

## REQUEST FOR APPLICATIONS



### **Mississippi Community Oriented Policing Services in Schools (MCOPS) Grant**

**Mississippi Department of Education  
Office of Safe and Orderly Schools  
359 North West Street, Suite 112  
Jackson, Mississippi 39201**

**Contact: Safe and Orderly Schools  
Phone: 601-359-1028  
Fax: 601-359-3184  
Date: July 20, 2018**

# TABLE OF CONTENTS

## SECTION I: GENERAL INFORMATION

Introduction.....	3
Grant Purpose.....	3
Applicant Eligibility.....	3
Grant Award Funding.....	3
Grant Period.....	4

## SECTION II: ADDITIONAL INFORMATION

Monitoring and Compliance .....	4
Grant Awards.....	4
Matching Funds.....	4
Provisions.....	5
Goals.....	5
Selection Criteria .....	6
Evaluation Criteria.....	6
Tentative Timeline.....	6

## SECTION III: APPLICATION PROCEDURES

Request for Information.....	7
Procedures for Delivery of Applications.....	7
Risk of Delivery.....	8
Acceptance of Applications.....	8
Rejection of Applications.....	8
Disposition of Applications.....	9
Conditions of Solicitation.....	9

## SECTION IV: APPLICATION FORMAT AND INSTRUCTIONS ... 9

Grant Benchmarks, Reports, Payment Schedule, and Reporting Requirements.....	10
Application (Attachment 1) .....	11
Individual Campus Threat Assessment (Attachment 2) .....	25
SRO Training Log (Attachment 3) .....	26

## **I. GENERAL INFORMATION**

### **Introduction**

The Mississippi Department of Education (MDE), Office of Safe and Orderly Schools, is seeking competitively written applications to provide school districts with an opportunity to initiate or enhance their School Resource Officer program. In accordance with the provisions of Mississippi Code Annotated § 37-3-82, there is hereby established the Mississippi Community Oriented Policing Services in Schools (MCOPS) grant program in the Mississippi Department of Education (MDE) to provide funding, pursuant to specific appropriation by the Legislature therefore, to assist law enforcement agencies in providing additional School Resource Officers to engage in community policing in and around primary and secondary schools. Pursuant to the cited legislation, the MCOPS program office is established within the Office of Safe and Orderly School's Division of School Safety for operational and program guidance.

### **Purpose**

The purpose of this grant is to increase the number of School Resource Officers (SROs) by:

- Increasing or enhancing community policing in this state.
- Providing SROs to play an integral part in the development and/or enhancement of a comprehensive school safety plan.
- Providing a direct link between the school and local emergency responders.

### **Applicant Eligibility**

The MCOPS grant is available to all local education agencies (LEAs) that maintain or wish to develop a campus police department in accordance with the provisions of Miss. Code Ann. § 37-7-321, or LEAs that partner with county/municipal law enforcement agencies to deploy SROs. All SROs must meet the minimum requirements for SROs outlined in the Mississippi Department of Education's Quick Reference to School Related Statutes and the School Resource Guide of 2017 and subsequent revisions. All applicants must follow all SRO requirements regarding Miss. Code Ann. § 37-3-82 and § 37-7-323. If the district received MCOPS grant funding last year (2017-2018), the applicant must be in compliance to apply for the upcoming year.

### **Grant Award Funding**

MCOPS funds disbursed through this grant by MDE may be used for reimbursement of SRO salaries and benefits only. The grant will not exceed \$10,000 per officer. The grantee must match at least \$10,000 in local funds or in-kind match which shall be used on equipment for the SRO(s) and/or safety equipment for the school upon which they are assigned or safety related training costs for the SRO(s).

Funds will be awarded based on the following methodology:

1. Primary grantees will be those without an SRO program.
2. Secondary grantees will be those with an established need to expand an existing program.

