

MEMORANDUM OF AGREEMENT
BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND,
THE PRINCE GEORGE'S COUNTY BOARD OF EDUCATION
AND
THE CITY OF BOWIE
CONCERNING THE SCHOOL RESOURCE OFFICER PROGRAM

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made this ____ day of 20____, by and among Prince George's County, Maryland, a body corporate and politic (hereinafter referred to as "the County"), on behalf of the Prince George's County Police Department (hereinafter referred to as "the Department"), the Prince George's County Board of Education ("Board") for the Prince George's County Public School System ("PGCPS") and the City of Bowie, Maryland, (the "City") on behalf of the Bowie Police Department ("Policing Agency") (individually the, "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties wish to enter into a memorandum of understanding to advance the public interest of providing a safe learning environment for students, parents, school administrators, faculty and staff.

WHEREAS, the City provides for the establishment of the POLICING AGENCY to be responsible for the preservation of the public peace, prevention of crime, protection of the rights of persons and property and enforcement of laws and the rules and regulations made in the furtherance thereof; and

WHEREAS, the Policing Agency's officers are trained in current law enforcement techniques, have completed a course of training prescribed by the Maryland Police and Corrections Training Commission (MPCTC), are certified law enforcement officers under Maryland Law, and have officers specifically trained as School Resource Officers (SRO);

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. MISSION.

The Parties enter into this Agreement for the purpose of establishing and improving the School Resource Officer Program, defining specific duties and responsibilities, and establishing a working protocol for exchanging information and addressing matters of concern cooperatively with the goal of maintaining and enhancing a safe and secure learning environment for students, staff, and the PGCPS school community within Prince George's County, Maryland. The parties agree that:

1. The vast majority of student misconduct is best addressed through classroom and in-school strategies that maintain a positive learning environment and afford students opportunities to

learn from their mistakes, correct any harm that results from their behavior, and restore relationships that are disrupted by their conduct; and

2. The parties will work together to promote safe, inclusive, and positive learning environments and exercise discretion and judgment in responding to PGCPs school-based incidents.

B. OBLIGATIONS OF THE PARTIES.

During the term of this Agreement the Parties shall perform such obligations which are set forth in Attachment A entitled "Roles and Responsibilities" which is incorporated herein by reference.

C. TERM.

The term of this Agreement shall begin on July 1, 2017 and end on June 30, 2020, unless sooner terminated in accordance with this Agreement. The parties may renew this Agreement for additional one year terms upon the written agreement of the Parties within 60 days prior to the expiration of this Agreement. The continuation of this Agreement beyond the end of the fiscal year in which it is executed, and any subsequent fiscal years during which this Agreement is in effect, shall be contingent upon the availability of funding for the applicable fiscal year.

D. TERMINATION FOR CONVENIENCE.

Any party may terminate this Agreement by giving to the other party written notification thereof at least thirty (30) days prior to termination. In the event of such termination and if the City is entitled to compensation of services already rendered, the City shall be compensated upon submission of an invoice in accordance with Section E hereof. The City shall not be entitled to anticipatory profits.

E. COMPENSATION.

The County shall pay to the City the amount of Eighty Thousand Dollars (\$80,000.00) per fiscal year for the term of this Agreement in consideration of the City's assignment of one (1) City officer to serve as a SRO at Bowie High School on a full-time basis. The County shall pay the City for services rendered not less than thirty (30) days after receipt of a proper invoice containing the signature of an authorized representative of the Board confirming receipt of the services invoiced. The maximum payable to the City under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000.00) per fiscal year, subject to the availability of funding.

F. DOCUMENTATION AND RECORD KEEPING.

The POLICING AGENCY shall maintain documentation as necessary to prove that it is meeting its obligations under this Agreement and such other standards as apply. The POLICING AGENCY shall maintain such documentation for a period of three (3) years after the termination of this Agreement, or in the alternative, shall submit such documentation to the Board within 30 days of the expiration date of this Agreement. At any time during normal business hours, and as deemed necessary by the Board, the POLICING AGENCY shall make available to the Board any such documentation for inspection. Copies of any School Records are the property of the Board and shall be returned by the POLICING AGENCY to the Board upon the termination of this Agreement.

