to report to the "local police department, SPD, or Kentucky State Police," under KRS 158.155 (such activities consisting of conduct occurring on school premises or school sponsored events which is believed to constitute a misdemeanor or violations or offense relating to deadly weapons, use, possession, or sale of controlled substances, or a felony offense), it is agreed and understood the SRO, as an employee of SPD, is authorized to receive and appropriately act on any such forgoing reports and the aforementioned school personnel may satisfy such reporting requirements by advising the SRO of activities believed to fall within the foregoing statutory directives.

n) The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. However, the SRO is expected to demonstrate a presence at appropriate schools and be available and accessible. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

o) Consistent KRS 61.926, 527.020, as applicable, it is understood the SRO shall be armed with a firearm.

(3) Collaboration with the Principal

At a minimum, before the start of every semester, the Principal and the SRO's Supervisor will meet to discuss and define the role of the SRO. It is essential that both parties distinguish between disciplinary conduct, which should be handled by school employees, and illegal conduct, which may, in the SRO's discretion, be handled as a law enforcement matter. While it may be necessary for an SRO to get involved in an incident, it does not mean criminal charges (or a ticket) must be pursued.

ARTICLE III

Rights and Duties of BCPS

BCPS will provide the full-time SRO with the following materials and facilities deemed necessary to the performance of the SRO's duties and the office facilities as outlined below to be provided:

Computer access and district email for communication with school staff;

Key fob for entry into all BCPS buildings;

Camera access for investigative purposes; and

The Principal shall designate office space for use of the SRO.

ARTICLE IV

Financial Responsibility of the School Resource Officer Program

The District will pay SPD forty-four dollars \$44.00 per hour for 170 school calendar days for one SRO to be assigned to the School, totaling a maximum payment of \$60,000.00.

The District will pay SPD forty-four dollars \$44.00 per hour for twenty (20) hours a week for 170 school days for one SRO assigned to Bullitt Lick Middle School, Shepherdsville Elementary, Roby Elementary, and Cedar Grove Elementary, totaling a maximum payment of \$30,000.00. SPD will cover the remaining twenty (20) hours a week for a total of 40 hours a week for 170 school days.

SPD will submit an invoice to BCPS and BCPS Safe Schools Director with days itemized for reimbursement by the 3rd of each month for the prior month for the SRO that is to be reimbursed by BCPS. The District will not be responsible for any benefits of the SRO, any overtime, holiday pay, or fuel and equipment costs. BCPS's only financial responsibility for the services of the SRO is for the hourly fee stated above.

In the event of the cessation or suspension of in person instruction due to COVID-19 or any related health emergency wherein BCPS continues to conduct student instruction via NTI or similar remote technology, the SRO shall continue to report, be available, and provide services to the School utilizing assigned school as his/her base of operations, and SPD shall invoice for reimbursement (with accompanying notarized BCPS timesheet), and BCPS shall invoice for reimbursement, for each day in person instruction is ceased or suspended under the circumstances set forth above. Should the SRO not be available to report or provide services to the School on any day under the above circumstances, then SPD shall not invoice, and BCPS shall not make payment, for that day. Should the School not provide instruction via NTI or similar remote technology on any day during such cessation or suspension, then the SRO shall not report, and SPD shall not invoice, and BCPS shall not make payment, for that day.

ARTICLE V

Termination of Agreement

In addition to termination by either party in writing thirty (30) days prior to expiration of the annual term hereof as provided in Article I, above, BCPS may terminate this Agreement anytime, with or without cause, in its discretion. Also, this Agreement may be terminated by SPD anytime with or without cause. Upon notice, BCPS will have forty-five (45) days during which to submit payment without further prejudice, and without being considered to have defaulted.

ARTICLE VI

Notices

Any and all notices or any other communication herein required or permitted will be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows:

Jesse Bacon, Superintendent

Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, Ky. 40165

Chief Steve Schmidt
Mayor Jose Cubero
City of Shepherdsville
634 Conestoga Parkway
Shepherdsville, Ky. 40165

ARTICLE VII

Good Faith

BCPS, SPD, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and SPD or their designees.

ARTICLE VIII

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understanding, or Agreement purporting to modify or vary the terms of this document will be binding unless hereafter made in writing and signed by the Parties.

ARTICLE IX

Non-Assignment

This Agreement, and each covenant herein, will not be capable of assignment unless the express written consent of BCPS and SPD is obtained in writing.

ARTICLE X

Employment status of the School Resource Officer

The SRO will remain an employee of SPD and will not be an employee or agent of BCPS or the School. BCPS and SPD acknowledge that the SRO will remain responsive to the chain of command of SPD.