3. Tertiary grantees will be those who need multiple grants to cover multiple campuses.

**It is the intent of MDE to award as many grants as funding allows.** When there is a discrepancy in the district budget plan (summary and/or narrative) for the grant funding and the specifications of the MCOPS grant guidelines, the MDE MCOPS grant guidelines will be the rule.

### **Grant Period**

The grant period will be December 1, 2018 through June 30, 2019.

## **II. ADDITIONAL INFORMATION**

### **Monitoring and Compliance**

Compliance visits, phone calls, and/or email communication will be conducted during the grant year to assess compliance with the grant. If a district is found to be non-compliant with the specifications of the grant, the district may be asked to refund all or a portion of the awarded funding for the non-compliant grant year.

### **Grant Awards**

The MCOPS in Schools program shall provide a maximum state contribution of up to ten thousand dollars (\$10,000) per officer's position over the one-year grant period, to be matched from local funds on a 50/50 matching basis.

The awarded districts will be sent grant agreements as well as the Memorandum of Understanding (MOU) that must be signed by the Superintendent and the law enforcement representative. The MOU will be executed with the grant agreement. The Mississippi Department of Education reserves the right to award all or part of the requested funding based upon the need of applicants across the state.

### **Matching Funds**

The awarded amount (up to \$10,000 per officer) must be matched with local funds on 50/50 basis. The matching funds must be used on safety equipment for the SRO(s) or the school to which the officer is assigned. Items that could be considered safety equipment include but are not limited to:

- Ballistics/Safety vest
- Ammunition
- Weapons
- Police vehicle
- Camera systems
- Buzzer systems
- Fencing
- Badging System
- Other Safety equipment
- Travel for SRO training

## Provisions

- All applicants must demonstrate they have primary law enforcement authority over the school(s) identified in their application and demonstrate their inability to implement this project without state assistance.
- Schools or law enforcement agencies may not reduce the overall federal, state, or locally funded level of sworn officers (including other School Resource Officers or other sworn officers assigned to the schools) as a result of applying for or receiving MCOPS grant funding.
- In the event an officer is laid off by the district or law enforcement agency due to financial reasons unrelated to the availability of MCOPS, that officer can be re-hired with written approval from the MDE and use the MCOPS funding to provide an officer to the school.
- The SROs must devote at least 75% of their time in the primary and secondary schools.
- Funds **cannot** be used to simply hire campus enforcement officers (certified police officers who merely provide an armed presence) or school safety officers (non-commissioned security personnel). MCOPS funds are to be used for certified SRO's or those that will complete the MDE SRO certification course within two (2) years of employment in that position.
- SROs may serve in a variety of roles, including, but not limited to, that of a law enforcement officer/safety specialist, law-related educator, and problem solver/community liaison. These officers may teach programs such as crime prevention, substance abuse prevention, and gang resistance as well as monitor and assist troubled students through mentoring programs. The SRO may also identify physical changes in the environment that may reduce crime in and around the schools, as well as assist in developing school policies that address criminal activity and school safety.
- Officers shall be deployed and perform duties in accordance with the provisions of the Mississippi Code of 1972 Annotated, the Mississippi Department of Education's Quick Reference to School Related Statutes and the School Recourse Guide of 2017 and subsequent revisions.
- If MCOPS funds were received in 2017-2018, all applicants must meet the SRO requirements in Miss. Code Ann. § 37-3-82 and § 37-7-323. Districts must be in compliance in order to apply for the 2018-2019 grant funds.
- Each SRO listed in the application must provide documentation they received the required 40 hours of Continuing Education Units (CEUs) within the last 12 months

## Goals

SROs shall serve in the following roles:

- Law Enforcement Officer/School Safety Specialist
- Law related educator for staff and students
- Liaison with community responders
- Teach character education programs such as Gang Resistance Education and Training (GREAT), Drug Abuse and Alcohol Resistance Education (DARE), crime prevention, and substance abuse prevention
- Act as liaison with the local youth court
- Mentor at risk students
- Conduct school safety assessments
- Write and revise crisis response plans
- Assist the district in developing policies to address school safety and criminal activity within five hundred feet of campus

