

## **SCHOOL RESOURCE OFFICER AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the Bullitt County Public Schools (hereinafter "BCPS"), of 1040 Highway 44E, Shepherdsville, Kentucky, 40165 and the City of Shepherdsville Police Department (hereinafter "SPD"), of 634 Conestoga Parkway, Shepherdsville, Kentucky, 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") based upon the availability of staffing; one full-time SRO at to share Bullitt Central High School and Roby Elementary School and one full-time SRO assigned to share Bullitt Lick Middle School, Shepherdsville Elementary School, and Cedar Grove Elementary School (hereinafter collectively "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 two SROs 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—Purpose of Agreement**

It is the intent and provision of this Agreement to provide for the services of two SROs with such services to be rendered at such BCPS school sites as more fully described herein for a term commencing on the 22nd day of July, 2024, and expiring on the 30th day of June, 2025. 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 two SROs and SRO services as follows:

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. Any Kentucky Law Enforcement Council required

training that falls within the school calendar shall be billed as services rendered to BCPS. 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.

### **Article III—Appointment of SRO**

(1) A designated SRO's 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) It is mutually agreed and understood that SPD will appoint two officers to serve as the SRO for the Schools, as stated in the first paragraph of the agreement based upon the availability of staffing.

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

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

(5) One SRO will provide shared services at Bullitt Lick Middle, Shepherdsville Elementary, and Cedar Grove Elementary Schools.

### **Article IV—Duties and Responsibilities of SRO**

(1) Except in an emergency, SROs will not be called away from the School by SPD 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.

(2) 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, traffic or fire lane violations, etc. on the assigned campus.

- (3) Consistent with applicable laws, including privacy laws, the SRO may exchange information about suspects, incidents, and potential problems with other law enforcement agencies.
- (4) The SRO will attend and complete any training required by local, state, or federal law. If the required training occurs during the school calendar, it will be billed as services to BCPS.
- (5) The SRO will encourage individual and small group discussions with students to further establish rapport with students.
- (6) 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.
- (7) 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.
- (8) Should it become necessary to conduct formal police interviews with students, the SRO will adhere to SPD POLICY, LAW ENFORCEMENT POLICY, KENTUCKY REVISED STATUTES, and other legal requirements regarding such interviews.
- (9) 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.
- (10) The SRO will give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.
- (11) The SRO will, whenever possible, participate in and/or attend school functions. The services rendered will be invoiced at \$47.00 x 1.5 for an overtime rate of \$70.50 per hour. The attendance at school functions outside of the normal school day will be billed in excess of the \$64,000.00 that is agreed upon for the 170 school days. Any overtime work shall be mutually agreed upon by the School and the District; the request shall be emailed to the SPD chief or his designee for approval.
- (12) 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 the 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.

(13) 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.

(14) 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 the School and be available and accessible. If there is a problem in such areas, the SRO may assist the School until the problem is resolved.

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

(16) 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 V—Rights and Duties of BCPS**

BCPS will provide the full-time SROs with the following materials and facilities deemed necessary to the performance of the SROs, 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 VI—Financial Responsibility of the SRO Program**

BCPS will pay SPD forty-seven dollars (\$47.00) per hour for forty (40) hours a week for 170 school calendar days for one SRO to be assigned to Bullitt Central High School and Roby Elementary School, totaling a maximum payment of \$64,000.00.

BCPS will pay SPD forty-seven dollars (\$47.00) per hour for forty (40) hours a week for 170 school days for one SRO to be assigned to Bullitt Lick Middle School, , Shepherdsville Elementary School, , and Cedar Grove Elementary School, totaling a maximum payment of \$64,000.00.

SPD will submit an invoice to BCPS and BCPS Safe Schools Director with days itemized for reimbursement by the 3<sup>rd</sup> of each month for the prior month for the SRO that is to be reimbursed by BCPS. BCPS will not be responsible for any benefits of the SRO, 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, each 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, 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 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 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 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, 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 IX—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 X—Modification**

This Agreement constitutes the full understanding of the parties and no terms, conditions, understanding, or document purporting to modify or vary the terms of this Agreement 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 SPD is obtained in writing.

### **ARTICLE XII—Employment Status of SRO**

The SROs will remain employees of SPD and will not be employees or agents of BCPS or the School. BCPS and SPD acknowledge that the SROs will remain responsive to the chain of command of SPD.

### **ARTICLE XIII—Dismissal of SRO: Replacement**

(1) 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 Kentucky Revised Statutes regarding complaints shall be followed. BCPS and SPD will then collaborate to find a replacement if the complaint is substantiated.

(2) 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.

(3) However, if a mutually agreeable replacement cannot be found within twenty (20) business days of dismissal or removal this Agreement will be void.

#### **ARTICLE XIV—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 XV—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 SROs 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 SROs 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 SROs under this Agreement.

#### **ARTICLE XVI—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.

#### **ARTICLE XVII—Miscellaneous Terms**

- (1) SROs will be permitted a 45-minute paid lunch period. During lunch, SROs will be subject to emergency calls for incidents that occur at the school.
- (2) SROs will use SPD vehicles and carry a cellular phone or radio that will allow contact by BCPS and School Leadership.
- (3) 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.
- (4) The designated SROs and SPD will adhere to all local, state, and federal privacy regulations, including but not limited to, FERPA and HIPAA.
- (5) The SROs and SPD will comply with all local, state, and federal firearm or gun regulations relating to the service provided pursuant to this Agreement.
- (6) The SROs and SPD shall familiarize themselves with the E3 software available through BCPS and the School and shall utilize that software in the performance of duties.

#### **ARTICLE XVIII—Mediation**

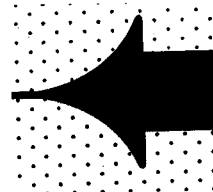
In the event that the Parties to this Agreement dispute the terms, application of the terms of this Agreement, or performance hereunder, the Parties hereto agree, as a condition

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 WITNESS WHEREOF, the Parties have caused duplicate originals of this Agreement to be signed by their duly authorized representatives on the day and year herein indicated.

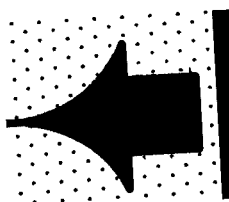
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Darrell Coleman, Chair, Board of Education  
Bullitt County Public Schools

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Date



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Jesse Bacon, Superintendent  
Bullitt County Public Schools

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Date



\_\_\_\_\_  
Steve Schmidt, Chief of Police  
Shepherdsville Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jose Cubero Mayor  
City of Shepherdsville

\_\_\_\_\_  
Date