ARTICLE XI

Dismissal of School Resource Officer: Replacement

(A) At any time, the Superintendent, at his/her discretion and after discussion with SPD, may request that the designated SRO be reassigned or removed from the School. The SPD Policy and KRS regarding complaints shall be followed. BCPS and SPD will then collaborate to find a replacement if the complaint is substantiated.

(B) SPD may dismiss or reassign an SRO based upon SPD rules, regulations and or general orders and when it is in the best interests of the people of Shepherdsville.

(C) However, if a mutually agreeable replacement (as referenced in Article II) cannot be found within twenty (20) business days of dismissal or removal this Agreement will be void.

ARTICLE XII

Merger

This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XIII

Insurance/Hold Harmless Clause

It is understood and agreed that during the term of this Agreement and any renewal hereof, BCPS, will purchase and maintain errors and omissions and general liability insurance at a minimum of \$2,000,000.00 per policy naming SPD, 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 Agreement including coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services. Further, BCPS will provide written proof of said coverage prior to execution of this Agreement and any time thereafter on request of SPD. The insurance provided by BCPS will be deemed primary coverage relating to the acts of the SRO and not excess. Irrespective of said Agreement and covenant, BCPS will indemnify and hold SPD and any and all of its members, agents, officers, and employees in their respective individual capacities harmless from any and all acts, omissions, claims, damages, fees, expenses, and legal actions of any form or description arising from the performance of duties by the SRO under this contract.

XIV

Severability

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

XV

Miscellaneous Terms

- a) The SRO will be permitted a 45-minute paid lunch period. During lunch, the SRO will be subject to emergency calls for incidents that occur at the school.
- b) The SRO will use SPD vehicles and carry a cellular phone or radio that will allow contact by BCPS and School Leadership.
- c) Nothing in this Agreement will limit or eliminate the need to utilize the 911 reporting system or the use of local police officers of SPD.
- d) The designated SRO and SPD will adhere to all local, state, and federal privacy regulations, including but not limited to, FERPA and HIPAA.
- e) The SRO and SPD will comply with all local, state, and federal firearm or gun regulations relating to the service provided pursuant to this Agreement.
- f) The SRO and SPD shall familiarize themselves with the Quick Access software available through BCPS and the school and shall utilize that software in the performance of duties.

XVI

Mediation

In the event that the Parties to this Agreement dispute the terms, application of the terms of this Agreement, or performance hereunder, the parties hereto agree, as a condition precedent to filing or pursuing any legal remedy, to participate in good faith in a half day of non-binding mediation, assisted by a trained neutral mediator.

IN TESTIMONY WHEREOF, the Parties have hereunto subscribed the signatures of their authorized representatives the day and year herein indicated:

Darrell Coleman, Chair, Board of Education
Bullitt County Public Schools

Date

Jesse Bacon, Superintendent
Bullitt County Public Schools

Date

Steve Schmidt, Chief of Police
Shepherdsville Police Department

Date

Jose Cubero, Mayor
City of Shepherdsville

Date

MWPD

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of August 2023, by and between the Bullitt County Public Schools (hereinafter "BCPS"), of 1040 Highway 44E, Shepherdsville, KY 40165 and the Mount Washington Police Department (hereinafter "the Department"), of 180 Landis Lane, Mount Washington, KY 40165 (Bullitt County) for the purpose of establishing and maintaining the terms under which the Department will provide BCPS with the services of a School Resource Officer (SRO) at Bullitt East High School, and a SRO covering the remaining schools, Eastside Middle, Mount Washington Middle, Mount Washington Elementary, Crossroads Elementary, Pleasant Grove Elementary and Old Mill Elementary.

WITNESSETH:

WHEREAS, KRS 158.4414, authorizes the provision of school resource officer services by means of a contract to be entered into by local school districts with appropriate law enforcement agencies;

WHEREAS, BCPS is a body politic and corporate pursuant to KRS 160.160, with legal authority to enter into contracts;

WHEREAS, it is the intent and desire of the Department and BCPS to provide for the services of an SRO at BEHS as set forth herein and as authorized pursuant to KRS 158.4414;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between BCPS and the Department as follows:

ARTICLE I

It is the intent and provision of this Agreement to provide for the services of an SRO with such services to be rendered at such Board school sites as more fully described herein for a term commencing on August 1st, 2023, and expiring on June 30, 2024. It is expressly agreed and understood that BCPS and the Department will not be bound hereby beyond the foregoing term, however, the Parties hereto may extend this Agreement by mutual consent for future, one-year terms.