## **Selection Criteria and Procedures**

All applications received by the stated submission deadline will be evaluated using the selection criteria described in the following section. Only completed applications will be eligible for evaluation and/or rating. Applications will be rated and ranked by a review team composed of MDE staff and external members. Applications receiving the greatest number of points will be recommended to the State Board of Education for funding. Applications will be evaluated on the following criteria below:

- Description of Need            30 points
- Threat Assessment            30 points
- Plan of Action                 40 points  
   100 points

Any application receiving a score lower than 80 points will be considered ineligible for the grant.

## **Evaluation Criteria**

- A. Description of Need (30 points) to include:
  - a. Results of previous school safety assessment demonstrating the need of an SRO
  - b. Statistical data from the youth court exercising jurisdiction, internal school disciplinary data, or Mississippi Student Information System (MSIS) data
  - c. Current limitations (response time, serving multiple schools, shortage of officers, etc.)
- B. Threat Assessment Worksheet (30 points)
- C. Plan of Action (40 points) to describe how the grantee will utilize the SRO to provide a safe and orderly education environment. The Plan of Action should include:
  - a. The main objective of the plan
  - b. The proposed activities to accomplish those objectives
  - c. A job description for the SRO to ensure the officer will be working in and around primary and secondary schools.
  - d. Supporting documentation in the following areas:
    - i. Problem identification and justification
    - ii. Community policing strategies to be used by the officers
    - iii. Quality and level of commitment to the effort, and the link to community policing

## **Tentative Timeline**

<b><u>Due Date</u></b>	<b><u>Grant Activities</u></b>
July 20, 2018	Application Release Date
August 21, 2018	Application Deadline
August 27-28, 2018	Evaluation of Applications
October 11, 2018	Notice of Awards
December 1, 2018	Grant Activity Begins

### III. APPLICATION PROCEDURES

#### Request for Information:

Questions concerning the Request for Application (RFA) should be sent to: [schoolsafety@mdek12.org](mailto:schoolsafety@mdek12.org).

The deadline for submitting written questions by email is Thursday, August 9, 2018 at 5:00 p.m. Copies of all questions submitted and responses will be posted to MDE's website <http://www.mde.k12.ms.us> under the Public Notices section and will be available to the general public on Tuesday, August 14, 2018.

#### Procedures of Delivery of Applications

**One (1) application** must be received by 5:00 pm Central Standard Time on Tuesday, August 21, 2018 based on the delivery method used:

Hand Deliver Applications to: Monique Corley, Director  
Office of Procurement  
Mississippi Department of Education  
MCOPS Grant  
Central High School, Suite 307  
359 North West Street  
Jackson, MS  
**(DO NOT OPEN)**

Mail Applications to: Monique Corley, Director  
Office of Procurement  
Mississippi Department of Education  
MCOPS grant  
Post Office Box 771  
Jackson, MS 39205-0771  
**(DO NOT OPEN)**

Ship Applications to:  
(FedEx, UPS, etc.) Monique Corley, Director  
Office of Procurement  
Mississippi Department of Education  
MCOPS Grant  
359 North West Street  
Jackson, MS 39201  
**(DO NOT OPEN)**

## **Risk of Delivery**

The applicant is responsible for ensuring that the competitive applications are delivered by the deadline and assumes all risks of delivery.

Applications and modifications received after the time designated in the RFA will be considered **late** and will not be considered for award.

At the time of receipt of the applications, the applications will be date stamped and recorded in Suite 307 of Central High School Building.

Incomplete applications will not be evaluated and will not be returned for revisions. No faxed or emailed copies will be accepted.

The application must be signed by an authorized official to bind the offeror to the application provisions.

