



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 *JB*

From: Sarah Smith, Director of Safe Schools *SS*

Date: September 12, 2023

Re: Drug Dog Searches

This letter is for board approval for the continuing partnership between Bullitt County Public Schools and three agencies, Mount Washington Police Department, Spencer County Sheriff's Office, and Shepherdsville Police Department. This initiative is to provide prevention efforts in middle and high schools by performing routine and random drug dog searches throughout Bullitt County school campuses. Drug use and abuse are barriers to learning and succeeding in life. The canine drug search program will continue to focus on prevention, not punishment so that students can focus on being healthy and productive. Your consent and approval is greatly appreciated as this program assists Bullitt County Public Schools in prevention efforts to break down barriers so that students can achieve success in school and in life. Dinsmore, Inc. has reviewed this agreement.

cc: Troy Wood, Chief Operations Officer

TWood



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Memorandum of Agreement Bullitt County Public Schools and Shepherdsville Police Department

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This Memorandum of Agreement shall be between Shepherdsville Police Department (hereinafter “SPD”) and Bullitt County Public Schools from September 25, 2023, through June 30, 2024. This Agreement relates to canine search services to be provided by SPD to Bullitt County Public Schools for drug prevention and detection of contraband.

Funding for services by SPD 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 Director.
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 SPD K9 Services for its services consistent with the fee schedule of \$250.00 per school visit.

Duties of SPD:

1. SPD K9 Services 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 SPD K9 Services naming BCPS as an additional insured.
2. SPD K9 Services shall guarantee that every canine used for school searches possesses the requisite certifications and training required by law.
3. SPD K9 Services shall guarantee that every canine handler used for school searches possesses the requisite certifications and training required by law.
4. SPD K9 Services shall work directly with the BCPS Safe Schools Director 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 Director promptly.
6. The canine handler in charge shall be reasonably familiar with search and seizure-related case law and statutes. SPD K9 Services 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. SPD K9 Services agrees to assume responsibility for 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 SPD K9 Services shall testify in any disciplinary hearing or official proceeding. SPD K-9 Services' fee for this will be the same as a school search.
9. SPD K9 Services agrees to adhere to State and Federal privacy requirements unless requested to release information by lawful subpoena or court order.
10. When conducting searches, SPD K9 Services 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

Darrell Coleman, Bullitt County Board of Education Date

Steve Schmidt, Chief, SPD Date

Jose Cubero, Mayor, Shepherdsville Date



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Memorandum of Agreement Bullitt County Public Schools and Spencer County Sheriff's Office

** ** ** ** **

This Memorandum of Agreement shall be between Spencer County Sheriff's Office (hereinafter "SCSO") and Bullitt County Public Schools from September 25th, 2023, through June 30, 2024. This Agreement relates to canine search services to be provided by SCSO to Bullitt County Public Schools for drug prevention and detection of contraband.

Funding for services by SCSO 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 Director.
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 SCSO K9 Services for its services consistent with the fee schedule of \$250.00 for each middle and high school searched.

Duties of MC Consultants:

1. SCSO K9 Services 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 SCSO K9 Services naming BCPS as an additional insured.
2. SCSO K9 Services shall guarantee that every canine used for school searches possesses the requisite certifications and training required by law.
3. SCSO K9 Services shall guarantee that every canine handler used for school searches possesses the requisite certifications and training required by law.
4. SCSO K9 Services shall work directly with the BCPS Safe Schools Director 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 Director promptly.

Equal Education and Employment Institution

- 6. The canine handler in charge shall be reasonably familiar with search and seizure-related case law and statutes. SCSO K9 Services 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. SCSO K9 Services agrees to assume responsibility for 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 SCSO K9 Services shall testify in any disciplinary hearing or official proceeding. SCSO K-9 Services' fee for this will be the same as a school search.
- 9. SCSO K9 Services agrees to adhere to State and Federal privacy requirements unless requested to release information by lawful subpoena or court order.
- 10. When conducting searches, SCSO K9 Services 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

Darrell Coleman, Bullitt County Board of Education Date

Scott Hernden, Sheriff, SCSO Date



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Memorandum of Agreement Bullitt County Public Schools and Mount Washington Police Department

** * * * * **

This Memorandum of Agreement shall be between Mount Washington Police Department (hereinafter “MWP”) and Bullitt County Public Schools from September 25, 2023, through June 30, 2024. This Agreement relates to canine search services to be provided by MWP to Bullitt County Public Schools for drug prevention and detection of contraband.

Funding for services by MWP 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 Director.
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 MWP K9 Services for its services consistent with the fee schedule of \$250.00 per school visit.

Duties of MWP:

1. MWP K9 Services 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 MWP K9 Services naming BCPS as an additional insured.
2. MWP K9 Services shall guarantee that every canine used for school searches possesses the requisite certifications and training required by law.
3. MWP K9 Services shall guarantee that every canine handler used for school searches possesses the requisite certifications and training required by law.
4. MWP K9 Services shall work directly with the BCPS Safe Schools Director 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 Director promptly.
6. The canine handler in charge shall be reasonably familiar with search and seizure-related case law and statutes. MWP K9 Services 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. MWPD K9 Services agrees to assume responsibility for 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 MWPD K9 Services shall testify in any disciplinary hearing or official proceeding. MWPD K-9 Services' fee for this will be the same as a school search.
9. MWPD K9 Services agrees to adhere to State and Federal privacy requirements unless requested to release information by lawful subpoena or court order.
10. When conducting searches, MWPD K9 Services 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

Darrell Coleman, Bullitt County Board of Education Date

Marcus Laytham, Chief, MWPD Date

Stuart Owen, Mayor, Mount Washington Date