ARTICLE II

Rights and Duties of the Department

The Department will provide a school resource officer ("SRO") and SRO services as follows:

- (A) Training

The SRO will be a sworn law enforcement officer. The Department shall certify in writing that the SRO has complied with the training requirements imposed by KRS 158.4414 and related Kentucky Administrative Regulations, which require at least 40 hours of in-service training each year for three years to total 120 hours. The Kentucky Law Enforcement Council must certify or recognize the in-service training for school resource officers. Failure to satisfy the training requirements could lead to the SRO's removal as required by state law and termination of this agreement.

Appointment of SRO

It is mutually agreed and understood that the Department will appoint

- a. An SRO to serve as the initial SRO at Bullitt East High School (BEHS).
- b. An SRO to serve as the SRO for EMS, MWMS, MWES, PGES, CES, and OMES

The Officer/Officer's initial appointment and assignment is a material condition of this Agreement. After consultation with and approval of the Superintendent/Designee of BCPS, the Department will ensure that the designated SRO is qualified to serve as an SRO and submit documents sufficient to demonstrate his/her qualifications.

(2) The SRO will report directly to the Department, who, as the SRO's employer and supervisor, will work with the Superintendent/Designee of BCPS to render SRO services as outlined herein.

(3) The SRO will provide services at appropriate schools pursuant to a schedule to be determined in conjunction with the Principal and the Superintendent of BCPS, equivalent to an eight (8) hour work day.

(B) Duties of School Resource Officer

- (1) Instructional responsibilities/duties of SRO

The SRO will work in conjunction with Principal and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance training, teens, crime and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by respective principals and school staffs. It is agreed and understood that the SRO will perform services on a "guest lecturer" basis consistent with regulations promulgated by the Kentucky Board of Education and the Educational Professional Standards Board and will do so in conjunction with

and under the direction of appropriately certified teaching personnel, or will provide such services on a co-curricular or extracurricular basis as scheduling permits.

(2) Additional Duties and Responsibilities of the SRO

- a) The SRO will coordinate his or her instructional activities with the Principal and certified staff members so as to allow for an orderly educational process within the respective schools served.
- b) Except in an extreme emergency, the SRO will not be called away from the appointed school by the Department or his designee to handle incidents off campus. BCPS will not be responsible for paying the SRO for his/her time in responding to extreme emergencies unrelated to school matters.
- c) The SRO will not be responsible for handling minor, non-priority incidents, which include but are not limited to, collisions, parking lot details, traffic or fire lane violations, etc.
- d) Consistent with applicable laws, including privacy laws, the SRO may exchange information about suspects, incidents, and potential problems with other law enforcement agencies.
- e) The SRO will attend and complete any training required by local, state, or federal law. The SRO will develop expertise in presenting various subjects to the students. Such subjects will include a basic understanding of the laws, the role of the police officer, and the police mission.
- f) The SRO will encourage individual and small group discussions with students based on material presented in class to further establish rapport with students.
- g) The SRO will make himself/herself available for conferences with students, parents, and faculty members to assist them with problems of law enforcement or of a crime prevention nature. Nothing in this provision will be construed to require service outside of normal working hours.
- h) The SRO will assist the Principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.
- i) Should it become necessary to conduct formal police interviews with students, the SRO will adhere to Board Policy 09.4361 (attached hereto), Law Enforcement Policy, Kentucky Revised Statutes, and other legal requirements regarding such interviews.
- j) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the SRO will, verbally or in writing, make the Principal of the school aware of such action. At the Principal's request, the SRO will take

appropriate law enforcement action against intruders and unwanted entrants who may appear at school and related school functions, to the extent that the SRO may do so under the authority of law.

k) The SRO will give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

The SRO will not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff will be responsible for investigating and determining, at their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this will 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. Upon assignment, the SRO will be provided with copies of Board disciplinary policies and codes and the discipline codes of each school. The SRO will become familiar with district/school disciplinary codes and standards and will meet at least annually with the Superintendent (or his designee) and each principal for the purpose of reviewing applicable disciplinary standards.

l) The Principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO will then determine whether law enforcement action is appropriate with respect to those activities occurring on school property or at school sponsored functions, which a principal is directed to report to the "appropriate law enforcement agency" under KRS 158.154 ("assault resulting in serious physical injury, a sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a controlled substance in violation of the law, or damage to the property"), and those activities which an administrator, teacher, or other school employee is directed to report to the "local police department, Department, or Kentucky State police," under KRS 158.155 (such activities consisting of conduct occurring on school premises or school sponsored events which is believed to constitute a misdemeanor or violation or offense relating to deadly weapons, use, possession, or sale of controlled substances, or a felony offense), it is agreed and understood that the SRO, as an employee of the Department, is authorized to receive and appropriately act on any of such foregoing reports and the aforementioned school personnel may satisfy such reporting

requirements by advising the SRO of activities believed to fall within the foregoing statutory directives.

m) The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. However, the SRO is expected to demonstrate a presence at appropriate schools and be available and accessible. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

n) Consistent KRS 61.926, 527.020, and 527.070, as applicable, it is understood the SRO shall be armed with a firearm.