## **Acceptance of Applications**

The MDE reserves the right, in its sole discretion, to waive minor irregularities in applications. A minor irregularity is a variation of the RFA that does not affect the application, or give one party an advantage or benefit over other parties, or adversely impacts the interest of the MDE.

## **Rejection of Applications**

Applications that do not conform to the requirements of this RFA will be rejected by the Mississippi Department of Education. Applications will be rejected for reasons that include, but are not limited to, the following:

1. The application contains unauthorized amendments to the requirements outlined in the RFA.
2. The application is conditional.
3. The application is incomplete or contains irregularities, which makes the application indefinite or ambiguous.
4. The application cover page is not signed by the law enforcement representative & superintendent.
5. The assurances & certifications are not signed by the law enforcement representative and superintendent.
6. The application contains false or misleading statements or references.
7. The district/school has previously been cited with major and/or significant deficiencies by the MDE in one or more programs.
8. The application did not include documentation that each SRO received the required number of CEUs as stated in the Provisions Section of the RFA.



## **Disposition of Applications**

All applications become the property of the State of Mississippi.

## **Conditions of Solicitation**

The MDE reserves the right to accept, reject, or negotiate regarding submitted applications based on the evaluation criteria contained in the RFA. The final decision to award a grant rests solely with the MDE.

The applicant should note the following:

1. The MDE will not be liable for any costs associated with the preparation of applications incurred by the applicant; and
2. The selection of an applicant is contingent upon favorable evaluation of the application, approval of the application by the review panel selected by MDE, and the Chief of Accountability.
3. The selection of an applicant is contingent upon successful negotiation of any changes to the application as required by MDE.
4. The MDE also reserves the right to accept any application submitted for grant award, without negotiation. Therefore, applicants are advised to propose their most favorable terms initially. Applicants will be required to assume full responsibility for meeting all specified requirements stated in the RFA.

## **IV. APPLICATION FORMAT AND INSTRUCTIONS**

Applications must be submitted utilizing the required format described in Section IV on page 9 of this RFA. The RFA document may be downloaded from the Mississippi Department of Education's web page at [www.mdek12.org](http://www.mdek12.org) under the Public Notices section or may be e-mailed upon request. All applications that are submitted must include the following components in the order listed below:

### **Part A - Grant Application Cover Page (See page 11)**

The application cover page must be signed by the Superintendent of the district and the Law Enforcement Representative.

### **Part B – Evaluation Criteria (See page 12)**

### **Part C – Budget Forms (See pages 13-19)**

See instructions on Part C for the Budget Forms

### **Part D – Standard Terms & Conditions (See pages 20-22)**

The Standard Terms & Conditions must be signed by the Superintendent of the district as well as the Law Enforcement Representative.

## **Part E – Assurances (See pages 23-24)**

The Assurances must be signed by the Superintendent of the district and the Law Enforcement Representative.

### **Attachment 2- MCOPS Individual Campus Threat Assessment (page 25)**

The MCOPS Individual Campus Threat Assessment must be completed for each school campus and included in the MCOPS application.

### **Attachment 3- School Resource Officers Training Hours Log (page 26)**

The School Resource Officer Training Hours Log must be completed for each officer position to show compliance with the required 40 hours of continuing education hours. Dates of completion must be within the last 12 months.

## **Grant Benchmarks, Reports, Payment Schedule and Reporting Requirements**

- Each grantee must agree to meet the requirements of this grant opportunity.
- Grantees must attend a grant orientation.
- Grantee must submit a requisition of proposed expenses related to the MCOPS grant to the MDE Grant Director for approval.
- A one-time payment to districts will be disbursed electronically from MDE through the Request for Funds Form. Grantees are encouraged to contact their school district Business Manager for further guidance.
- Grantee must agree to deploy the SRO in accordance with the provisions of the Memorandum of Understanding (MOU) that must be submitted with the grant agreement. The MOU must be signed by the Superintendent and the law enforcement representative.

