



## Bullitt County Public Schools

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1040 Highway 44 East  
Shepherdsville, Kentucky 40165

502-869-8000  
Fax 502-543-3608  
[www.bullittschools.org](http://www.bullittschools.org)

### Memo

To: Jesse Bacon, Superintendent

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

Date: August 15, 2024

Re: Drug Dog Searches

This letter is for board approval for the continuing partnership between Bullitt County Public Schools and Mount Washington 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 are 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. Funds are from the Safe Schools Grant. 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 Mount Washington Police Department**

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This Memorandum of Agreement shall be between Mount Washington Police Department (hereinafter "MWPD") and Bullitt County Public Schools from August 26, 2024, through June 30, 2025. This Agreement relates to canine search services to be provided by MWPD to Bullitt County Public Schools for drug prevention and detection of contraband.

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

#### **Duties of MWPD:**

1. MWPD 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 MWPD K9 Services naming BCPS as an additional insured.
2. MWPD K9 Services shall guarantee that every canine used for school searches possesses the requisite certifications and training required by law.
3. MWPD K9 Services shall guarantee that every canine handler used for school searches possesses the requisite certifications and training required by law.
4. MWPD 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. MWPD 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.

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Reviewed and agreed to by:

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Jesse Bacon, Superintendent, Bullitt County Public Schools Date

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Darrell Coleman, Bullitt County Board of Education Date

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Dan Kelty, Chief, MWPD Date

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Stuart Owen, Mayor, Mount Washington Date