SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of the ____ day of _____, by and between the Hopkins County Board of Education ("the Board") and the Hopkins County Fiscal Court ("the County"). The County and the Hopkins County School District ("school district") will be referred to collectively as ("parties") throughout this MOU. This MOU constitutes the sole expression of the parties' respective obligations, expectations, rights, and duties comprised herein pursuant to KRS 158 et seq. It is the school district's intention to contract with the County to allow law enforcement services by law enforcement officers in and around its schools and it is the intention of the County to provide law enforcement services in and around the schools within the school district. The parties, therefore, mutually assent to the following recitals and terms of the MOU. The effective date of this agreement is July 1, 2026.

WITNESSETH:

WHEREAS, KRS 158.4414 requires local boards of education to ensure that certified school resource officers are assigned to and working on-site at each campus as provided by law, while further providing that nothing in KRS 158.4414 shall be interpreted or construed to require a local government, or any of its agencies or offices, to fund the school resource officer positions required of local boards of education; and

WHEREAS, the Board is a body politic and corporate entity pursuant to Kentucky law, with legal authority to enter into contracts; and

WHEREAS, the County is a governing body created by the Kentucky Constitution with legal authority to contract and be contracted with, pursuant to KRS Chapter 67; and

WHEREAS, the County possesses budgeting authority over the Hopkins County Sheriff's Department, per KRS Chapter 64; and

WHEREAS, it is the intent and desire of the County and the Board to provide for the services of an SRO, as set forth herein and as authorized pursuant to KRS 158.4414 and KRS 67, et. seq.;

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

ARTICLE I. Overview

The purpose of this MOU is to provide for the safety and security of children attending the school through the provision of School Resource Officer ("SRO") services during the times regular school is in session and at the school sites more fully described in Article II(B)(1) below. The term of this MOU shall commence on July 1, 2026 and continue for a period of three (3) years, expiring on June 30, 2029 (the "Term Prior to the expiration of the Term, the parties shall negotiate in good faith regarding the terms and financial arrangements of any successor agreement. Either Party may terminate this MOU at any time, with or without cause, upon thirty (30) days' written notice to the other Party. Any notice of termination shall be provided in accordance with Article VIII.

ARTICLE II. Rights and Duties of the County

The County shall provide an SRO and SRO services as follows:

(A) Training

The SRO shall be a sworn law enforcement officer employed by the Hopkins County Sheriff. Prior to the assignment of a person to serve as SRO, the County shall certify in writing to the Board that the person has met the training requirements established in KRS 158.4414 or is eligible to meet the training requirements and that the Hopkins County Fiscal Court is

enrolling the person in such training. Any replacement SRO under this agreement shall also have specialized training as contemplated by KRS 158.4414(5).

(B) Assignment of School Resource Officer

(1) The County shall assign six (6) regularly employed law enforcement officers to serve as SROs at the following schools: Hopkins County Central High School, South Hopkins Middle School, Southside Elementary School, Hanson Elementary School and West Hopkins. One (1) SRO shall be assigned to each school, except Hopkins County Central High School, which shall be assigned two (2) SROs. The SROs shall serve pursuant to a schedule to be determined by the Hopkins County Sheriff's Department in coordination with the Superintendent of Hopkins County Schools ("Superintendent").

(2) If a trained SRO becomes unavailable for any reason under this agreement (e.g., sickness, workers compensation, military leave, medical leave, disability, retirement), the County cannot guarantee a replacement. If the school district wishes to utilize a replacement on a temporary or permanent basis and if the available replacement subjects the County to additional costs not contemplated in the agreement herein, the school district agrees that it will pay for any increased costs associated with such replacement and the budget in Section IV shall be increased in such amount. If the County is unable to provide a replacement, and the costs to the County under this agreement are less than the budget specified in Section IV, the County shall refund the unused portion to the school district.

(3) The SRO shall report directly to the day supervisor within the Hopkins County Sheriff's Department, who, as the SRO's supervisor, will communicate with the Superintendent of the schools to ensure the rendition of SRO services as outlined herein.