**Attachment 1  
Cover Page  
Mississippi Community Oriented Policing  
Services in Schools Grant Application**

School District: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Zip Code \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Grant Coordinator: \_\_\_\_\_

Email Address of Grant Coordinator: \_\_\_\_\_

Phone Number(s) of Grant Coordinator: \_\_\_\_\_

**Number of Officers to be funded** \_\_\_\_\_

---

---

Name of Superintendent: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address of Superintendent \_\_\_\_\_

Name of Business Manager: \_\_\_\_\_

Email Address of Business Manager: \_\_\_\_\_

Name of Law Enforcement Representative: \_\_\_\_\_

Email Address of Law Enforcement Representative: \_\_\_\_\_

---

---

The applicant certifies that to the best of his/her knowledge, the information in this application is correct and that the filing of this application is duly authorized by the governing body of this institution.

\_\_\_\_\_  
Law Enforcement Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

## Part B Evaluation Criteria

### I. DESCRIPTION OF NEED (30 Points)

Attach a typed document (minimum of 200 words) to describe your school's need for the MCOPS grant. The description of need should include:

- Results of previous school safety assessment demonstrating the need of an SRO.
- Statistical data from the youth court exercising jurisdiction, internal school disciplinary data, or Mississippi Student Information System (MSIS) data.
- Current limitations (response time, serving multiple schools, shortage of officers, etc.)

### 2. THREAT ASSESSMENT WORKSHEET (30 Points)

Complete the MCOPS Individual Campus Threat Assessment questionnaire (Attachment 2). These questions will be used to provide data for each campus included in the grant. A separate questionnaire should be complete for each campus.

### 3. PLAN OF ACTION (40 Points)

Based on your school's need for the MCOPS grant, please attach a typed proposed **Plan of Action** to describe how the grantee will utilize their SRO to provide a safe and orderly education environment. The plan of action should include:

- The main objective of your plan.
- The proposed activities to accomplish your objectives within your plan.
- A job description for your SRO to ensure the officer will be working in and around primary and secondary schools.
- Supporting documentation in the following areas:
  - i. Problem identification and justification
  - ii. Community policing strategies to be used by the officers
  - iii. Quality and level of commitment to the effort, and the link to community policing

## Part C

### Budget Forms

#### INSTRUCTIONS FOR Part C BUDGET FORMS

##### **GENERAL INSTRUCTIONS**

This budget form is for the competitive grant program. Pay attention to applicable program specific instructions given in the RFP.

##### **BUDGET OVERVIEW**

###### **Budget Overview Form 1 (REQUIRED)**

All applicants must complete Form 1 and provide an overview to support the budget that is presented as part of this RFP.

##### **BUDGET NARRATIVE**

###### **Budget Narrative Form 2 (REQUIRED)**

**Please pay attention to applicable program specific instructions and allowable expenditures.**

1. Provide an itemized budget breakdown for each budget category listed in the budget summary pages.
2. Provide the rate and base on which fringe benefits are calculated.
3. Provide other explanations or comments you deem necessary.
4. This budget should total the amount of requested funds

##### **BUDGET SUMMARY**

###### **Budget Summary Form 3 (REQUIRED)**

All applicants must complete **Form 3** and provide a breakdown by the applicable budget categories shown in lines 1-8.

Lines 1-7: Please show the total amount requested for each applicable budget category.