(3) Collaboration with the Principal

At a minimum, before the start of every semester, the Principal, Chief of Police or designee, and the SRO will meet to discuss and define the role of the SRO. It is essential that both parties distinguish between disciplinary conduct, which should be handled by school employees, and illegal conduct, which may, in the SRO's discretion, be handled as a law enforcement matter. While it may be necessary for an SRO to get involved in an incident, it does not mean criminal charges (or a ticket) must be pursued.

ARTICLE III

Rights and Duties of BCPS

BCPS will provide the full-time SRO with the following materials and facilities deemed necessary to the performance of the SRO's duties and the office facilities as outlined below to be provided:

- Computer access and district email for communication with school staff; and,
- Key fob for entry into the assigned building(s)
- Camera Access for investigative purposes
- Space permitting, the Principal may will designate office space for use of the SRO. Office space is not a material condition of this agreement. If office space is not available, the principal will provide a location for the SRO to secure their personal belongings and equipment.

ARTICLE IV

Financial Responsibility of the School Resource Officer Program

The District will pay the Department forty-four dollars \$44.00 per hour-for 175 school calendar days for one SRO to be assigned to BEHS, totaling a maximum payment of \$61,300. The

District will pay the Department forty-four dollars \$44.00 per hour for one SRO to serve on a rotational/shared basis to EMS, MWMS, PGES, OMES, MWES, and CES for 20 hours a week during the school calendar of 175 days, totaling a maximum annual payment of \$31,630, with the expectation that MWPD will have the SRO at the locations for an additional 20 hours a week at no additional cost to BCPS. It is understood that the SRO will be teaching DARE at the locations listed in this Article.

The Department will submit a notarized BCPS Time Sheet to the school representative, then to the BCPS Safe Schools Director with days itemized for reimbursement by the 3rd of each month for the prior month for the officer that is to be reimbursed by BCPS. The District will not be responsible for any benefits of the SRO, any overtime, holiday pay, or fuel and equipment costs. BCPS's only financial responsibility for the services of the SRO is for the hourly fee stated above. However, to the extent BCPS requires any SRO to work overtime, said SRO shall be entitled to "comp time" at the rate of 1.5 hours of paid leave for each hour of overtime accrued.

In the event of the cessation or suspension of in-person instruction due to COVID-19 or any related health emergency wherein BCPS continues to conduct student instruction via NTI or similar remote technology, the SRO shall continue to report, be available, and provide services to the School utilizing the assigned School as his/her base of operations, and the Department shall invoice for reimbursement (with accompanying notarized BCPS Time Sheets), and BCPS shall make payment, for each day in-person instruction is ceased or suspended under the circumstances set forth above. Should the SRO not be available to report or provide services to the School on any day under the above circumstances, then the Department shall not invoice, and BCPS shall not make payment, for that day. Should the School not provide instruction via NTI or similar remote technology on any day during such cessation or suspension, then the SRO shall not report, and the Department shall not invoice, and BCPS shall not make payment, for that day.

ARTICLE V

Employment status of the School Resource Officer

The SRO will remain an employee of the Department and will not be an employee or agent of BCPS or the School. BCPS and the Department acknowledge that the SRO will remain responsive to the chain of command of the Department.

ARTICLE VI

Dismissal of School Resource Officer: Replacement

(A) At any time, the Superintendent, at his/her discretion and after discussion with the Department, may request that the designated SRO be reassigned or removed from the school. BCPS and the Department will then collaborate to find a mutually agreeable replacement.

(B) The Department may dismiss or reassign an SRO based upon Department Rules, Regulations, and/or General Orders and when it is in the best interest of the people of Bullitt County.

(C) However, if a mutually agreeable replacement (as referenced in Article II) cannot be found within twenty (20) business days of dismissal or removal this Agreement will be terminated.

(D) The Department may reassign the SRO for any of the following reasons: their discretion, promotion, or reassignment at the officer. The Department will then collaborate with BCPS to find a mutually agreeable replacement.

ARTICLE VII

Termination of Agreement

In addition to termination by either party in writing thirty (30) days prior to expiration of the annual term hereof as provided in Article I, above, BCPS may terminate this Agreement anytime, with or without cause, in its discretion. Also, this Agreement may be terminated by the Department upon ninety (90) days' written notice that BCPS has failed to substantially perform in accordance with the terms and conditions of this Agreement. Upon notice, BCPS will have forty-five (45) days during which to submit payment without further prejudice, and without being considered to have defaulted. This Agreement may also be terminated without cause by the Department upon one hundred (100) days of written notice.