(C) Duties of School Resource Officer

(1) The SRO is a law enforcement officer of the Hopkins County Sheriff's Department and is not an employee or agent of the school. The SRO's duties and functions while assigned to the school district are law enforcement. Even while the SRO is participating in meetings with parents or students, or interacting with parents, students, staff, and/or visitors to the school, the SRO is functioning in his or her capacity as a law enforcement officer.

(2) The SRO may make an effort to become familiar with all community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc.

(3) Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to Hopkins County Sheriff's Office Policy, Kentucky Revised Statutes, and other legal requirements.

(4) The SRO may, by way of the exercise of their discretion as a sworn police officer, take law enforcement action as they deem necessary. Actions undertaken by the SRO may or may not involve arrest, and the SRO's discretion and decision-making shall be governed by and subject to the policies, procedures, and training of the Hopkins County Sheriff's Office, and those laws of the United States

and Commonwealth of Kentucky that govern law enforcement officers and peace officers. As soon as practicable and where legally permitted, the SRO will, in writing, make the principal of the school aware of such action taken on school grounds.

(5) The SRO shall 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.

(6) The SRO may give assistance to the law enforcement officers in matters regarding their school assignment, whenever necessary.

(7) The SRO may, when requested, participate in and/or attend school functions or meetings in the SRO's capacity as a law enforcement officer.

(8) The SRO shall 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 shall be responsible for investigating and determining, in their discretion, whether a student has violated school disciplinary codes or standards and the appropriate administrative action to take. KRS 158.4414(2).

(9) The SRO may share information regarding issues or potential school violations with school administration/staff that they obtain during the course of their duties.

(10) 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 shall then determine whether law enforcement action is appropriate. With respect to those activities occurring on school property or at school-sponsored functions that a principal is directed by law 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, sheriff, 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 of 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 Hopkins County Fiscal Court and Hopkins County Sheriff's Office, is authorized to receive and appropriately act on any of such reports and the reporting school personnel may satisfy reporting requirements by advising the SRO of activities believed to fall within the statutory directives.

(11) The school shall not request that the SRO assist in regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties. If a problem arises in such areas that, in the discretion of the SRO, requires law enforcement intervention, the SRO

may assist the school until the problem is resolved; but nothing in this section shall prohibit the SRO from taking their lunch in the school cafeteria with the students.

(12) Any records generated by the SRO in the course of their official duties with the school, including but not limited to, reports, bodycam footage, notes, interviews, etc., are official records of the Hopkins County Sheriff's Office. School officials seeking any records generated by the SRO shall request such records through the custodian of records of the Hopkins County Sheriff's Office, as required of any citizen seeking such records.

ARTICLE III. Rights and Duties of the School

The school shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties, with the school to which each SRO is primarily assigned considered that SRO's base school and the office facilities as outlined below to be provided at such school:

(A) Access to an air-conditioned and properly lighted private office which shall contain a telephone which may be used for general business purposes.

(B) A location for files and records which can be properly locked and secured.

(C) A desk with drawers, chair, worktable, filing cabinet, and office supplies.

(D) Access to a computer.

(E) Internet access.

ARTICLE IV. Financial Arrangements of the SRO Program

The County and the Board agree that, effective July 1, 2026, and continuing throughout the three (3) year Term of this Agreement, the Board shall reimburse the County for seventy percent (70%) of the total salary costs for the eight (6) SRO positions assigned under this Agreement. The County, through the Hopkins County Sheriff's Office, shall be responsible for the remaining thirty percent (30%) of the total salary costs.

In addition to the salary reimbursement set forth above, the Board shall reimburse the County for one hundred percent (100%) of the expenses incurred by the County for summer training of the SROs assigned under this Agreement, including registration, travel, lodging, meals, and other reasonable expenses associated with such training.

The County shall pay and be responsible for benefits, vehicles, uniforms, and equipment for each SRO. The Board shall reimburse the County for overtime compensation and/or accumulated compensatory time paid to an SRO when such overtime or compensatory time is incurred in the performance of duties related to the SRO's assignment under this Agreement, including attendance at school-sponsored events, activities, meetings, or other functions requiring SRO services. Overtime or compensatory time unrelated to an SRO's duties or assignment under this Agreement shall remain the responsibility of the County. Except as otherwise expressly provided herein, no pension contingencies or additional reimbursements shall apply under this Agreement.

