AGREEMENT

THIS AGREEMENT, dated this ___ day of July, 2014, by and between THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, hereinafter called the BOARD, and the CITY OF Cocoa, FLORIDA, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the City Council at its __________, 2014, meeting duly approved this agreement: and,

WHEREAS, the BOARD at its ___________ 2014 meeting duly approved this agreement: and,

WHEREAS, the BOARD and the CITY desire to assign a school resource officer to the campus of Cocoa High School for a period of not more than 190 days during the school year and;

WHEREAS, the BOARD finds and determines that the School Resource Officer (SRO) program will not interfere with the schools’ programs and is in the best interest of the school system and the community;

NOW, THEREFORE, for good and valuable consideration including the agreed-to charges, materials, and services outlined herein, plus the mutual covenants hereinafter set forth between the parties hereto and incorporated herein by reference, the BOARD and the CITY do hereby agree to the following terms and conditions, to wit:

1. This agreement continues the SRO program effective Monday August 18, 2014 and will terminate on Monday June 1, 2015, unless further continued by mutual agreement of both parties prior to that date. Either party may terminate this agreement upon 30 days written notice to the other party. Any termination of this agreement will result in the return of funds equal to the proportionate amount of time remaining in the agreement.

2. Reimbursement will be on a 190 school day basis, with the CITY placing one (1) officer in Cocoa High School on August 18, 2014 at $31,300 per officer.

3. The BOARD and the CITY agree to indemnify and hold each other harmless and free from liability, including the officers, agents or employees of said parties while acting as such from all claims for damages and injuries and all costs, damages, expenses and attorney’s fees which either party may become obligated to pay as the result of errors or any acts or omissions of employees of either party in relation to the School Resource Officer Program, to the extent permitted by Chapter 768.28 of the Florida Statutes.

4. The CITY agrees that this Agreement shall not be transferred or assigned to any other agency without the written permission of the BOARD.

5. The BOARD will provide an appropriate work space on the school campus, an adequate amount of supplies and clerical support as deemed necessary by the principal of the school. Payment to the CITY shall be made in three (3) installments according to the following schedule: November 5, 2014, January 28, 2015, and May 22, 2015 subject to proration in the event of termination. All
invoices should be submitted to Lieutenant Mike Scully, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.

6. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits 1 and 2, which are incorporated by reference herein and made a part hereof as fully as if herein set forth.

7. The BOARD has designated the school principal and the CITY has designated the Chief of Police for the purpose of implementing the terms of this agreement.

8. The term of this agreement shall remain in effect from August 18, 2014 through June 1, 2015 or until the termination as provided herein. The BOARD and the CITY will open discussions regarding renewal for the 2015-2016 school year on or before July 1, 2015.

9. If any of the items or provisions hereof are in conflict with any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed to be modified to conform with such statute or rule of law.

10. The parties understand and agree that the School Resource Officer in rendering services provided for by this agreement is doing so as an employee of the CITY and not as an officer, agent or employee of the BOARD.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers and agents the day and year first written above.

CITY OF Cocoa, FLORIDA

ATTEST:

Henry U. Parrish III, Mayor

Joan Clark, City Clerk

APPROVED AS TO CONTENT:

Mr. John A. Titkanich Jr., City Manager

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

ATTEST:

Karen Henderson, Chairman

Brian T. Binggeli, Ed.D., Superintendent

APPROVED AS TO FORM BY:

Harold. T. Bistline, School Board Attorney

Attachments:

Exhibit 1
Exhibit 2
EXHIBIT I

SCHOOL RESOURCE OFFICER PROGRAM

GOALS

1. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.

2. To foster a better understanding of the law enforcement function.

3. To develop positive concepts of law enforcement.

4. To develop a better appreciation of citizens rights, obligations, and responsibilities.

5. To provide information about crime prevention.

6. To provide assistance and support for crime victims identified within the school setting, including abused children.

7. To promote positive relations between students and law enforcement officers.

8. To enhance knowledge of the fundamental concepts and structure of the law.

9. To annually evaluate the effectiveness of the program based on input from students, parents, the school staff, and the community, and submit a written report to the principal.

10. To provide materials and consultative assistance to teachers and parents on various law education topics.
EXHIBIT II

SCHOOL RESOURCE OFFICER PROGRAM

GUIDELINES

BREVARD COUNTY SCHOOL SYSTEM

1. The school resource officer, hereinafter referred to as SRO, is a City of Cocoa police officer, responsible to the Chief of Police. The SRO shall report to the school principal on a regular basis as determined by the Principal. The Principal will also perform a semi-annual performance evaluation of the SRO.

2. The SRO candidates will be interviewed by a committee, which includes the Principal of the school or his designee. The Chief of Police will make the final selection based upon recommendations of the Selection Committee.