G. CRIMINAL BACKGROUND CHECK.

It is the responsibility of the POLICING AGENCY to make certain that its employees, agents, volunteers, and contractors and any instructors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

1. Employees Having Direct Contact with Students.

Any and all current and future employees of the POLICING AGENCY who have direct contact with students must have a criminal background check and fingerprinting. Previous background checks performed by a municipality, Prince George's County or the Maryland State police department will be accepted, provided PGCPs receives a copy and any updates. No employee can begin work in a Prince George's County Public School until results have been received. Violation of this provision may result in Termination for Cause.

2. Employees that do not have Direct Contact with Students.

Employees of Consultant who will be placed in a PGCPs school but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contracting Officer before services can commence. Every two years the Consultant shall submit copies of background checks to the Contracting Officer. Should any employee be flagged during the term of this contract, the Consultant shall contact the Contracting Officer within 24 hours of notification. Violation of this provision may result in Termination for Cause.

3. Employment of Sex Offenders.

The POLICING AGENCY shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered sex offender. If a registered sex offender is employed by the POLICING AGENCY, they are prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any PGCPs property. Violation of this provision may result in Termination for Cause.

H. STUDENT'S EDUCATION/MEDICAL/PSYCHOLOGICAL RECORDS/CONSENTS.

Prior to dissemination or review of records, POLICING AGENCY and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws.

I. CONFIDENTIALITY.

The POLICING AGENCY acknowledges its responsibility to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (34 CFR §99), The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations § 13A.08, with respect to school records provided by the Board, if applicable.

1. PGCPs and POLICING AGENCY acknowledge that certain law enforcement records are exempt from the standard protections offered under FERPA as outlined in 34 CFR §99.8.
2. Any confidential information provided by PGCPs to POLICING AGENCY/Partner, including all copies thereof must be used by POLICING AGENCY/Partner only as provided for by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the expressed written consent of PGCPs and can only be done so in accordance with applicable privacy laws. POLICING AGENCY/partner agrees to return to PGCPs all such information within fifteen (15) days of the expiration of termination of this Agreement; or with the express consent of PGCPs. POLICING AGENCY/partner may destroy such information within fifteen (15) days of termination or expiration of this Agreement, certifying to PGCPs in writing that the information has been destroyed.

J. PROTECTION OF STUDENT RECORDS.

POLICING AGENCY/Partner and its affiliates or subcontractors, at their expense, have a duty to and shall protect from disclosure any and all Student Records which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in conformance with current industry standards.

POLICING AGENCY/partner or its affiliates or subcontractors shall implement and maintain a comprehensive data – security program for the protection of Student Records whether the Records are stored electronically and/or in hard copy form. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Student Records, and information of a similar character, as set forth in all applicable federal and state law and written policy of PGCPs or the Maryland State Board of Education (“MSBE”) concerning the confidentiality of Student records. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access, and transportation of data containing Student Records;
2. Reasonable restrictions on access to records containing Student Record information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Student Records, including but not limited to passwords; and
5. Encryption of Student Records that are stored on laptops, portable devices, or being transmitted electronically.

POLICING AGENCY/partner and its subcontractors or affiliates shall notify PGCPs as soon as is practicable, but no later than twenty-four (24) hours, after they become aware of or suspect that any Student Records which POLICING AGENCY/partner or subcontractors or affiliates possess or control have been subject to a Student Records breach. The POLICING AGENCY/partner shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliates to safeguard Student Records in the same manner as provided for in this Section. Nothing in this Section shall supersede in any manner POLICING AGENCY/partner's or its affiliate's obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the POLICING AGENCY/partner as a service provider to PGCPs.

K. DATA DISSEMINATION.

For purposes of publicity, advertising, news release or press conferences in any form of medium, the parties shall confer with one another regarding the time, manner and content of appropriate data dissemination, results of studies or reports, or other materials, and consent to such dissemination, provided that such consent shall not be unreasonably withheld by either party.

