

## **Memo**

To: Jesse Bacon, Superintendent

From: Sarah Smith, Director of Safe Schools

Date: August 13, 2025

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 the following agencies:

- Shepherdsville Police Department

The MOU approved at the July Board meeting had minor adjustments at the request of the Shepherdsville Police Department; therefore, the amended Memorandum of Agreement is requested. 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

**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 – 25-26 School Year**

THIS AGREEMENT, made and entered into this 27th day of July 2025, 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 Pkwy, Shepherdsville, KY 40165 (Bullitt County) for the purpose of establishing and maintaining the terms under which SPD will provide BCPS with the services of a three (3) School Resource Officers (SRO) covering Bullitt Central High School (BCHS), Roby Elementary (RES), Bullitt Lick Middle School (BLMS), Shepherdsville Elementary (SES), Cedar Grove Elementary, (CGES), and Bernheim Middle School (BMS).

### **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 Shepherdsville area Schools 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 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 Board school sites as more fully described herein for a term commencing on August 1<sup>st</sup>, 2025, and expiring on June 30, 2026. It is expressly agreed and understood that BCPS and SPD 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 SPD**

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

#### **(A)(1) 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. 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, SPD will fill that vacancy with patrol personnel as personnel requirements for patrol personnel will permit.

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 Chief will appoint:

- a. A SRO that will split coverage at BCHS and RES.
- b. Two SROs that will share coverages at BLMS, SES, BMS and CGES.

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

SPD shall take all reasonable action to replace any of the assigned Officers with first, a Certified SRO or second, a Certified Patrol Officer in the event of their absence, if the absence is longer than one (1) day. The Human Resource requirements necessary to provide Law Enforcement Patrol (SPD 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 of 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.

**(A)(3)** 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.

**(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 and will be invoiced at time and a half for overtime pay. 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.

## **(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 emergency as declared by the Chief or his designee, the SRO will not be called away from the appointed school by SPD 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.
- c) The SRO will be responsible for handling minor, non-priority incidents. 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 during the normal school session.
- 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 Law Enforcement Policy, Kentucky Revised Statutes, and other legal requirements

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

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 may, 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 other 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 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.

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. SPD 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.

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 SPD , 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 SPD no less frequently than weekly.

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.

p) 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 SPD 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. If a SRO has more than one school assignment, the SRO will have at least one designated space assigned.

### **ARTICLE IV**

#### **Financial Responsibility of the School Resource Officer Program**

The District will pay SPD fifty dollars (\$50.00) per hour, for 40 hours per week, for 170 school calendar days for one SRO to be assigned to BCHS/RES, one SRO to be assigned to BLMS/SES and one assigned to BES/CGES with a maximum annual payment of sixty-eight thousand dollars (\$68,000.00). The total for this agreement for 3 SROs is \$204,000.

When mandatory training occurs within the designated 170-day school calendar, the officer shall receive compensation as if performing regular work duties. Training attended outside of this 170-day period will not be subject to reimbursement by BCPS.

SPD will submit an invoice to the school representative, then to the BCPS Safe Schools Director with days itemized for reimbursement by the 3<sup>rd</sup> of each month for the prior month for the assigned 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.

In the event of the cessation or suspension of in-person instruction due to COVID-19 or any related health or safety 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 SPD shall invoice for reimbursement 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 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**

### **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 VI**

### **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. BCPS and SPD will then collaborate to find a mutually agreeable replacement.

(B) SPD may dismiss or reassign an SRO based upon Chief's Office Rules, Regulations, and/or General Orders and when it is in the best interest of the city 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 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, EdD, Superintendent  
Bullitt County Public Schools  
1040 Highway 44 East  
Shepherdsville, KY 40165

Chief Steve Schmidt  
Shepherdsville Police Department.  
634 Conestoga Pkwy, Shepherdsville, KY 40165

## **ARTICLE IX**

### **Good Faith**

The School Board, 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 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 SPD 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**

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.

## **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 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 9-1-1 reporting system or the use of local police officers or 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 services provided pursuant to this Agreement.
- f) The SRO and SPD shall familiarize themselves with the Emergent 3 software/app 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:

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Matt Mooney, 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

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Steve Schmidt, Chief  
Shepherdsville Police Department

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Date

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Jose Cubero, Mayor  
City of Shepherdsville

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Date