

OFFICE OF CHIEF ACADEMIC OFFICER
Summary of State Board of Education Agenda Items
Consent Agenda
May 12, 2016

OFFICE OF PROFESSIONAL DEVELOPMENT

I. Contract with the Hinds County Sheriff's Department to provide security services on the campus of the Mississippi Schools for the Blind and the Deaf

Awarded Vendor: Hinds County Sheriff's Department
Jackson, Mississippi

Scope of Project: The purpose of this contract is to retain the services of the Hinds County Sheriff's Department to provide armed security services on the campus of the Mississippi Schools for the Blind and the Deaf when students are on campus.

Personnel associated with this contract are not former Department employees or related to any Department employees.

Scope of Contract:

- Term of Contract: August 1, 2016 – July 31, 2017
- Total Amount to be Awarded: \$ 106,715.72
- Method of Award: Exempt from Competitive Bidding
[PSCRB Regulation 3-102.04]

Funding Source: State funds

Recommendation: Approval

Back-up material attached

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MISSISSIPPI DEPARTMENT OF EDUCATION
AND THE HINDS COUNTY SHERIFF'S DEPARTMENT
FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS
AND HINDS COUNTY SHERIFF DEPUTIES,
AND RELATED PURPOSES**

This School Resource Officer AND Hinds County Sheriff Deputy Agreement (the "Agreement"), is made and entered into this the _____ day of _____, 201__, by and between the MISSISSIPPI DEPARTMENT OF EDUCATION (the "MDE") and the HINDS COUNTY SHERIFF'S DEPARTMENT (the "HCSD") (collectively, the "Parties" and each a "Party").

WHEREAS, pursuant Miss. Code Ann. § 37-7-321, as amended, the MDE Board may employ one or more persons as security personnel and may designate such persons as peace officers in or on any property operated for school purposes upon their taking such oath and making such bond as required of a constable of the county in which the MDE operates a school;

WHEREAS, the MDE desires to obtain a minimum of two (2) officers from the HCSD: one (1) to serve as a School Resource Officer ("SRO") and the other, a deputy ("HCSD deputy"). Both will provide security for the Mississippi School for the Blind and the Mississippi School for the Deaf (collectively, "MSB/MSD") located in Jackson, Mississippi; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to the provisions of Miss. Code Ann. § 21-19-49(2), as amended.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term.** This Agreement shall commence on August 1, 2016, and shall continue thereafter until July 31, 2017, unless sooner terminated pursuant to Section 15 (the "Term").

2. Employment and Assignment.

- a. During the Term of this Agreement, HCSD shall provide to the MDE at the MSB/MSD campus one (1) SRO during the hours in which classes are in session and one (1) HCSD deputy during the hours which students are on campus but that classes are not in session to provide security and related services as described in more detail herein.
- b. The HCSD agrees that if the State Superintendent, in his/her sole discretion and after reasonable consultation with the HCSD, determines that any assigned SRO or HCSD deputy is or is likely to be unsuitable for the performance of the services under this Agreement or that continued presence of such SRO or HCSD deputy on the MDE's property is not consistent with the best interests of the MDE, its students, employees, trustees, or staff, but not for illegal or disciplinary reasons, then the MDE may request that the HCSD remove such SRO or HCSD deputy from assignment to the MDE, and the HCSD will immediately replace the removed personnel with suitable replacements at no cost to the MDE.
- c. The assigned SRO shall be on duty daily during the normal work hours for each week required for school operations as set by the Superintendents of the MSB/MSD. The HCSD shall provide and station at the school HCSD deputies who are properly trained and qualified Officers to maintain the security of the MSB/MSD campus after normal school operating hours and during all periods when an SRO is not on duty. The intent is that a fully qualified HCSD deputy shall be on the MSB/MSD campus at all times when students are present on campus.
- d. It is understood and agreed that time spent by SROs or HCSD deputies attending Youth Court and/or criminal cases arising from and/or out of their employment as an SRO or HCSD deputy with the MDE shall be considered hours worked under this Agreement.