L. INDEMNIFICATION.

Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this Agreement, and no party shall hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and relating provisions.

M. APPLICABLE LAW

This Agreement shall be construed according to Maryland law and subject to the jurisdiction of its courts. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be filed in a court of competent jurisdiction in Prince George's County, MD.

N. PROFESSIONALS

All SROs shall be certified as police officers in Maryland. Any permanently assigned SRO shall have received certification from the basic SRO course or be scheduled to receive said training by the start of the school year following his/her placement at a school. Temporary SROs will not be required to have completed the basic SRO certification course.

O. ENTIRE AGREEMENT

This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

P. INTERPRETATION

The Agreement shall not be construed or interpreted for or against any party hereto because the

party drafted or caused that party's legal representative to draft any of its provisions. Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing or interpreting this Agreement.

Q. SEVERABILITY

Each provision of this Agreement shall be deemed a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of the Agreement, which shall remain in full force and effect.

R. MODIFICATIONS AND AMENDMENTS

Any and all modifications to the terms of this Agreement must be by a written amendment, signed and approved by all parties. This Agreement may be amended at any time by mutual consent; however, this Agreement shall be reviewed on a biannual basis to determine if its terms require an update due to changes in law or circumstances. If it is determined that changes in law or circumstances require an amendment to this Agreement, the parties will engage in good faith negotiation of an amendment.

S. ASSIGNMENT

No party may assign its obligations under this MOU. Any attempted assignment in violation of this provision shall be void

T. NOTICE PROVISIONS

Notices shall be deemed sufficient when given by certified mail, return receipt requested to the following addresses, which may be revised by the parties by written notice:

For the County: Chief of Police
7600 Barlowe Road
Palmer Park, MD 20785

With copies to: County Attorney
Office of Law, Room 5121
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772

For the City of Bowie: City Manager
15901 Excalibur Road
Bowie, MD 20716

For the Board of Education: Dr. Kevin M. Maxwell
Superintendent of Schools for Prince George's County
14201 School Lane
Upper Marlboro, MD 20772

The Remainder of this Page is Intentionally Blank—Signature Page to Follow

IN WITNESS, WHEREOF, the parties hereto have caused this Agreement to be signed and executed as of the date set forth above.

PRINCE GEORGE'S COUNTY, MARYLAND

Witness

Nicholas A. Majett
Chief Administrative Officer

PRINCE GEORGE'S COUNTY
PUBLIC SCHOOLS




Witness

 5/23/18

Dr. Kevin M. Maxwell **Date**
Chief Executive Officer

CITY OF BOWIE, MARYLAND

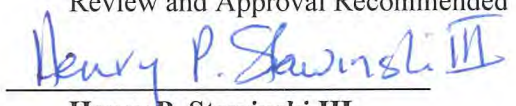
Witness

 4-18-18

Alfred D. Lott **Date**
City Manager



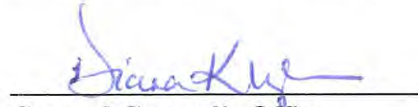
Witness

Review and Approval Recommended


Henry P. Stawinski III
Chief of Police

Reviewed for Legal Sufficiency

Reviewed for Legal Sufficiency



General Counsel's Office
Prince George's County Public Schools

Office of Law
Prince George's County, Maryland

ATTACHMENT A
ROLES AND RESPONSIBILITIES

DELINEATION OF DUTIES

I. Roles and Responsibilities of the Board via Principals, Administrators and Teachers.

PGCPS staff shall be primarily responsible for student discipline and will only involve SRO's in law enforcement matters.

1. Principal and staff shall be responsible for classroom and student discipline;
2. Principal and staff shall be responsible for enforcement of PGCPS rules and policies;
3. Principals also should meet on a quarterly basis with their Police Commanders or their designees to provide feedback on their SROs.
4. Principals must agree to schedule a meeting with the Police Commander or his designee, upon their request to address issues that may have arisen out of the performance of this Agreement.
5. Principal will follow district policy and state law in application of student discipline, and
6. Principal will contact the SRO should any situation evolve or reveal itself to be a life threatening or law enforcement matter.