Payments by the Board shall be made to the County in accordance with a mutually agreed schedule during the applicable fiscal year. Reimbursement for summer training expenses and SRO-related overtime or compensatory time shall be made upon submission by the County of appropriate documentation of the expenses incurred.

Prior to the expiration of the Term, the parties shall negotiate in good faith regarding the financial arrangements applicable to any successor agreement. The parties acknowledge that the salary contribution schedule established herein is intended to provide for the Board's progressive assumption of the salary costs of the SRO Program during the Term and to provide both parties sufficient time to plan and budget for the financial obligations associated with the Program.

The County and the Board hereby acknowledge and agree that the financial arrangements underlying this Agreement during the Term may be affected by certain contingencies. Should an SRO become unavailable for service during the Term due to retirement, voluntary or involuntary separation from employment, health reasons, or other circumstances materially affecting the cost of the SRO Program, the parties shall negotiate in good faith with respect to any necessary adjustment to the payment obligations specified in this Article.

ARTICLE V. Employment Status of the SRO

The SRO shall remain an employee of the Hopkins County Sheriff's Office and shall not be an employee of the school. The Board and the County acknowledge that the SRO shall remain responsive to the chain of command of the Hopkins County Sheriff's Office.

ARTICLE VI. Appointment of the SRO

The Hopkins County Sheriff, or his/her designee, shall select and assign an officer who is qualified to serve as a School Resource Officer in accordance with the Hopkins County Sheriff's Office hiring and assignment procedures. The Board shall have the right to approve or disapprove the officer assigned by providing written notice to the County. If the Board disapproves of an assigned officer, the Board shall include the reasons for such disapproval in its written notice to the County.

SRO applicants must meet the following requirements:

i. The applicant must be a volunteer for the position of SRO.

ii. The applicant must be a full-time, certified, and sworn law enforcement officer holding a Kentucky Peace Officer Professional Standards Certification.

iii. Applicants must have training as outlined in Article II, above.

Among additional criteria for consideration of the SRO are job knowledge, experience, training, education, appearance, attitude, and communication skills.

ARTICLE VII. Dismissal of SRO and Replacement of Officer

1. In the event an SRO is not effectively performing his or her duties and responsibilities, the Superintendent shall recommend to the Sheriff that the SRO assignment be reviewed in the program at the school and shall state the reasons therefore in writing. Within five (5) working days of receiving the recommendation from the Superintendent, if the Sheriff so desires, the Superintendent and Sheriff, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within the five (5) working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Sheriff, the SRO shall be removed from the program at the school, and the Hopkins County Sheriff's Office shall make every effort to identify a replacement following the process set out in Article VI.

2. The Sheriff may dismiss or reassign an SRO based upon department roles, regulations, and/or general orders, as well as County personnel policies.

3. In the event of the resignation, dismissal, or reassignment of an SRO, the Sheriff shall make every reasonable effort to identify a replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment. Provided, however, that any such replacement shall have the required training and qualifications as outlined in Article II(A) and Article VI(B), above.

ARTICLE VIII. Notices

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

Superintendent, Dr. Damon Fleming
Hopkins County Schools Board of Education
2135 N. Main Street
Madisonville, KY 42431

Hopkins County Sheriff, Charlie Young
Hopkins County Sheriff's Office
261 Responders Lane
Madisonville, KY 42431

ARTICLE IX. Good Faith

The Board, the County, and 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 or their designees.

ARTICLE X. Modification

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

ARTICLE XI. Non-assignment

This agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the Board and Sheriff is obtained.

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. Severability

The invalidity or unenforceability of any provisions of this agreement shall 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.

HOPKINS COUNTY BOARD OF EDUCATION
Superintendent Dr. Damon Fleming

By: _____
Date: _____

HOPKINS COUNTY FISCAL COURT
Judge Executive, Jack Whitfield, Jr.

By: _____
Date: _____

HOPKINS COUNTY SHERIFF
Hopkins Count Sheriff, Charlie Young

By: _____
Date: _____