AGREEMENT

THIS AGREEMENT, dated this ____ day of ____, 2014, by and between THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, hereinafter called the BOARD, and the CITY OF Melbourne, 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 Eau Gallie High, Melbourne High, Palm Bay High, West Shore Junior-Senior High, Johnson Middle and Stone Middle Schools, 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. The effective date of this SRO Program Agreement is 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; however the 30 day written notice of the termination of a singular SRO at a school site will not affect the entire contract for all schools. 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 six (6) full time officers in the schools on August 18, 2014. The reimbursement for each officer is $31,300 for the contract term. The schools to be served are:

   Eau Gallie High School
   Melbourne High School
   Palm Bay High School
   Johnson Middle School
   Stone Middle School
   Westshore Jr/Sr School

   A total of $187,800 will be paid by the School Board to the City of Melbourne for SRO services. This amount is exclusive of any overtime earned.

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 mutually deemed necessary by the Chief of Police and the principal of the school. Payment to the CITY shall be made in two (2) installments, consistent with detailed documentation of hours actually worked, according to the following schedule: December 19, 2014, 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, 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 30, 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 Melbourne, FLORIDA

ATTEST:

________________________________________
Michael A. McNees, City Manager

________________________________________
Cathleen A. Wysor, City Clerk

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.
1. The school resource officer (SRO) is a City of Melbourne police officer, responsive to the Chief of Police’s chain of command and shall remain an employee of the City of Melbourne. They shall report to the school Principal daily and the Principal shall have input in their evaluation.

2. The SRO shall be interviewed by a committee in which the Principal or their designee is a participant. The final selection is by the Chief of Police with mutual consideration on the part of the Principal.

3. The determination as to when the SRO will wear their uniform shall be defined by the Chief of Police and the Principal.

4. The Principal has the authority to request the reassignment of the school resource officer from their duties at school. The SRO may be reassigned from their position at their assigned school after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures must be followed:

   A. The Principal will recommend to the Director of District and School Security that the SRO be removed from the program at their school, stating the reasons for the recommendation in writing. A copy of that recommendation must be provided to the Director of District and School Security and the Chief of Police or designee.

   B. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Director of District and School Security, will meet with the Chief, or his designee to mediate or resolve any problem that may exist between the SRO and the staff at their assigned school.

      1. With the agreement of the Director of District and School Security and the Chief, or their designees, the SRO, or specified members of the staff from the school, may be required to be present at the mediation meeting.

      2. If, within a reasonable amount of time after commencement of mediation, the problem cannot be resolved or mediated, in the opinion of both the Superintendent and Chief, or their designees, then the SRO will be reassigned from the program at that school and a replacement will be selected.
C. The Principal or any other school board employee shall report all allegations of improper conduct to the SRO's immediate supervisor or to the Internal Affairs function. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. However, the Principal may request reassignment during that investigation.

5. The SRO has the authority to request review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures must be followed:

   A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. That request should be directed to the SRO’s immediate supervisor and the Principal. A copy of that request must also be provided to the Superintendent and the Chief of Police.

   B. Within a reasonable period of time after receiving the request for review from the SRO, the Superintendent, or designee, will meet with the Chief, or his designee to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at their assigned school.

       1. With the agreement of the Superintendent and the Chief, or their designees, the SRO, or specified members of the staff from the school, may be required to be present at the mediation meeting.

       2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Superintendent and Chief, or their designees, then an alternative action will be taken.

6. It shall be the responsibility of the City of **Melbourne** to provide all salary payments and benefits of the agency to the SRO. The School Board shall reimburse the City 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 actual cost for that substitute officer consistent with the agreement.

7. 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.

8. 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.

9. The SRO, Principals, Area Superintendents, 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.
10. 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 school by the law enforcement agency. If the SRO is called away from the school for a substantial portion of the school day, the SRO shall notify the Principal and provide the Principal with an alternative means of contacting the appropriate law enforcement agency. If the SRO is called away from the school for more than a school day, the city should make every reasonable effort to provide a substitute officer.

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

12. At the request of the Principal, the SRO may train school personnel in interview techniques, investigation skills and related matters. It is preferred that the school resource officer make parent contact prior to participating in a student disciplinary meeting. The SRO may engage a student for the purpose of completing a Referral Form.

13. 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).

14. If the SRO witnesses an unacceptable activity on campus, they will report the incident to the school administration and police department. Both police and school administrative procedures shall be followed. In the event they conflict, police procedure shall prevail. The SRO shall avoid making arrests on school grounds unless under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper police procedure. The SRO should coordinate arrest and other operational strategies with the Principal if at all possible.

15. The Principal, with the concurrence of the law enforcement agency, may assign the SRO to sponsor extracurricular events and chaperone field trips or other school activities so long as these assignments do not result in non-approved overtime expenses charged to the police department.

16. The SRO will integrate with students in the following ways: between class breaks and during lunch periods, and will patrol neighborhood areas after school if necessary.

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

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

19. At the request of the Principal or other school staff, the SRO shall take appropriate action against individual trespassers who appear at school and at school related functions.
20. Should it become necessary to conduct formal police interviews with students, law enforcement policy will be followed, parents shall be notified and coordination made with 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 Section Florida Statute 1006.12 (School Resource Officer Program).