- e. In the event an assigned SRO or HCSD deputy is absent from or unable to attend work at the MDE under this Agreement, the SRO or HCSD deputy shall notify both his or her supervisor in the HCSD and one of the Superintendents of the MSB/MSD; and the HCSD shall assign a substitute SRO or HCSD deputy to assume and perform the duties of the SRO or HCSD deputy who is absent from work.
3. **Compensation.** Compensation shall be made in accordance with the Personal Services Contract made between MDE and HCSD. The HCSD agrees to administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes.
4. **Basic Qualification of School Resource Officers (SROs).** At the time of assignment to the MDE under this Agreement, all SROs must be:
- a. an Officer commissioned by the HCSD;
 - b. certified by the Mississippi Board of Peace Officer Standards and Training as a full-time Police Officer;
 - c. certified by the MDE School Resource Officer Basic Course;
 - d. at least twenty-three (23) years of age;
 - e. have at least three (3) years of Full Time Law Enforcement Experience prior to assignment as an SRO;
 - f. armed and deployed in accordance with generally accepted standards of police practice, qualify with firearms bi-annually, and receive a minimum of 40-hours of service training annually as approved by MDE;
 - g. specifically screened by the HCSD for intelligence, ability to teach subjects within their area of expertise and as set forth herein, and ability to interact with students;
 - h. have submitted to a rigorous background investigation and psychological testing; and,
 - i. possess a high school diploma.

5. **Administration.** All SROs and HCSD deputies assigned to the MDE under this Agreement shall be supervised by the Superintendent of the MDE or his/her designee(s) for the school(s) at which the SRO is assigned. Specifically, the HCSD will:

- a. assign a HCSD account representative to work directly with the MDE Representative;
- b. designate a contact person available twenty-four (24) hours daily for communication with the MDE;
- c. accurately describe the job duties required to the deputy;
- d. ensure that all deputies fully comply with the policies and procedures of the MDE to which they are assigned, the applicable standards, and all applicable regulations as now existing or as may be modified;
- e. provide specialized training for HCSD Officers, and provide for deputy certification from MDE as an SRO where appropriate;
- f. ensure that the SRO and HCSD deputies report to work at the time and place specified by the MDE;
- g. ensure that the SROs and HCSD deputies are in complete uniform and well-groomed at all times;
- h. ensure that the SROs and HCSD deputies do not engage in personal activities while on the job, and that such deputies comply with the MDE's restrictions regarding visitation with friends, family members, or acquaintances while on the job;
- i. ensure that deputies do not vacate their post during or at the end of their shift unless relieved by appropriate duty personnel, and arrange for replacement personnel for shift changes, breaks and for unanticipated events;
- j. ensure that no SRO, HCSD deputy, or supervisor work more than twelve (12) hours including any and all breaks, in a twenty-four (24) hour period; however, the MDE retains the right to waive this requirement in an emergency situation when the circumstances are beyond the control of the HCSD;
- k. ensure that the SROs and HCSD deputies comply with any MDE restrictions regarding contact with any student, any member of the student's family, any employee, any member of the employee's family, on-site or off, except in a manner that supports this Agreement;

- l. operate and maintain vehicle(s) in accordance with all applicable laws and regulations of the State of Mississippi and those established by the MDE;
- m. perform all services provided in the contract between the HCSD and the MDE in accordance with customary and reasonable industry standards; and,
- n. employ only qualified personnel who are proficient in performing assigned tasks, are drug-free as demonstrated by drug testing, and proficient in the English language.

6. Duties.

- a. The SROs shall conduct all duties specifically set forth in this Section and elsewhere in this Agreement in addition to all other duties required by law:
 - i. serve as a liaison between school superintendents, principals, faculty, and students;
 - ii. serve as a liaison between MSB/MSD security personnel and non-HCSD contract security staff on campus;
 - iii. provide for law enforcement, law related education, security/crisis planning administration, and mentoring of students;
 - iv. at the request of the Superintendent or his or her designee, teach students their rights and responsibilities as lawful citizens;
 - v. at the request of the Superintendent or his or her designee, counsel students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principals or the principals' designee or by the parents of the student;
 - vi. at the request of the Superintendent or his or her designee, participate in the Parent-Teacher-student Association meetings;
 - vii. provide protection for MSB/MSD students and staff in the event of attempted criminal activity or other dangerous situations;
 - viii. create and implement educational crime prevention programs;
 - ix. prevent juvenile delinquency through close contact with students and school personnel;