ARTICLE VIII

Notices

Any and all notices or any other communication herein required or permitted will be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows:

To BCPS:

Jesse Bacon, EdD, Superintendent
Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, KY 40165

To Department:

Chief Marcus Laytham
Mount Washington Police Department.
P.O. Box 285
180 Landis Lane, Mount Washington, KY 40165

ARTICLE IX

Good Faith

The School Board, the Department, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Department, or their designees.

ARTICLE X

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document will be binding unless hereafter made in writing and signed by the parties.

ARTICLE XI

Non-Assignment

This Agreement, and each covenant herein, will not be capable of assignment unless the express written consent of BCPS and the Department is obtained in writing.

ARTICLE XII

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XIII

Insurance/Hold Harmless Clause

It is understood and agreed that during the term of this Agreement and any renewal hereof, the Department, will purchase and maintain errors and omissions and general liability insurance at a minimum of \$2,000,000.00 per policy. To the extent permitted by Kentucky law only, BCPS agrees to hold harmless and indemnify the City of Mt. Washington, its elected and appointed officials, employees, agents and successors in interest from and against all losses, claims, expenses, actions, causes of action, costs, damages and obligations final or otherwise, arising from any and all negligent acts or omissions or willful misconduct of the Board and its employees in the performance of its obligations under this Agreement that result in injury to persons, damage to property or loss of use of property, and not caused by the negligent act or omission or willful misconduct of the City of Mt. Washington or its employees.

XIV

Severability

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

XV

Miscellaneous Terms

- a) The SRO will be permitted a 45-minute paid lunch period. During lunch, the SRO will be subject to emergency calls for incidents that occur at the School.
- b) The SRO will use the Department vehicles and carry a cellular phone or radio that will allow contact by BCPS and School leadership.
- c) Nothing in this agreement will limit or eliminate the need to utilize the 9-1-1 reporting system or the use of local police officers or the Department.
- d) The designated SRO and the Department will adhere to all local, state, and federal privacy regulations, including but not limited to, FERPA and HIPAA.
- e) The SRO and the Department will comply with all local, state, and federal firearm or gun regulations relating to the services provided pursuant to this Agreement.

XVI

Mediation

In the event that the parties to this Agreement dispute the terms, application of the terms of this Agreement, or performance hereunder, the parties hereto agree, as a condition precedent to filing or pursuing any legal remedy, to participate in good faith in a half day of non-binding mediation, assisted by a trained neutral mediator. Additionally the parties agree that any litigation arising out of this agreement will be brought in the Bullitt Circuit Court.

Police Officers in the School

School officials shall cooperate with law enforcement agencies in cases involving students (i.e., serving of subpoenas, juvenile petitions or warrants, or taking students into custody.) As soon as possible, officials shall endeavor to notify the parents of students who are arrested.¹

When students are arrested at school, the Principal/designee shall make a written record of the identity of the officer making the arrest, the nature of the offense charged, the name of the issuing authority of any arrest warrant, and the place of custody.

CRIMES OFF SCHOOL PROPERTY

In the interest of the student's welfare, the following requirements shall be followed when police officers ask to question or remove a student from the school whom they suspect of committing a crime off school property:

1. Parents/guardians shall be notified by school officials as soon as possible.
2. If the parent(s) come to the school or consent to permit the officer(s) to interview the student, a private place for the interview shall be provided.
3. If the parent(s) cannot come to the school and do not consent to the interview, the police should be advised to either bring a warrant, court order or juvenile petition or arrange to interview the student after school hours and off the school grounds.
4. If the student is an alleged victim of abuse or neglect, school officials shall follow directions provided by the investigating officer or Cabinet for Health and Family Services representative as to whether to contact a parent² and shall provide the cabinet access to a child subject to an investigation without parental consent.³

CRIMES ON SCHOOL PROPERTY

Except in cases of emergencies involving threats to health and safety as determined by the Superintendent, when the District calls law enforcement officials to questions students concerning crimes committed on school property, the Principal shall make an effort to notify their parent(s).

SALE OF ILLEGAL DRUGS

In instances where drugs are being sold on school property, immediate action will be taken to cooperate with law enforcement officials in the apprehension of the individual(s) responsible and in the confiscation of the drugs.