###### **Budget Narrative – Matching Funds Form 4 (REQUIRED)**

1. Provide an itemized budget breakdown for each budget category listed in the budget summary pages.
2. Provide the rate and base on which fringe benefits are calculated.
3. Provide other explanations or comments you deem necessary.
4. This budget should total \$10,000.00

## Budget Overview

Provide a brief and concise narrative on the following:

- a. **How the items within the budget support the goals of the program;**

- b. **How the requested funds will be allocated for accomplishing tasks and activities described in the application;**

- c. **How the major costs indicated on the Budget Summary will be reasonable and necessary in relation to the number of participants to be served, to the scope of the project, and its anticipated outcomes;**

- d. **How the positions and salaries will be reasonable and necessary, consistent with the demographic area, and adhere to the applicant agency's policies and procedures on salary determination.**

**FORM 2**

**BUDGET NARRATIVE**  
**School Year \_\_\_\_\_**

Use the Budget Narrative form to provide a complete budget narrative **for the project**. On this page, please provide a **brief** but **detailed** budget narrative that explains: (1) the basis for estimating the costs of professional personnel salaries, administrative costs, benefits, project staff travel, materials and supplies, consultants, and any projected expenditures and (2) how the major cost items relate to the proposed activities and how these activities will help students achieve higher standards. This information should include a **detailed** description of the costs included, sufficient to document the **necessity and reasonableness** of **all** costs, and a **clear and concise description** of the computations used to arrive at the total amounts indicated. This page may be reproduced as needed.

Entity Name \_\_\_\_\_

<i>CATEGORY/ACTIVITY</i>	<b>AMOUNT</b>	<b>GENERAL DESCRIPTION</b>
1. Personnel (Non-Administrative)		
2. Personnel (Administrative)		
3. Fringe Benefits		
4. Travel		

5. Equipment		
6. Supplies		
7. Contractual		
8. Other (Specify)		
GRANT TOTAL		

Organization: \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_\_



**FORM 3**  
**Mississippi Department of Education**

FY \_\_\_\_\_

Projected Budget Summary

**BUDGET SUMMARY PAGE**  
**Match or Multi-Year Projects**

Fund Number: \_\_\_\_\_

Name of Institution/Organization: \_\_\_\_\_

Please read all instructions before completing form.

**BUDGET SUMMARY – FORM 2**

<b>Budget Categories</b>	<b>Project Year _____</b>	<b>Project Year _____</b>	<b>Total Budgeted</b>
1. Personnel (Non-Administrative)			
2. Personnel (Administrative)			
3. Fringe Benefits			
4. Travel			
5. Equipment			
6. Supplies			
7. Contractual			
8. Other (Specify)			
9. Total Cost (lines 1-8)			

**FORM 4**  
**BUDGET NARRATIVE**  
 School Year \_\_\_\_\_

Use the Budget Narrative – **Matching Funds** form to provide a complete budget narrative **for the project**. On this page, please provide a **brief** but **detailed** budget narrative that explains how **matching funds** will be used: (1) the basis for estimating the costs of professional personnel salaries, administrative costs, benefits, project staff travel, materials and supplies, consultants, and any projected expenditures and (2) how the major cost items relate to the proposed activities and how these activities will help students achieve higher standards. This information should include a **detailed** description of the costs included, sufficient to document the **necessity and reasonableness** of **all** costs, and a **clear and concise description** of the computations used to arrive at the total amounts indicated. This page may be reproduced as needed.

Entity Name \_\_\_\_\_

<i>CATEGORY/ACTIVITY</i>	<b>AMOUNT</b>	<b>GENERAL DESCRIPTION - Matching Funds</b>
1. Personnel (Non-Administrative)		
2. Fringe Benefits		
3. Travel		
4. Equipment		

5. Supplies		
6. Contractual		
7. Other (Specify)		
GRANT TOTAL		

Organization: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

## **Part D**

### **Standard Terms and Conditions**

Appropriate terms and conditions should be selected from the list below to be included in grants entered into by the Mississippi Department of Education. Other Special Conditions may be included depending on the type of services and the grantee. Please note that some federal grants may require alternate or additional conditions.

#### **Access to Records**

The Grantee agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Grantee related to Grantee's charges and performance under this agreement. Such records shall be kept by Grantee for a period of five (5) years after final payment under this agreement, unless the MDE authorized their earlier disposition. Grantee agrees to refund to the MDE any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records shall be retained until completion of the action and resolution of all issues, which arise from it.