3. The Chief of Police and the Principal shall determine when the SRO will wear his uniform at the school.

4. Normal conflicts may occur between the Principal and the SRO. These conflicts may occur as a result of the SRO behavior, understanding of job duties and responsibilities, or interpretations of the SRO’s contract. The Principal or his designee and SRO will make every effort to resolve these conflicts. If that is unsuccessful, the Principal or his designee shall notify the Chief of Police or his designee to address these concerns. In the event the school and police department personnel are unable to resolve this conflict, the Director of District and School Security and the Chief of Police will meet to resolve the conflict. Should the Director of District and School Security and the Chief of Police be unable to resolve any of these conflicts, the Principal or the Chief of Police may exercise their right to cancel this School Resource Officer Contract with the proper notice, according to this agreement. That notification should be submitted to the other party in writing with the termination date. If the Principal exercises his right to terminate the contract in the middle or toward the end of a school year, and time will not permit for the orderly selection of a replacement, the SRO position will not be filled until the beginning of the next school year.

5. The Principal or any other school board employee shall report all allegations of improper conduct to the SRO’s immediate supervisor. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO.
6. It shall be the responsibility of the City of Cocoa to provide all salary payments and fringe benefits of the agency to the SRO. The School Board shall reimburse the City of Cocoa for the SRO based upon the amount stipulated in the agreement. If a substitute officer is required, the School Board shall reimburse the City for that substitute officer consistent with the agreement.

7. The School Board is expected to pay for training expenses for the SRO to maintain professional standards as a SRO, provided that funds are approved by the School Board for this purpose.

8. The SRO’s normal work year shall be the same as the normal teacher work year with an additional alternative for five days of planning prior to the teacher work year and five days of critique and review following the teacher work year.

9. The SRO will perform the duties identified within the contract to include Exhibits I and II. The Principal may also assign additional duties with concurrence of the Chief of Police. The Principal and Chief of Police or their appointed designees shall meet prior to the school year to determine the duties and responsibilities of the SRO which are not identified in this contract. Deviations from this agreement shall be with the concurrence of the Principal and the Chief of Police.

10. A formal written plan of action with regard to the community policing philosophies will be presented and discussed with the Principal, Chief of Police, SRO and other appropriate personnel prior to the first day students arrive. This plan must include duties for the five days prior and five days after teachers are on campus if that alternative option is selected, as well as the number of hours that the SRO will provide in-classroom instruction.

11. The SRO, Principal, Area Superintendent, and Chief of Police will meet to review the plan of action and provide summary evaluation concerning the SRO’s progress not less than one time per semester. Additional meetings may be requested by the Principal or the SRO to review the progress of the plan of action.

12. The SRO shall be assigned specifically to the school, five days per week during the school year. Unless it’s an extreme emergency, the SRO will not be called away from the school by the police department. If the SRO is required to be away from the school for a substantial portion of the school day, the SRO shall notify the Principal of his pending absence.

13. The SRO may be assigned to provide supplemental classroom instructions at the discretion of the Principal. The Attorney General’s (SRO training) philosophy with regard to in-class SRO presentations will be used as a guide.

14. At the request of the Principal, the SRO may train school personnel in interview techniques, investigation skills, and other matters.

15. The SRO may engage a student for the purpose of completing a Referral Form. The Principal or his designee will be notified of any disciplinary action initiated by the SRO through forms provided by the school. It is preferred that the SRO make parent contact prior to participating in a student disciplinary meeting. Should it become necessary to conduct formal police interview with students,
police department policy will be followed, parents shall be notified, and coordination made with the Principal.

16. The Principal may adjust an SRO’s schedule and assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other school activities, so long as they do not conflict with police department policy, the bargaining agreement between the city and police officers, or result in overtime expenses charged to the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

17. The SRO is required to notify school administration of any illegal or unlawful activity occurring on campus. The SRO shall follow appropriate police and school administrative procedures. In the event they conflict, police procedures shall prevail. **The SRO shall avoid making arrests on school grounds unless under exigent circumstances.** If an arrest is made, the SRO will be called to execute proper police procedures. The SRO should coordinate arrests and other operational strategies with the Principal.

18. The SRO will be responsible for developing a positive relationship with the students. He is encouraged to interact with the students during class breaks, lunch periods, and other normally sponsored school activities.

19. The SRO is encouraged to attend parent, faculty, and staff meetings as a staff support person to solicit their support and understanding of the program.

20. The SRO should be familiar with all community agencies which offer assistance to delinquent youth, such as mental health clinics, drug treatment centers, etc., making referrals when necessary and acting as resource person to the Principal.

21. The SRO shall submit bimonthly reports of activities to be reviewed by the Principal and SRO command staff. Overtime shall be approved in advance by the agency supervisor. Overtime shall be borne by the agency and NOT the District.

22. At any time during the school year when students are not in school or at the conclusion of the contract period, the SRO shall be assigned other duties by the Chief of Police.

23. The SRO shall comply with the provisions specified in Florida Statute 1006.12 (School Resource Officer Program).