REFERENCES:

¹OAG 76-129

²OAG 85-134, OAG 92-138

³KRS 620.072

RELATED POLICIES:

02.31; 09.227

Adopted/Amended: 7/24/2017

Order #: 2017-226

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IN TESTIMONY WHEREOF, the Parties have hereunto subscribed the signatures of their authorized representatives the day and year herein indicated:

Darrell Coleman, Chair, Board of Education
Bullitt County Public Schools

Date

Jesse Bacon, Superintendent
Bullitt County Public Schools

Date

Stuart Owen, Mayor
City of Mount Washington

Date

PVPD

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of August 2023, by and between the Bullitt County Public Schools (hereinafter "BCPS"), of 1040 Highway 44E, Shepherdsville, Ky 40165 and the Pioneer Village Police Department (hereinafter "PVPD"), of 4700 Summitt Dr Louisville, KY 40229 (Bullitt County) for the purpose of establishing and maintaining the terms under which PVPD will provide BCPS with a service of a School Resource Officer (SRO) at Hebron Middle School (HMS), Freedom Elementary School (FES) and Maryville Elementary School (MES).

WITNESSETH:

WHEREAS, KRS 158.4414, authorizes the provision of a certified school resource officer services by means of a contract to be entered into by local school districts with appropriate law enforcement agencies.

WHEREAS, BCPS is a body politic and corporate pursuant to KRS 160.160, with legal authority to enter into contracts.

WHEREAS, it is the intent and desire of PVPD and BCPS to provide for the services of a certified SRO at HMS, FES and MES as set forth herein and as authorized pursuant to KRS 158.4414.

WHEREAS, BCPS is aware that PVPD does not currently have qualified personnel to act as a certified SRO pursuant to KRS 158.4414(2) the Bullitt County Board of Education will obtain written approval of assigned personnel from the State School Security Marshall until training is completed.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between BCPS and PVPD as follows:

ARTICLE I

It is the intent and provision of this Agreement to provide for the services of a certified SRO with such services to be rendered at such Board school sites as more fully described herein for a term commencing on August 9, 2023, and expiring on June 30, 2024. It is expressly agreed and understood that BCPS and PVPD will not be bound beyond the foregoing term, however, the Parties hereto may extend in writing this Agreement by mutual consent for future, one-year terms.

ARTICLE II

Rights and Duties of PVPD

PVPD will provide a certified school resource officer ("SRO") and SRO services as follows:

(A) Training

The certified SRO will be a sworn law enforcement officer. PVPD shall certify in writing that the certified SRO has complied with the training requirements imposed by KRS 158.4414 and related Kentucky Administrative Regulations, which require at least 40 hours of in-service training each year for three years to total 120 hours. The Kentucky Law Enforcement Council must certify or recognize the in-service training for school resource officers. Failure to satisfy the training requirements could lead to the SRO's removal as required by state law and termination of this agreement. The training shall include, but not limited to:

- i. Foundations of school-based law enforcement.
- ii. Threat assessment and response.
- iii. Youth drug use and abuse.
- iv. Social media and cyber security.
- v. School resource officers as teachers and mentors.

- vi. Youth mental health awareness.
- vii. Diversity and bias awareness training.
- viii. Trauma-informed actions.
- ix. Understanding students with special needs; and
- x. De-escalation strategies.

APPOINTMENT OF SRO

A) The Officer shall be named by PVPD to serve as the certified SRO for Hebron Middle School, Freedom Elementary School and Maryville Elementary School as follows:

(1) The Officer's initial appointment and assignment is a material condition of this Agreement. After consultation with the Superintendent/Designee of BCPS as to the identification of the proposed SRO, PVPD will ensure that the designated SRO is qualified to serve as an SRO and submit documents sufficient to demonstrate his/her qualifications.

(2) The SRO will report directly to PVPD, who, as the SRO's employer and supervisor, will work with the Superintendent/Designee of BCPS to render SRO services as outlined herein.

(3) The SRO will provide services at Hebron Middle School (HMS), Freedom Elementary School (FES) and Maryville Elementary School (MES). pursuant to a schedule to be determined in conjunction with the Principal and the Superintendent of BCPS, equivalent to an (8) hour workday.

(B) Duties of School Resource Officer

(1) Duties and responsibilities of the SRO

a) Except in an emergency, determined by the Chief of PVPD, the SRO will not be called away from the appointed school by PVPD to handle incidents off campus. BCPS will not be responsible for paying the SRO for his/her time in responding to extreme emergencies unrelated to his/her school assignment.

b) It is one of the duties of the SRO to protect the safety of all students and staff on the school campus. The SRO may handle minor, non-priority incidents. These incidents include but are not limited to, collisions, parking lot details, or fire lane violations, etc. on the assigned campus. The SRO will not be responsible for any non-campus traffic details.

c) Consistent with applicable laws, including privacy laws, the SRO may exchange information about suspects, incidents, and potential problems with other law enforcement agencies.

d) The SRO will attend and complete any training required by local, state, or federal law.