#### **Assignment**

Grantee shall not assign or sub-grant in whole or in part, its rights or obligations under this agreement without prior written consent of the MDE. Any attempted assignment without said consent shall be void and of no effect.

#### **Availability of Funds**

It is expressly understood and agreed that the obligation of MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDE, MDE shall have the right upon ten (10) working days written notice to the Grantee, to reduce the amount of funds payable to the Grantee or to terminate this agreement without damage, penalty, cost or expenses to MDE of any kind whatsoever. The effective date of reduction or termination shall be as specified in the notice of reduction or termination.

#### **Changes**

This agreement shall not be modified, altered or changed except by mutual agreement by an authorized representative(s) of each party to this agreement, and must be confirmed in writing through MDE grant modification procedures.

### **Copyrights**

The Grantee: (i) agrees that the MDE shall determine the disposition of the title to and the rights under any copyright by Grantee or employees on copyrightable material first produced or composed under this agreement; and, (ii) hereby grants to the MDE a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, to authorize others to do so, all copyrighted or copyrightable work not first produced or composed by Grantee in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Grantee now has, or prior to the completion or full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Grantee further agrees that all material produced and/or delivered under this grant will not, to the best of the Grantee's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Grantee's opinion be likely to become, the subject of any infringement claim or suite, the Grantee shall procure the rights to such material or replace or modify the material to make it non-infringing.

### **Equal Opportunity Employer**

The Grantee shall be an equal opportunity employer and shall perform to applicable requirements; accordingly, Grantee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, handicap or sex in any manner prohibited by law.

### **Independent Grantee**

The Grantee shall perform all services as an independent Grantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by Grantee with respect to third parties shall be binding on the MDE.

### **Laws**

This agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

### **Legal Authority**

The Grantee assures that it possesses legal authority to apply for and receive funds under this agreement.

### **Mississippi Ethics**

It is the responsibility of the grantee to ensure that subcontractors comply with the Mississippi Ethics Law about conflict of interest. A statement attesting to said compliance shall be on file by the grantee.

**Personnel**

Grantee agrees that, at all times, the employees of Grantee furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike and dignified manner.

**Termination**

The Mississippi Department of Education, by written notice, may terminate this grant, in whole or in part, if funds supporting this grant are reduced or withdrawn. To the extent that this grant is for services, and if so terminated, the Mississippi Department of Education shall be liable only for payment in accordance with payment provisions of this grant for services rendered prior to the effective date of termination.

The Mississippi Department of Education, in whole or in part, may terminate this grant for cause by written notification. Furthermore, the Mississippi Department of Education and the grantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the Mississippi Department of Education or the grantee may terminate this agreement at any time by giving 30 days written notice to the other party of such termination and specifying the effective date thereof. The grantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the grantee covered by the agreement, less payments of compensation previously made.

I have read and agree to comply with the standard terms and conditions and I certify that the contents of this application, if funded, will be followed in the implementation of the school district’s SRO Program described herein.

School District: \_\_\_\_\_ School Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