- x. serve as a resource to the lead person investigating criminal law violations occurring in the school and on school property;
- xi. at all times maintain the professional image of a uniformed law enforcement officer in the eyes of students and the community;
- xii. abide by State Board of Education, MDE, and MSB/MSD policies, and consult with and coordinate activities through the MSB/MSD superintendents and principals;
- xiii. assist school officials with the enforcement of State Board of Education, MDE, and MSB/MSD policies and administrative regulations regarding student conduct;
- xiv. remain fully responsive to the chain of command of the law enforcement agency in all matters relating to employment and supervision;
- xv. assist with ingress and egress of vehicles at the Welcome Center and maintenance of the vehicle log for visitors;
- xvi. conduct random patrols of the MSB/MSD campus—at minimum two (2) per shift;
- xvii. adhere to all requirements of MDE pertaining to SROs; and,
- xviii. perform any additional duties assigned that comply with the job description of a School Resource Officer.

7. **Law Enforcement and Security.** Pursuant to Miss. Code Ann. § 37-7-323, any act which, if committed within the law enforcement jurisdiction of the HCSD that would be a violation of the general laws of the State of Mississippi, shall be criminal and punishable if done on the campus, grounds, or roads of the MSB/MSD campus. Accordingly, the duties of all SROs and HCSD deputies assigned to the MDE under this Agreement include, but are not limited to the following:

- a. being present on campus when school is in session;
- b. safeguarding the students, faculty, employees, and visitors of the MDE;
- c. safeguarding MDE property against burglary, vandalism, trespassing, and other criminal or unauthorized activities;
- d. maintain order and discipline among school students and staff;

- e. assist and provide guidance to the MSB/MSD Superintendents and staff in the maintenance of a safe school environment;
- f. patrol and monitor areas of the campus on a consistent basis to prevent theft, vandalism, and illegal entry, as well as unauthorized vehicles and illegal parking;
- g. detain unauthorized personnel;
- h. enforce State codes, ordinances, regulations, policies, and procedures on MDE property;
- i. act as a liaison to HCSD or other law enforcement agencies as they conduct criminal investigations and collect information, intelligence, and evidence regarding criminal violations on campus in a manner consistent with legally-acceptable procedures for criminal investigation;
- j. present investigative results to the MDE's attorney and assist in prosecution;
- k. write reports and provide documentation of criminal activities on MDE property;
- l. maintain good rapport and liaison with faculty, law enforcement, judiciary, and community service agencies, such as mental health clinics and drug treatment centers;
- m. provide security for special school events or functions at the written request of the Superintendent MSB/MSD;
- n. provide traffic control during the arrival and departure of students on an as-needed basis;
- o. provide identification checks to visitors on campus; and

8. Safety Assessment and Planning. The SRO shall evaluate school safety procedures and practices to allow the MDE to gain knowledge of the current status of its safety procedures, evaluate the procedures for legality, pertinence, consistency, and initiate new policies based on assessment findings. Prior to the end of the Term of this Agreement, the SRO shall conduct a School Safety Assessment for the MDE, as well as draft or revise a School Safety Plan that includes all components as set forth in the Mississippi School Safety Manual.

9. **Coordination with School Administration.** Communication between the SROs and HCSD deputies and the Superintendent and his/her designees is paramount to the safety of the students and the success of this Agreement. The SROs and HCSD deputies shall confer with the Superintendents of the MSB/MSD and his/her designee(s) when appropriate on the following;

- a. to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related functions;
- b. matters regarding campus supervisions;
- c. prior to requesting enforcement assistance on campus, when practicable;
- d. to resolve any problems related to the SRO's or HCSD deputy's responsibilities; and,
- e. any other matters related to school safety and security.

10. **School Discipline.** The SROs or HCSD deputies are not school disciplinarians. Disciplining students is the responsibility of the MSB/MSD. Neither the SROs nor HCSD deputies are to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law. Only when the Superintendents or their designee(s) believe an incident is a violation of the law and request HCSD involvement will the SROs or HCSD deputies or other assigned HCSD employees become involved.

