

MEMORANDUM OF UNDERSTANDING

Between

Hardin County Schools

and

Hardin County Sheriff's Department

Regarding the Use of a School Therapy Dog in Hardin County Schools

I. PURPOSE

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into by and between **Hardin County Schools (HCS)** and the **Hardin County Sheriff's Department (HCSD)** to establish a cooperative framework for the operation of an **School Therapy Dog (STD)** program within Hardin County Schools. The current STD is Wilbur and is assigned to Deputy Kelsey Overton.

The purpose of this MOU is to define the responsibilities, authorities, and procedures of both parties to ensure the safe, lawful, and effective use of the School Therapy Dog to promote student and staff well-being, improve emotional support services, and foster positive relationships between students and law enforcement personnel.

II. AUTHORITY

This MOU is executed under the authority of the Hardin County Board of Education and the Hardin County Sheriff's Department in accordance with applicable federal, state, and local laws and regulations.

III. SCOPE

This MOU applies to all schools and facilities within the jurisdiction of Hardin County Schools where the School Therapy Dog and its designated handler may be deployed under the supervision of the Hardin County Sheriff's Department.

IV. RESPONSIBILITIES OF THE HARDIN COUNTY SHERIFF'S DEPARTMENT (HCSD)

The Hardin County Sheriff's Department agrees to:

1. Ownership and Custody

- Retain sole ownership and custody of the School Therapy Dog.
- Assume full financial responsibility for the acquisition, training, care, feeding, grooming, licensing, and veterinary needs of the dog.

2. Handler Assignment and Training

- Assign a qualified deputy or officer as the primary handler of the School Therapy Dog.
- Ensure the handler receives appropriate training in animal handling, emotional support techniques, and school safety practices.

3. Insurance and Liability

- Maintain comprehensive liability insurance to cover any claims, injuries, or damages related to the presence or activities of the School Therapy Dog and/or its handler.
- Indemnify, defend, and hold harmless Hardin County Schools, its officers, employees, agents, and representatives from any and all claims, losses, or damages resulting from the School Therapy Dog program.

4. Health and Compliance

- Ensure the School Therapy Dog remains current on all required vaccinations and health certifications as mandated by applicable law.
- Provide HCS with updated health and vaccination documentation annually or upon request.

5. Supervision and Conduct

- Maintain direct supervision and control of the School Therapy Dog at all times while on school property.

- Remove the School Therapy Dog from any situation where its presence becomes disruptive or unsafe.

V. RESPONSIBILITIES OF HARDIN COUNTY SCHOOLS (HCS)

Hardin County Schools agrees to:

1. Access and Coordination

- Permit the School Therapy Dog and handler access to designated school facilities, subject to reasonable scheduling and administrative approval.
- Designate a district or building-level administrator to serve as liaison with HCSD for coordination of activities and communication.

2. Program Support

- Integrate the School Therapy Dog's presence into student support and social-emotional learning initiatives as appropriate.

3. Communication and Notification

- Address with Hardin County Sheriff's Department representative any concerns or requests for accommodation related to allergies, phobias, or other medical or personal considerations in accordance with applicable laws and board policies.

4. Operational Cooperation

- Cooperate with HCSD to evaluate the program's effectiveness and to ensure compliance with all safety and operational protocols.

VI. JOINT RESPONSIBILITIES

Both parties agree to:

- Collaborate in developing and reviewing operational guidelines for the School Therapy Dog program.

- Ensure the program supports student welfare and does not interfere with academic instruction or school safety.
 - Communicate promptly regarding any incidents, complaints, or necessary adjustments to program operations.
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VII. CONFIDENTIALITY AND STUDENT PRIVACY

1. Both parties shall comply with the **Family Educational Rights and Privacy Act (FERPA)** and all applicable state and federal laws governing student records and confidentiality.
 2. HCSD personnel, including the handler of the School Therapy Dog, shall not have access to personally identifiable student information unless such access is expressly authorized and necessary for legitimate educational or safety purposes.
 3. Information regarding specific students' participation or interaction with the School Therapy Dog shall not be disclosed to unauthorized persons or entities without proper consent as required by law.
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VIII. PUBLICITY AND MEDIA

1. Any media coverage, photography, or publicity involving the School Therapy Dog within a school setting must be pre-approved by both HCS and HCSD.
 2. Photographs or videos including students shall comply with district media release policies and parental consent requirements.
 3. Neither party shall use the name, logo, or likeness of the other in promotional materials without prior written approval.
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IX. TERM AND TERMINATION

1. This MOU shall become effective upon the date of the final signature and shall remain in effect for **one (1) year**, unless terminated earlier as provided herein.

2. The MOU may be renewed annually upon mutual written consent of both parties.
 3. Either party may terminate this MOU, with or without cause, upon providing **thirty (30) days' written notice** to the other party.
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X. LIABILITY AND INDEMNIFICATION

The Hardin County Sheriff's Department shall assume full liability for the School Therapy Dog and its handler while on school property. Hardin County Schools shall bear no responsibility or financial liability for any damages, injuries, or claims resulting from the actions of the School Therapy Dog or its handler.

HCSD agrees to indemnify, defend, and hold harmless Hardin County Schools, its Board members, officers, employees, and agents against any claims, actions, or causes of action arising out of the School Therapy Dog's presence or activities.

XI. AMENDMENTS

This MOU may be amended or modified only by written agreement executed by authorized representatives of both parties.

XII. ENTIRE AGREEMENT

This document constitutes the full and complete agreement between the parties regarding the subject matter herein and supersedes all prior oral or written agreements or understandings related to this program.

XIII. EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding by their duly authorized representatives on the dates indicated below.

FOR HARDIN COUNTY SCHOOLS

Name: _____

Title: _____

Signature: _____
Date: _____

FOR HARDIN COUNTY SHERIFF'S DEPARTMENT

Name: _____
Title: _____
Signature: _____
Date: _____