e) The SRO will encourage individual and small group discussions with students to further establish rapport with students.

f) The SRO will make himself/herself available for conferences with students, parents, and faculty members to assist them with problems of law enforcement or of a crime prevention nature during regular school hours.

g) The SRO will assist the Principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.

h) Should it become necessary to conduct formal police interviews with students, the SRO shall be familiar with Board Policy 09.4361 and adhere to PVPD POLICY, LAW

ENFORCEMENT POLICY, KENTUCKY REVISED STATUES, and other legal requirements regarding such interviews.

i) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the SRO may (adhering to PVPD Policy and DOJ regulations), verbally or in writing, make the Principal of the school aware of such action. The SRO will take appropriate law enforcement actions 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.

j) The SRO will give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

k) The SRO will not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff will be responsible for investigating and determining, at their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this will 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. Upon assignment, the SRO will be provided with copies of the Board disciplinary policies and codes and the discipline codes of Hebron Middle School, Freedom Elementary School and Maryville Elementary School. The SRO will become familiar with district/school disciplinary codes and standards and will meet at least annually with the Superintendent (or his designee) and the Principal for the purpose of reviewing applicable disciplinary standards.

l) The Principal, school administration, or staff shall advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO will then determine whether law enforcement action is appropriate with respect to those activities occurring on school property or at a school sponsored functions, which a principal is directed to report to the "appropriate law enforcement agency" under KRS 158.154 ("assault resulting in serious physical injury, a sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm in violation of law, possession of a controlled substance in violation of the law, or damage to the property"), and those activities which an administrator, teacher, or other school employee is directed to report to the "local police department, PVPD, or Kentucky State Police," under KRS 158.155 (such activities consisting of conduct occurring on school premises or school sponsored events which is believed to constitute a misdemeanor or violations or offense relating to deadly weapons, use, possession, or sale of controlled substances, or a felony offense), it is agreed and understood the SRO, as an employee of PVPD, is authorized to receive and appropriately act on any such forgoing reports and the aforementioned school personnel may satisfy such reporting requirements by advising the SRO of activities believed to fall within the foregoing statutory directives.

m) The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. However, the SRO is expected to demonstrate a presence at appropriate schools and be available and accessible. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

n) Consistent KRS 158.4414 (5), KRS 61.926, 527.020, as applicable, it is understood the SRO shall be armed with a firearm.

(2) Collaboration with the Principal

At a minimum, before the start of every semester, the Principal and the SRO's Supervisor will meet to discuss and define the role of the SRO. It is essential that both parties distinguish between disciplinary conduct, which should be handled by school employees, and illegal conduct, which may, in the SRO's discretion, be handled as a law enforcement matter. While it may be necessary for an SRO to get involved in an incident, it does not mean criminal charges (or a ticket) must be pursued.

ARTICLE III

Rights and Duties of BCPS

BCPS will provide the full-time SRO with the following materials and facilities deemed necessary to the performance of the SRO's duties and the office facilities as outlined below to be provided:

- (1) Computer access and district email for communication with school staff; and,
- (2) Key fob for entry into all BCPS buildings and schools.
- (3) Camera access for each school for investigative purposes
- (4) The Principal shall designate private office space for use of the SRO.

ARTICLE IV

Financial Responsibility of the School Resource Officer Program

The District will pay PVPD forty-four dollars \$44.00 per hour for 170 school calendar days for one SRO to be assigned to Freedom Elementary, Hebron Middle School and Maryville Elementary, totaling a maximum payment of \$60,000.00 and to be billed as per below.

PVPD will submit an invoice to BCPS and BCPS Safe Schools Director with days itemized for reimbursement by the 3rd of each month for the prior month for the SRO that is to be reimbursed by BCPS. The District will not be responsible for any benefits of the SRO, any overtime, holiday pay, or fuel and equipment costs. BCPS's only financial responsibility for the services of the SRO is for the hourly fee stated above.

In the event of the cessation or suspension of in person instruction due to COVID-19 or any related health emergency wherein BCPS continues to conduct student instruction via NTI or similar remote technology, the SRO shall continue to report, be available, and provide services to the School utilizing assigned school as his/her base of operations, and PVPD shall invoice for reimbursement (with accompanying notarized BCPS timesheet), and Should the SRO not be available to report or provide services to the School on any day under the above circumstances, then PVPD shall not invoice, and BCPS shall not make payment, for that day. Should the school not provide instruction via NTI or similar remote technology on any day during such cessation or suspension, then the SRO shall not report, and PVPD shall not invoice, and BCPS shall not make payment, for that day.