II. PGCPS Security Personnel.

A **Security Team Leader (STL)** is assigned to the high school to assist the school administration in maintaining a safe and secure learning atmosphere for staff and students. Major job responsibilities include supervision and leadership of the security team and investigation of incidents on school property. In cooperation with the principal or designee, the STL, assists in controlling access to buildings and grounds by unauthorized persons and in assuring that students report to their assigned instructional areas.

Duties of the STL:

1. Investigates incidents on school property and prepares a written report for administrative purposes.
2. Advises the principal on all school security-related matters.
3. Maintains a high profile to discourage disruptive acts.
4. Provides surveillance of suspected problem areas.
5. Provides day-to-day supervision and leadership of the security assistant(s) and provides guidance and assistance to them in the more difficult situations.
6. Assists the administration with staff and student awareness programs.

7. Acts as a liaison between the school administration and emergency service agencies.
8. Supervise Security staff assigned feeder schools with security problems.
9. Communicate with the school SRO about safety issues. Whenever practicable, the STL shall consult with the principal or a principal's designee to determine whether a school-based incident necessitates a call for service to an SRO or other law enforcement officer as dictated by this MOA.

III. Roles and Responsibilities of the Policing Agency.

- A.** School Resource Officer (SRO) is a sworn uniformed law enforcement officer trained in emergency preparedness, crisis management, community policing concepts, and problem solving who is assigned to work as a liaison to PGcps for law enforcement purposes. SROs will participate in PGcps Security Services annual in-service training provided by PGcps.

Duties of SRO:

1. The SROs will assist school staff in enhancing safety within their assigned schools and serve as a liaison between his/her agency and PGcps officials for school and police-related concerns and incidents.
2. The SROs will assist in calls for service at their assigned schools and incidents occurring around their schools when they are available to respond. The responding SRO and/or the appropriate police department's unit having follow-up responsibility will investigate these calls for service at the direction of the patrol supervisor(s) in a way that, to the greatest extent possible, minimizes disruption to the school day and classroom instruction.
3. The SROs will act as a resource and assist with emergency preparedness, to include participating in lock-down, shelter in place, and evacuation drills, as well as safety awareness education to the high school population age groups.
4. The SROs will serve, as a point of contact to deliver law enforcement programs such as crime prevention, conflict resolution and mediation, drug and alcohol awareness, anti-bullying, violence prevention, gang awareness, and community relations and outreach.
5. The SROs will maintain contact with beat officers who patrol the area around their schools for the purpose of sharing information and generating discussions pertaining to community concerns.
6. When possible, SROs, in coordination with school administrative staff, will provide training and presentations about law enforcement or school-related topics useful for staff, school administrators, school security, parents and other law enforcement agency personnel to aid efforts to enhance the safety of the school environment.
7. SROs will assist with traffic safety and enforcement activities in and around their assigned school areas.

8. When needed and available, the SROs will coordinate assistance at major school events such as athletic events, large dances, or other activities.
9. SROs will coordinate familiarization training ("walkthroughs"), to include review of the schools' emergency response plan/procedures, for responding officers within their district. These walkthrough trainings will be coordinated with school administration.
10. SROs will inform the principal or the principal's designee of their duty schedule on a weekly basis, including, whenever possible, any obligations that require them to leave school premises.
11. SROs will not be used to enforce PGCPS policies, rules, regulations, and/or procedures.
12. SROs will ensure that visitors respect student privacy and minimize disruption to the school day and classroom instruction.
13. The SROs will have no special law enforcement emphasis while performing their duties and responsibilities. While on PGCPS property, the SROs have full authority as sworn police officers. All enforcement actions will be taken in accordance with appropriate Federal, State, County and Local laws, and involved law enforcement agency policies and procedures. PGCPs and the appropriate school staff will be notified of any actions taken in accordance with normal practice and any appropriate agreements between the involved law enforcement agencies and PGCPs.
14. SROs will acknowledge the authority of the principal, as the administrator of the school, at all times as to matters within the scope of his/her authority.
15. The use of force by a SRO will be done in the least invasive and discreet way. The SRO should be familiar with PGCPs Student Safety Administrative Procedures