\_\_\_\_\_  
Law Enforcement Representative Signature

\_\_\_\_\_  
DATE

**AND**

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
DATE

**PART E**  
**Mississippi Department of Education (MDE) Assurances and**  
**Certifications**

- a. The applicant shall be an equal opportunity employee and shall perform to all other applicable requirements; accordingly, the applicant shall neither discriminate nor permit discrimination in its operation or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, handicap, or sex in any manner prohibited by law. Further, the applicant agrees to comply with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and the No Child Left Behind Act of 2001;
- b. The applicant agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit examine any pertinent books, documents, papers, and records of applicant related to applicant's charges and performance under this agreement. Applicant shall keep such records for a period of five years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Applicant agrees to refund to the MDE any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it
- c. The applicant assures that it possesses legal authority to apply for and to receive funds under this agreement;
- d. The grantee certifies they have not been barred from contracting or otherwise doing business with the State or Federal Governments;
- e. This agreement shall not be modified, altered, or changed except by mutual agreement by representative(s) of each party to this agreement, and must be confirmed in writing through MDE grant modification procedures;
- f. The applicant shall perform all services as an independent applicant and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the applicant with respect to third parties shall be binding on the MDE;
- g. The MDE, by written notice, may terminate the grant, in whole or in part, if funds supporting the grant are reduced or withdrawn. To the extent that the grant is for services, and if so terminated, the MDE shall be liable only for payment in accordance with payment provisions of the grant for services rendered prior to the effective date of termination. The MDE, by written notice, may terminate the application for nonperformance of the application at any time during the term of the program. The applicant agrees that work, data, etc. created under the auspices of the program shall be turned over to the MDE upon such termination. The MDE, in whole or in part, may terminate the program for cause by written notification. Furthermore, the MDE and the applicant may terminate the agreement, in whole or in part, upon mutual agreement. Either the Mississippi Department of Education or the awardee may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof. The applicant shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the contractor covered by the agreement, less payments of compensation previously made;

h. This agreement, and all matters or issues collateral to it, shall be governed by, and constructed in accordance with, the laws of the State of Mississippi; and

i. Applicant shall not assign or sub-grant in whole or in part, its rights or obligations under this agreement without prior written consent of MDE. Any attempted assignments without said consent shall be void and of no effect.

j. The local education agency/grantee adheres to the applicable provisions of the Education Department General Administrative Regulations (EDGAR): 34 CFR Subtitle A, Parts 1-99.

k. The local education agency/grantee adheres to the applicable regulations of the Office for Civil Rights, U.S. Department of Education: 34 CFR Subtitle B, Parts 100-199. 12 l. The local education agency/grantee adheres to the Office of Management and Budget (OMB) Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments).

m. The local education agency/grantee assures that salary and wage charges will be supported by proper time reporting documentation that meets the requirements of OMB Circular A-87.

By signing this statement, the Grantee hereby certifies and assures that the school district submitting this application shall comply with the above Endorsement and Support of District Application, Standard Terms and Conditions, and MDE Assurances and Certifications in accordance with state and federal regulations requirements, and MDE policy and requirements pertaining to this program. The applicant certifies further that the information submitted on this application is true and correct.

School District: \_\_\_\_\_ School Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

\_\_\_\_\_  
Law Enforcement Representative Signature DATE

**AND**

\_\_\_\_\_  
Superintendent Signature DATE



## Attachment 2

### MCOPS Individual Campus Threat Assessment

PLEASE TYPE OR PRINT

<p>Please use this form for EACH school campus included in the MCOPS grant application. There will only be one District application, but there may be several individual campus information worksheets.</p>	<p>School District:</p>
	<p>School Name:</p>

Is this a NEW SRO Program?	Yes	No
How many School Resource Officers (SRO's) are on this campus?		
How many School Safety Officers (SSO's) are on this campus?		
Are the SRO's and SSO's shared between other campuses?	Yes	No
	How many campuses are shared?	
If the answer to question #5 is YES, what is the average response time between campuses?		
What grade levels are served at this campus?		
How many students and staff members are present on this campus?	Students:	Staff:      Total:
What is the estimated response time for local law enforcement to this campus if additional law enforcement resources are needed?		
How many incidents requiring an arrest have occurred on this campus in the past 12 months?		
How many out of school suspensions have occurred of this campus in the past 12 months?		

**PRINT one document for EACH campus and include with the MCOPS application.**

### Attachment 3

## School Resource Officers Training Hours Log

Officer's Name: \_\_\_\_\_

Training Title	Instructor	Location of Training	Course Hours	Certificate Date

Print multiple copies if needed