





Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

MEMO


To: Jesse Bacon, Superintendent 
From: Sarah Smith, Safe Schools Coordinator
Date: Monday, August 13, 2018 
Re: K9 Drug Prevention Services, Shepherdsville Police Department

This memorandum of agreement is for board approval for the continuing partnership between Bullitt County Public Schools and Shepherdsville Police Department. The department wishes to provide BCPS drug prevention and drug dog services to students. The drug dog program was originally established and provided by local funding from Bullitt County Fiscal Court. Fortunately, state funding for safe schools has increased, therefore, allowing sustainable drug prevention efforts.

Drug use and abuse is a barrier to learning and to success in life. The drug prevention program will continue to focus on prevention not punishment so that students can be healthy and productive.

Your consent and approval is greatly appreciated as this funding assists Bullitt County Public Schools to continue prevention efforts as well as break down barriers for students to achieve success in school and in life. Joe Mills, Buckman and Farris, has reviewed this agreement.

Attached: MOU for 2018-2019 School Year
Certificate of Liability Insurance

cc: Becky Sexton, Assistant Superintendent
cc: Ruth Esterle, Director, Pupil Personnel 





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Memorandum of Agreement Bullitt County Public Schools and Shepherdsville Police Department

** ** *

This Memorandum of Agreement shall be between Shepherdsville Police Department and Bullitt County Public Schools from August 27, 2018 through June 30, 2019. This Agreement relates to canine search services provided by Shepherdsville Police Department to Bullitt County Public Schools for drug prevention and detection of contraband.

Funding for services by Shepherdsville Police Department to Bullitt County Public Schools (hereinafter "BCPS") is being provided through a state grant. BCPS may terminate this Agreement if the state grant (or funds) is not appropriated or otherwise not available for the purpose of funding this Agreement.

Duties of BCPS:

1. BCPS agrees to schedule all facility searches through its Safe Schools Coordinator.
2. The school principal or designee shall be informed when the canine arrives at the facility/location to be searched. The searches will be conducted in compliance with relevant current law, BCPS policy and the most current Student Handbook provisions.
3. BCPS shall compensate Shepherdsville Police Department \$250.00 per school visit, which includes locker searches, classroom searches and parking lot searches.

Duties of MC Consultants:

1. Shepherdsville Police Department shall provide to BCPS all required certifications and insurance verification for the canine services. General liability insurance shall be obtained in the amount of \$1,000,000.00 by Shepherdsville Police Department naming BCPS as an additional insured.
2. Shepherdsville Police Department shall guarantee that every canine used for school searches possesses the requisite certifications and training required by law.
3. Shepherdsville Police Department shall guarantee that every canine handler used for school searches possesses the requisite certifications and training required by law.
4. Shepherdsville Police Department shall work directly with the BCPS Safe Schools Coordinator to schedule regular impromptu inspections of school district buildings and facilities.
5. The canine handler in charge shall communicate search results to the Safe Schools Coordinator promptly.

6. The canine handler in charge shall be reasonably familiar with search and seizure related case law and statutes. Shepherdsville Police Department and its agents and employees shall review relevant BCPS policy and the most current student handbook, both of which, can be found online at BCPS' website.
7. Shepherdsville Police Department agrees to assume responsibility of all liability caused by its agents and employees and liability caused by or associated with the use and care of their canines and to indemnify, save and hold harmless BCPS, its agents, board and employees from any and all liability or damages.
8. When requested by BCPS, agents or employees of Shepherdsville Police Department shall testify in any disciplinary hearing or official proceeding. Shepherdsville Police Department's fee for this will be the same as a school search.
9. Shepherdsville Police Department agrees to adhere to State and Federal privacy requirements, unless requested to release information by lawful subpoena or court order.
10. When conducting searches, Shepherdsville Police Department will adhere to state and federal law, the most current Bullitt County Code of Student Behavior and Discipline, BCPS Policy and specifically, but not limited to, the following conditions:
 - a. The Principal or the Principal's designee shall be present during all searches;
 - b. All dogs shall be on a leash and shall not be allowed to come in close proximity to any student;
 - c. No student shall be in the vicinity of the site being checked by dogs; and,
 - d. When classrooms are being checked with trained dogs, students will be removed from the classroom before the search commences.

** ** *

Reviewed and agreed to by:

Jesse Bacon, Superintendent, Bullitt County Public Schools

Date

Deborah Atherton, Bullitt County Board of Education

Date

Rick McCubbin, Chief, Shepherdsville Police Department

Date

CERTIFICATE OF INSURANCE

DATE
8/9/2018

PRODUCER

KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES
100 E. VINE STREET, SUITE 800
LEXINGTON, KY 40507-3700

PHONE: (859)-977-3700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVEYS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED

City Of Shepherdsville
634 Conestoga Parkway
Shepherdsville, KY 40165

COMPANY KENTUCKY LEAGUE OF CITIES INSURANCE
A SERVICES

COMPANY
B

ATTN: Brenda Weidekamp

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY ____ CLAIMS MADE <input checked="" type="checkbox"/> OCCUR ____ OWNER'S & CONTRACTOR'S PROT ____ PUBLIC OFFICIALS ____ LAW ENFORCEMENT	L5508-2018-17009	7/1/2018	7/1/2019	GENERAL AGGREGATE	NONE
					PRODUCTS-COMP/OP AGG	NONE
					PERSONAL & ADV INJURY	INCLUDED
					EACH OCCURRENCE	\$ 2,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ____ ALL OWNED AUTOS ____ SCHEDULED AUTOS ____ HIRED AUTOS ____ NON-OWNED AUTOS	L5508-2018-17009	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT	\$ 2,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accidnt)	
					PROPERTY DAMAGE	
	CRIME LIABILITY ____ FORGERY OR ALTERATION ____ THEFT, DISAPPEARANCE AND DESTRUCTION ____ PUBLIC EMPLOYEE DISHONESTY ____ MONEY ORDERS & COUNTERFEIT PAPER CURRENCY COVERAGE				LIMIT DEDUCTIBLE	
					LIMIT INSIDE PREMISES DEDUCTIBLE	
					LIMIT OUTSIDE PREMISES DEDUCTIBLE	
					LIMIT DEDUCTIBLE	
					LIMIT DEDUCTIBLE	
					LIMIT DEDUCTIBLE	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE _____ Included OFFICERS ARE: _____ Excluded				STATUTORY LIMITS	
					EACH ACCIDENT	
					DISEASE/POLICY LIMIT	
					DISEASE-EACH EMPLOYEE	
A	PHYSICAL DAMAGE	L5508-2018-17009	7/1/2018	7/1/2019		
A	PUBLIC OFFICIALS	L5508-2018-17009	7/1/2018	7/1/2019	LIMIT	2,000,000
A	LAW ENFORCEMENT	L5508-2018-17009	7/1/2018	7/1/2019	LIMIT	2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Bullitt County Board of Education is listed as Designated Additional Insured with respect to Law Enforcement Liability, as pertains to canine search services provided by the Shepherdsville Police Dept at Bullitt County Public Schools.

CERTIFICATE HOLDER

Bullitt County Board of Education
1040 Highway 44 East
Shepherdsville, KY 40165

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Suzanne Reed