

## MEMORANDUM

DATE: April 29, 2008  
TO: Dr. Randy McCoy, Superintendent  
FROM: George Nofflin, Jr., Ph.D. *GN*  
RE: Summer Transportation Request

The Tupelo Police Department School Resource Officer (SRO) Unit is requesting use of a Tupelo Public School District (TPSD) school bus for the purpose of transporting TPSD students to various locations throughout the city and one field trip to Bay Springs Lake during the summer of 2008. As a component of the request, the SRO Unit Director Sgt. Terry Morgan was asked to review the district's Agreement for Transportation Service. The agreement includes the terms and conditions established by the TPSD when an organization is requesting the use of a school bus. Sgt. Morgan signed the agreement and a copy is enclosed for your review.

In addition, the SRO Unit must submit a copy of their Insurance Certificate and TPSD must be listed as an additional Insured. The district will not issue a bus to an organization until the Insurance Certificate requirement is fulfilled. To ensure safety, the SROs are required to accompany the students on the bus and monitor their behavior. In addition, the TPSD Student Guidebook and specific Board Policies will be used as a guide to respond to inappropriate behavior.

In order to fulfill the agreement between TPSD and the SRO Unit, Sgt. Morgan must provide the following documents:

1. Copy of General Liability Insurance listing TPSD as an additional insured.
2. Names of certified school bus drivers.
3. List of all field trips.

If you agree with this request, please add to the agenda of the next scheduled board meeting.

Attachments



## **TUPELO POLICE DEPARTMENT**

**322 Court Street, Tupelo, MS 38804 • Office 662-841-6523 • Fax 662-841-6555**

April 24, 2008

72 South Green St.  
Tupelo, MS. 38804

Dear Dr. McCoy and School Board Members:

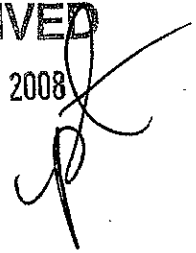
The Tupelo Police Department SRO Unit is now in the process of organizing summer programs for the youth in our community. Once again we wish to request the use of a TPSD bus to assist in the facilitation of these programs. This summer we will host two such programs; D.A.R.E. camp and G.R.E.A.T. camp. The bus would be used to transport program participants to various locations locally and one field trip to Bay Springs Lake. The Tupelo Police Department will provide all applicable insurance and will cover all fuel costs incurred. Over the past several years, your gracious donation of a bus for these programs has helped us succeed in our mission to reach out to the youth of the community and we are sincerely grateful for your assistance. Attached you will find our certificate of insurance coverage. Please contact me regarding any further information needed at 871-0065.

Sincerely,

  
Sgt Terry Morgan  
Tupelo Police Department  
School Resource Officer Unit

**RECEIVED**

APR 24 2008



April 28, 2008

To: Dr. George Noflin  
From: Sgt. Terry Morgan

Ref: Proposed Summer Bus Schedule, June 2 - 13

The DARE / GREAT camp will be traveling to the following locations on the following days. Locations and dates are subject to change due to unforeseen circumstances.

June 4<sup>th</sup> – Bowling, Rebel Lanes  
June 5<sup>th</sup> – Movie, Malco Cinema  
June 6<sup>th</sup> – Swimming, City Pool  
June 10<sup>th</sup> – Ballard Park  
June 11<sup>th</sup> - Movie, Malco Cinema  
June 13<sup>th</sup> – Bay Springs Lake

Bus drivers will be Sgt. Terry Morgan and Officer Jon Bramble. Both possess a class B commercial driver's license and hold a TPSD bus card.

**ACORD CERTIFICATE OF LIABILITY INSURANCE**CSR MB  
CITYT-1DATE (MM/DD/YYYY)  
04/21/08

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. P. O. Box 16447 Jackson MS 39236-6447 Phone: 601-956-5810 Fax: 601-957-7098		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b>  City of Tupelo P. O. Box 1139 Jackson MS 39215		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: St. Paul Guardian Ins. Co.	24775
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L	LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Law Ded 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GP09313432	12/31/07	12/31/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000	
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	GP09313432	12/31/07	12/31/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Tupelo Police Functions


**CERTIFICATE HOLDER**

TUPEPU1  Tupelo Public Schools P. O. Box 557 Tupelo MS 38801
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**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**Agreement for Transportation Service  
For Summer Program Children/D.A.R.E.**

This Agreement for Transportation Services for Summer Program Children/D.A.R.E. (the "Agreement") is entered into by and between the Tupelo Public School District ("TPSD") and the Tupelo Police Department/School Resource Officer Unit ("Contractor") as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESSETH:

WHEREAS, Contractor provides a summer educational program for children (the "Children") from approximately June 2, 2008, through June 13, 2008, and

WHEREAS, Contractor desires that TPSD provide a TPSD school bus to transport the Children to and from various field trips during summer program, and

WHEREAS, Contractor agrees to provide a state and federally certified school bus driver to transport the Children, and

WHEREAS, Contractor agrees to provide and/or pay for fuel for the operation of the school bus, and

WHEREAS, TPSD possesses a school bus to transport the Children,

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. TPSD will provide one school bus to transport the Children to various local field trips at no cost to Contractor so long as Contractor complies fully with the terms and conditions contained in this Agreement for Transportation Service. In the event that Contractor breaches any of the terms and/or conditions of this Agreement, it shall immediately terminate and neither party will owe any further obligation or duty to the other.
2. Contractor acknowledges that it has been provided with a copy of the TPSD Bus Discipline policies that it has read and understood the same, and Contractor hereby agrees to enforce said discipline policies at all times while the Children are riding TPSD buses. Contractor assumes full responsibility for the supervision of all Children riding TPSD buses, and acknowledges that TPSD will rely on Contractor to provide such supervision.

3. Contractor acknowledges and agrees that for the purposes and duration of this Agreement, its employees are not, will not be held out to be, and will not act as the agents or employees of TPSD.
4. Contractor represents that it is covered under a general liability insurance policy and that, for the purposes of this Agreement, it will cause TPSD to be named as an additional insured.
5. This Agreement will be effective from and after June 2, 2008, and upon its approval by the Tupelo Public School District Board of Trustees.
6. Contractor hereby agrees to indemnify and hold the Tupelo Public School District, its trustees, agents, representatives, administrators and/or employees harmless from any and all claims, actions, causes of action, damages, loss and/or liability that may be incurred or result from the transportation of the Children. Contractor agrees to indemnify and defend the Tupelo Public School District, its staff, trustees, agents, administrators, agents and employees in the event of any litigation against it/them. Contractor agrees to reimburse TPSD for any attorney fees, costs or expenses incurred in defending any action based on alleged misconduct or activity of any employees of Contractor while engaged in the activities contemplated herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by officials duly authorized to do so.

TUPELO PUBLIC SCHOOL DISTRICT

By: \_\_\_\_\_  
DR. RANDY D. MCCOY, SUPERINTENDENT

\_\_\_\_\_  
Date

TUPELO POLICE DEPARTMENT SCHOOL RESOURCE OFFICER

By: \_\_\_\_\_

*Ferry Sanford*  
\_\_\_\_\_  
Date 5-6-08