ARTICLE V

Termination of Agreement

In addition to termination by either party in writing thirty (30) days prior to expiration of the annual term hereof as provided in Article I, above, BCPS may terminate this agreement anytime, with or without cause, in its discretion. Also, this agreement may be terminated by PVPD anytime with or without cause that BCPS has failed to substantially perform in accordance with the terms and conditions of this agreement. Upon notice, BCPS will have forty-five (45) days during which to submit payment without further prejudice, and without being considered to have defaulted.

ARTICLE VI

Notices

Any and all notices or any other communication herein required or permitted will be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows:

Jesse Bacon, Superintendent
Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, Ky. 40165

Chief DJ Reynolds
Mayor Gary W. Hatcher
City of Pioneer Village
4700 Summitt Dr
Louisville, KY 40229

ARTICLE VII

Good Faith

The School Board, PVPD, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and PVPD or their designees.

ARTICLE VIII

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understanding, or agreement purporting to modify or vary the terms of this document will be binding unless hereafter made in writing and signed by the parties.

ARTICLE IX

Non-Assignment

This agreement, and each covenant herein, will not be capable of assignment unless the express written consent of BCPS and PVPD is obtained in writing.

ARTICLE X

Employment status of the School Resource Officer

The SRO will remain an employee of PVPD and will not be an employee or agent of BCPS or the School. BCPS and PVPD acknowledge that the SRO will remain responsive to the chain of command of PVPD.

ARTICLE XI

Dismissal of School Resource Officer: Replacement

(A) At any time, the Superintendent, at his/her discretion and after discussion with PVPD, may request that the designated SRO be reassigned or removed from the school. The PVPD Policy and KRS regarding complaints shall be followed. BCPS and PVPD will then collaborate to find a mutually agreeable replacement if the complaint is substantiated. If the complaint is not substantiated the SRO will be reinstated.

(B) PVPD may dismiss or reassign an SRO based upon PVPD rules, regulations and or general orders and when it is in the best interest of the public.

(C) However, if a mutually agreeable replacement (as referenced in Article II) cannot be found within twenty business days of dismissal or removal this agreement will be void.

ARTICLE XII

Merger

This agreement constitutes a final written expression of all terms of this agreement and is a complete and exclusive statement of those terms.

ARTICLE XIII

Insurance/Hold Harmless Clause

It is understood and agreed that during the term of this agreement and any renewal hereof, BCPS, will purchase and maintain errors and omissions and general liability insurance at a minimum of \$2,000,000.00 per policy. naming PVPD, 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 agreement including coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services. Further, BCPS will provide written proof of said coverage prior to execution of this agreement and any time thereafter on request of PVPD. The insurance provided by BCPS will be deemed primary coverage relating to the acts of the SRO and not excess. Irrespective of said agreement and covenant To the extent permitted by Kentucky law, BCPS will indemnify and hold PVPD and any and all of its members, agents, officers, and employees in their respective individual capacities harmless from any and all acts, omissions, claims, damages, fees, expenses, and legal actions of any form or description arising from the performance of duties by the SRO under this contract.

XIV

Severability

The invalidity or unenforceability of any provisions of this agreement will not affect the validity or enforceability of any other provisions of this agreement.

XV

Miscellaneous Terms

- a) The SRO will be permitted a 45-minute paid lunch period. During lunch, the SRO will be subject to emergency calls for incidents that occur at the school.
- b) The SRO will use PVPD vehicles and carry a cellular phone or radio that will allow contact by BCPS and School Leadership.
- c) Nothing in this agreement will limit or eliminate the need to utilize the 911 reporting system or the use of local police officers of PVPD.
- d) The designated SRO and PVPD will adhere to all local, state, and federal privacy regulations, including but not limited to FERPA and HIPAA.
- e) The SRO and PVPD will comply with all state, and federal firearm or gun regulations relating to the service provided pursuant to this agreement.
- f) The SRO and PVPD shall familiarize themselves with the Quick Access software available through BCPS and shall utilize that software in the performance of duties.

XVI

Mediation

In the event that the parties to this agreement dispute the terms, application of the terms of this agreement, or performance hereunder, the parties hereto agree, as a condition precedent to filing or pursuing any legal remedy, to participate in good faith in a non-binding mediation, assisted by a trained neutral mediator.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this agreement to be signed by their duly authorized officers.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS AS IN TESTIMONY WHEREOF, the Parties have hereunto subscribed the signatures of their authorized representatives the day and year herein indicated:

Darrell Coleman, Chair, Board of Education
Bullitt County Public Schools

Date

Jesse Bacon, Superintendent
Bullitt County Public Schools

Date

DJ Reynolds, Chief of Police
Pioneer Village Police Department

Date

Gary W. Hatcher Mayor
City of Pioneer Village

Date

Rev. 07202023.1
Rev. 08022023.2