11. **Uniforms and Law Enforcement Equipment.** The SROs' and HCSD deputies' uniforms shall bear the customary markings indicating that they are members of the HCSD. The HCSD will continue to provide SROs and HCSD deputies with uniforms, name tags, rain gear, two-way radios, night sticks, serviceable flashlights, which are clean, in good repair, easily recognizable and identify the SRO or deputy as an employee of the HCSD, vehicles, weapons, ammunition, and other equipment required for their duties under this Agreement.

12. **School Policies, Handbooks and Code of Ethics.** The SRO shall be familiar with school handbooks and policies. The SRO will have greater interaction with the students and, therefore, prior to assignment with the MDE, the SRO shall review, sign and abide by the MDE Code of Ethics and Standards of Conduct.

13. Transporting Students. In the absence of exigent circumstances, students shall not be transported in an HCSD vehicle.

- a. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the Superintendent or his/her designee(s) shall provide transportation for the student, a school official or employee of the same gender of the student to be transported, and an HCSD Officer may accompany a school official in transporting a student.
- b. HCSD shall notify the Superintendent before removing a student from campus.

14. Access to Educational Records. HCSD deputies shall only have access to inspect and copy students' directory information. SROs are considered school officials, and Superintendents may grant SROs access to student records containing confidential information in accordance with the Family Educational Rights and Privacy Act of 1974, the Individuals with Disabilities Education Act of 2004, and other applicable Federal and State laws. Prior to the release of confidential information, the SROs shall sign an Oath of Confidentiality and Non-Disclosure of Released Information.

15. Termination. Either party, in its sole discretion, may terminate this Agreement at any time without cause, by providing at least thirty (30) days prior written notice to the other party.

16. HCSD's Responsibility for Liability and Workers Compensation Coverage. The HCSD acknowledges that it shall be responsible for providing and making all unemployment compensation contributions as required by federal and state laws and process claims as required for HCSD employees assigned to the MSB/MSD campus, including workers compensation and health insurance coverage. Subject to the provisions of these plans and the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, *et seq.*, as amended, and applicable workers compensation laws, the HCSD will be responsible for and provide a defense for HCSD Officers for all lawful claims and actions arising from the work performed by the SROs or HCSD deputies under this Agreement. The HCSD will not be responsible for defending or indemnifying the MDE or MDE officials or employees

for any claims arising out of the work performed by the SROs or HCSD deputies under this agreement.

17. **Independent Contractors.** Based on the Internal Revenue Service Code, the HCSD has been classified as an independent contractor and will not be subject to withholding. Nothing contained in this Agreement shall be construed as creating an agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
18. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of Mississippi, and all obligations of the parties created hereunder are performable in Hinds County, Mississippi.
19. **Parties Bound.** This Agreement shall be binding and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly stated in this Agreement.
20. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision and the Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been included.
21. **Entire Agreement; Modification.** This Agreement constitutes the sole Agreement of the parties and supersedes any prior understanding, written or oral, and agreements between the parties respecting this subject matter. Any amendment to this Agreement shall not be valid absent a writing incorporating the amendment signed by both parties.
22. **Counterparts, One Agreement.** This Agreement and all other copies of this Agreement, insofar as they relate to the rights, duties, and remedies of the parties, shall be deemed to be one Agreement. This Agreement may be executed concurrently in one or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Notice. Unless otherwise provided in this Agreement, any notice, tender or delivery to be given by either party to the other may be affected by personal delivery in writing or by registered or certified mail, postage prepaid, returned receipt requested, and shall be deemed received as of date of mailing. Addresses to which notices shall be given shall be:

To the MDE:

To the HCSD:

The Parties may change the address to which it is to receive written notice by notifying the other party in writing of the new address.

IN WITNESS WHEREOF, the parties hereto, by and through the appropriate officials, do hereby sign this agreement by and on behalf of the MISSISSIPPI DEPARTMENT OF EDUCATION and the HINDS COUNTY SHERIFF'S DEPARTMENT, after first being duly authorized so to do.