

Memo

To: Jesse Bacon, Superintendent *JB*

From: Sarah Smith, Director of Safe Schools

Date: August 14, 2024

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 Pioneer Village Police Department. This is an amended version of an already board approved MOU, however, this will reflect graphical errors.

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

TWood

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this _____ of _____ 2024, 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 Drive, Pioneer Village, KY 40165 (Bullitt County) for the purpose of establishing and maintaining the terms under which the PVPD will provide BCPS with the services of a School Resource Officer (SRO) at Hebron Middle School (HMS), Maryville Elementary School (MES) and Freedom Elementary School (FES).

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 PVPD and BCPS to provide for the services of an SRO at HMS, MES and FES 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 PVPD 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, 2024, and expiring on June 30, 2025. It is expressly agreed and understood that BCPS and the PVPD 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 PVPD

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

(A)(1) Training

The SRO will be a sworn law enforcement officer. The PVPD shall certify in writing that the SRO shall comply 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. This certification shall cover the Officers initially assigned as set out in Paragraph (A)(2). In any event that the identified officers are unable to perform their assignment, the PVPD will fill that vacancy with patrol personnel as personnel requirements for patrol personnel will permit. As of this date, Officer Jesse Harp is a Certified SROs on staff at the PVPD . There are no other SRO's employed by the PVPD .

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

(A)(2) It is mutually agreed and understood that the Department will appoint:

- a. Officer Jesse Harp to serve as the initial SRO at HMS, MES and FES.

The listed Officer absence for any legitimate reason, including but not limited to illness, injury, training, vacation, etc., shall not constitute a violation of this contract.

The PVPD shall take all reasonable action to replace any of the above-listed Officers first with a Certified SRO or second, a Certified Patrol officer in the event of their absence. The Human Resource requirements necessary to provide Law Enforcement Patrol (the PVPD primary law enforcement responsibility) is recognized by both parties to be primary and tantamount.

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

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

(A)(4) 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 workday. The SRO shall be required to provide services during the regular 8-hour school session only. Any time spent providing services outside of the regularly scheduled school session shall be by mutual agreement and may recover additional compensation.

(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.

(1) 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.

a) Except in an emergency as declared by the Department or their designee, the SRO will not be called away from the appointed school by the PVPD or his designee to handle incidents off campus. BCPS will not be responsible for paying the SRO for his/her time in responding to emergencies unrelated to his/her school assignment.

b) 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.

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

a) 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.

b) The SRO will encourage individual and small group discussions with students based on material presented in class to further establish rapport with students.

c) 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 the normal school session.

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

e) 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. All parties recognize that the US and Kentucky Constitution, Ky State Statute, Law Enforcement Policy take precedent over Board Policy with regard to the Officers interaction with the students.

f) 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 during school hours and related school function during school hours, to the extent that the SRO may do so under the authority of law.

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

h) The SRO will, whenever possible, participate in and/or attend school functions within the 8-hour school day. Any participation outside the regular school day shall be by mutual agreement between the parties hereto and may require additional compensation.

i) 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. The PVPD shall be provided with a copy of the Board's Disciplinary Policies and codes and discipline codes for each school. 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.

j) 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 PVPD , 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. The SRO shall make a written report of any such notifications to his or her supervisor at the PVPD no less frequently than weekly.

k) 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.

l) Consistent with KRS 61.926, 527.020, and 527.070, as applicable, it is understood the SRO shall be armed with a firearm. The firearm or firearms issued and deployed by the SRO's shall be solely determined by the PVPD personnel.

(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 PVPD forty-seven dollars \$47.00 per hour for 170 school calendar days for one SRO to be assigned to HMS, FES and MES, with a maximum annual payment of sixty-four thousand dollars (\$64,000).
- The parties shall consult and establish a written schedule for the SRO setting out specific hours and days the SRO will be on campus at the schools. The travel time between campuses shall be included in the compensated time for the part-time SRO.
- Both parties recognize that the cost to the PVPD for the SRO is as follows:

The SRO for HMS/FES/MES is \$__47.00__ per hour

The PVPD will submit a notarized BCPS Time Sheet to the school representative known as Denise Rohleder, further known as the Book Keeper located at Hebron Middle School, 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, 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.

The parties shall consult one another and thereafter establish a confidential written schedule of the days and hours that the part-time SRO shall be at the school he is responsible for. Travel time between schools shall be compensated by the BCPS.

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

ARTICLE VI

Dismissal of School Resource Officer: Replacement

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

(B) The 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 people of The City of Pioneer Village.

(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 PVPD 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

Chief Dave Greenwell
PVPD Department
4700 Summitt Drive, Pioneer Village, KY 40165

ARTICLE IX

Good Faith

The School Board, the 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 the PVPD, 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 PVPD 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 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 insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services. Further, the 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 the BCPS will be deemed primary coverage relating to the acts of the SRO and not excess. Irrespective of said agreement and covenant, the BCPS will indemnify and hold ALL PVPD 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.

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 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 9-1-1 reporting system or the use of local police officers or the PVPD .
- d) The designated SRO and the PVPD will adhere to all local, state, and federal privacy regulations, including but not limited to, FERPA and HIPAA.
- e) The SRO and the PVPD will comply with all SRO Statutes for firearms relating to the services provided pursuant to this Agreement.
- f) The SRO and the PVPD shall familiarize themselves with the *E3* 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

Dave Greenwell, Chief
PVPD Department

Date

Gary Hatcher, Mayor
City of Pioneer Village

Date