B. SRO Supervisors:

1. At no time shall the Principal supervise an SRO as the Policing Agency retains control and supervision over the SROs.
2. Each involved law enforcement agency will appoint a designated supervisor for its respective SROs. An SRO roster, including supervisor(s), shall be provided to PGCPs on an annual basis, preferably before the start of each school calendar year, or as needed if personnel should change. This list should include current contact information; i.e., work cell/office telephone numbers and an e-mail address for each SRO and supervisor.
3. Shall provide each principal with the name and contact information of the Police Commander; Supervising Officer and all SROs assigned his/her School.

The Policing Agency will coordinate training within the SRO Program, attend meetings with PGCPs principals and/or administrators, and act as the point of contact for the Prince George's County Police Department and PGCPs to assist with resolving any conflicts or matters of concern.

IV. Roles and Responsibilities of the County.

The County shall provide funding for one (1) SRO assigned to Bowie High School in the amount of \$80,000 per fiscal year, subject to the availability of County funding.

Transmittal Slip

5/18/18

TO: 1. John Pfister

Date Received

Initials
JMD FOR JP

Enclosed please find Memorandum of Understanding (MOU) between Prince George's County, Maryland on behalf of Prince George's County Police Department, Board of Education of Prince George's County and City of Bowie, Maryland/City of Greenbelt, Maryland/City of Hyattsville, Maryland, respectively regarding School Resource Officers at Bowie High School/Eleanor Roosevelt High School/Northwestern High School, respectively.

The MOUs have been reviewed for legal sufficiency by Diana Wyles, Esquire and they are being hand delivered to John Pfister for review for financial adequacy. I will bring original to your office.

Please forward to Kevin Maxwell, Ph.D. for review/signature.

TO: 2. Kevin Maxwell

Date Received
5/23/18

Initials
KRM

Dr. Maxwell, please review the MOUs that have been approved by legal and CFO. Please sign the MOUs on page eight where indicated. Please note there are six copies of each MOU. Please return original to Karen Remington.

Thanks all,

Karen Remington
Office of General Counsel
301-780-5917

MEMORANDUM OF AGREEMENT
Between
PRINCE GEORGE'S COUNTY, MARYLAND
ON BEHALF OF PRINCE GEORGE'S COUNTY POLICE DEPARTMENT
and
BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY
and
CITY OF BOWIE, MARYLAND

Re: School Resource Officer at Bowie High School
July 1, 2017 – June 30, 2020

PGCPS Approved for Legal Sufficiency

Diana Wyles, Esq.
Associate General Counsel
Office of General Counsel

Signature: 

Date: 5/18/2018

PGCPS Approved for Financial Adequacy

John Pfister
Chief Financial Officer
Office of Business Management Services

Signature:  FOR JOHN PFISTER

Date: 5-23-18

8414-18



PRINCE GEORGE'S COUNTY
PUBLIC SCHOOLS
Upper Marlboro, Maryland 20772

To: Shaunna

From: Kevin M. Maxwell, Ph.D.
Chief Executive Officer

Date: 5/15/18 Hour: _____

- As requested. 05-15-18A08:48 RCVD
- For your files. C18-05-93906C
- Forwarded to keep you briefed.
- For your approval/signature.
- Forwarded to you for appropriate action.
- This matter has been referred to:

- Kindly return at your convenience.
- Please prepare reply for my signature by _____.
- Please reply directly, but indicate my referral.
- Return through this office.
- Would appreciate your reaction to this.
- Please advise of action taken on this matter.
- Thought this may be of interest to you.
- Returned with thanks.

Comments: Please review for legal sufficiency prior to the CEO approval.

Tranles,
Jenkins