



FLOYD COUNTY BOARD OF EDUCATION

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Consent Agenda Item (Action Item):

Consider/Approve Floyd County School District Memorandum of Understanding with Prestonsburg/Floyd County Emergency Communications Center.

Applicable State or Regulations:

BOE Policy 01.11 General Powers and Duties of the Board. 160.345

Fiscal/Budgetary Impact:

No Impact.

History/Background:


Floyd County Schools is currently a participant in ATT FirstNet Radio Systems. Prestonsburg/Floyd County Emergency Communications Center (ECC) will provide School Resource Officers with dispatch services using FirstNet providing instant reliable communications with ECC to enhance emergency communications.

Recommended Action:

Approve as presented.

Contact Person(s):

Thomas Gearheart, Chief Safety Officer



Director



Superintendent

Date:

March 5th, 2025

MEMORANDUM OF UNDERSTANDING

BETWEEN

FLOYD COUNTY SCHOOL DISTRICT

AND

FLOYD COUNTY 911 DISPATCH

I. PURPOSE

The safety and security of students, staff, and visitors within the Floyd County School District (FCSD) is of the highest priority. The ability of School Resource Officers (SROs) and emergency responders to communicate instantly and effectively is essential.

This Memorandum of Understanding (MOU) is established to create a seamless, efficient, and highly reliable communication system between the City of Prestonsburg Police Department, DBA Prestonsburg/Floyd County Emergency Communications Center (ECC) and the School Resource Officers assigned to FCSD through contracts with the Floyd County Sheriff's Department, Prestonsburg Police Department, Martin Police Department, and Wheelwright Police Department, and direct employees of the FCSD.

This agreement ensures the ability of SROs to respond rapidly to threats, coordinate law enforcement resources, and protect the lives of those in our schools. To achieve this, Floyd County 911 Dispatch shall provide full dispatching services to all SROs operating within the FCSD and facilitate access to the Kentucky Law Information Network (LINK) and National Crime Information Center (NCIC) systems for authorized personnel.

II. PARTIES TO THE AGREEMENT

1. **Floyd County School District (FCSD)** – responsible for overseeing all public schools within Floyd County, Kentucky, and ensuring the safety of students, staff, and visitors.
2. **ECC (Dispatch Center)** – responsible for receiving and processing emergency and non-emergency calls, dispatching law enforcement, emergency medical services, and other first responders as necessary.

III. RADIO COMMUNICATION SYSTEM

To facilitate emergency communication, FCSD and ECC agree to the following:

1. Radio Network

- The primary emergency communication system shall operate on AT&T FirstNet, the first responder network established by AT&T to which the FCSD shall be solely responsible for the monthly financial cost of use of the network and equipment.
- This network provides priority access, preemption capabilities, and enhanced security, ensuring that SROs and emergency responders maintain communication in the most critical situations.

- All radio transmissions shall comply with state and federal public safety communication standards.

2. System Maintenance & Equipment Provision

- Floyd County School District and Prestonsburg/Floyd County 911 will cooperate to maintain the radio system to ensure operational efficiency.
- FCSD shall provide, and replace when necessary, any radio equipment for the 911 dispatch center, ensuring full functionality at all times.
- FCSD and Prestonsburg/Floyd County 911 will jointly oversee technical upgrades, repairs, and replacements of district-owned radio equipment as needed.
- The 911 center shall oversee proper integration and operation of FCSD radio channels within its dispatching system.

IV. KENTUCKY LINK/NCIC ACCESS & REQUIREMENTS

As part of this agreement, Floyd County 911 Dispatch shall provide authorized access to the Kentucky Law Information Network (LINK) and the National Crime Information Center (NCIC) for the purpose of supporting SROs in their law enforcement duties within FCSD if not previously authorized.

1. Use of LINK/NCIC Data

- LINK/NCIC access shall be provided to authorized law enforcement officers assigned as SROs under contract with FCSD so long as the appropriate Terminal Agency Agreements are completed with the law enforcement officer's employing agency.
- All requests for criminal history, wanted person checks, stolen property queries, and other law enforcement database searches shall be conducted strictly in accordance with Kentucky State Police (KSP) LINK/NCIC policies and federal guidelines.
- ECC personnel shall ensure timely and accurate dissemination of LINK/NCIC information to authorized SROs in the field.

2. Compliance & Security Measures

- ECC shall ensure that all personnel handling LINK/NCIC requests complete the required training and maintain compliance with state and federal guidelines regarding system use.
- Strict confidentiality protocols shall be followed to protect sensitive law enforcement information from unauthorized disclosure.
- LINK/NCIC queries shall only be conducted for official law enforcement purposes in compliance with 28 CFR Part 20 (Criminal Justice Information Systems Regulations).
- All usage of LINK/NCIC systems shall be subject to audit by the Kentucky State Police and the Federal Bureau of Investigation (FBI).

3. Responsibilities of the ECC

- Ensure that all LINK/NCIC transactions are recorded and documented in accordance with KSP regulations.
- Immediately notify SROs of any actionable intelligence, including active warrants, missing persons, or protective orders relevant to school safety.
- Provide periodic training and refresher courses for dispatch personnel handling LINK/NCIC data for SRO-related operations.

V. SCOPE OF SERVICES

Under this MOU, ECC agrees to provide the following services to support FCSD, SROs, and designated school personnel:

1. Dispatch Communication Support

- Provide radio dispatch services to all SROs assigned to FCSD through contracts with the Floyd County Sheriff's Department, Prestonsburg Police Department, Martin Police Department, Wheelwright Police Department and those personnel directly employed by the FCSD as well as any future partnering law enforcement agency.
- Ensure direct, immediate communication between SROs, FCSD administration, and law enforcement agencies in all situations.
- Assign a dedicated radio frequency or dispatch identifier for SRO operations within the school district.

2. Emergency Call Handling

- Receive, prioritize, and dispatch all emergency calls from FCSD personnel without delay.
- Maintain real-time coordination between SROs and emergency responders.
- Provide continuous radio monitoring to ensure all school-related emergency incidents are handled with urgency and precision.

3. Training & Coordination

- Provide annual training for SROs and FCSD personnel on proper radio usage, emergency response protocols, and coordination with dispatchers.
- Participate in joint emergency drills to ensure dispatchers and first responders are fully prepared to handle school-related incidents.
- Maintain an up-to-date list of key FCSD contacts and emergency response protocols for dispatch personnel.

VI. COMPLIANCE WITH APPLICABLE LAWS & POLICIES

Both parties agree to adhere to all applicable federal, state, and local laws, including but not limited to:

- Kentucky School Safety and Resiliency Act of 2019
- Kentucky Revised Statutes (KRS) related to law enforcement and school safety
- FERPA (Family Educational Rights and Privacy Act)
- HIPAA (Health Insurance Portability and Accountability Act), if applicable
- 28 CFR Part 20 – Criminal Justice Information Systems Regulations
- Kentucky State Police LINK/NCIC User Guidelines

VII. TERM & TERMINATION

- This MOU shall become effective on _____, 2025 and remain in force for a period of one year unless terminated earlier by mutual agreement and will automatically renew each year unless notification is made 90 days prior to the expiration of this agreement.
- Either party may terminate this agreement with 90 days' written notice to the other party.
- In the event of termination, both parties agree to coordinate a transition plan to ensure continuity of emergency communication services.

VIII. SIGNATURES

Floyd County School District

Signed: _____
Name: _____
Title: _____
Date: _____

Prestonsburg Police Department

Signed: _____
Name: _____
Title: _____
Date: _____