

# MEMORANDUM OF UNDERSTANDING

**Between**

**The City of Key West**

**And**

**The School Board of Monroe County, Florida**

THIS AGREEMENT is made this \_\_\_\_ day of July, 2010, by and between the School Board of Monroe County, Florida (hereinafter "School Board") and the City of Key West (hereinafter "City"), for services provided by City's Police Department (hereinafter "KWPD") for the 2010-11 school year.

## **W I T N E S S E T H:**

WHEREAS the School Board agrees to partially fund the School Resource Officer (SRO's) Program in the amount of \$100,279.00; and

WHEREAS the School Board and the City desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SROs employed by the KWPD.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. Goals and Objectives:** the School Board and the City share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:

A. To foster educational programs and activities that will increase students' knowledge of and respect for the law and function of law enforcement agencies;

B. To act swiftly and cooperatively when responding to disruptions and criminal offenses at schools;

C. To report crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school.

D. To cooperate with other law enforcement officials in their investigations of criminal offenses which occur off-campus.

E. To work with the School Board Office of Safe and Healthy Schools to create joint critical incident plans.

F. To develop strategic plans to decrease the use of alcohol, tobacco and other drugs, involving students.

G. To develop strategic plans to reduce and prevent violence among students.

**2. Employment and Assignment of School Resource Officers:** The KWPD currently fields 2 School Resource Officers (SROs). The School Board will pay the City of Key West \$100,279.00 to offset the cost of the SRO currently assigned to Horace O'Bryant Middle School.

All SROs are employees of the KWPD and subject to the administration, supervision and control of the KWPD. The City of Key West agrees to provide and to pay the SROs funded by the School Board the salary and employment benefits in accordance with the applicable salary schedules and employment practices of the KWPD. The SROs shall be subject to all personnel policies and practices of the KWPD. The KWPD, in its sole discretion, has exclusive power and authority to hire, discharge and discipline SROs.

During the term of this agreement, one SRO shall be assigned to Key West High School and one SRO shall be assigned to Horace O'Bryant Middle School.

In the event an SRO is absent from work, the SRO shall notify both his supervisor and the principal (or principal's designee) of the school to which the SRO is assigned.

**3. Duty Hours:** Specific SRO duty hours at a particular school shall be set by the KWPD after consultation with the School Board.

**4. Basic Qualifications of School Resource Officers (SROs):** To be assigned as an SRO, an officer must first have all of the following basic qualifications:

A. Be a sworn law enforcement officer who has completed all the KWPD's requirements to function independently as a road patrol officer;

B. Have completed the 40-hour basic SRO course prior to, or as soon as possible after assignment;

C. Possess even temperament and be capable of setting a good example for students; and

D. Possess effective communication skills necessary for the officer to function effectively within the school environment.

**5. Duties of School Resource Officers:** The duties of SROs will be determined by the KWPD, and will include the following:

A. To protect lives and property of all the citizens and public school students of the county;

B. To enforce state and local criminal laws and ordinances;

C. To investigate criminal activity committed on or adjacent to school property;

D. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when appropriate and requested by the Principal or the Principal's designee or by the parents of a student

E. To answer questions that students may have about Florida criminal or juvenile laws; and

F. Dependent upon available time and resources, to coordinate traffic control at schools during the arrival and departure of students and coordinate security for school events and functions.

**6. Chain of Command:** For all purposes relevant hereto, SROs shall be employees of the KWPD, and shall be subject to all policies, rules, regulations, and discipline of the KWPD. SROs will follow the chain of command of the KWPD. However, they shall coordinate and communicate with the Principal or the Principal's designee of the school to which they are assigned. In accordance with §1006.12, Fla. Statutes, activities conducted by SROs which are part of the regular instructional program of the school shall be under the direction of the school principal.

**7. Complaints:** The School Board must promptly report any complaints of SRO misconduct to the SRO supervisor, Internal Affairs, or the KWPD commanding officer.

**8. Training/Briefing:** SROs will attend training and briefing sessions as required by the KWPD. Training sessions will be conducted to provide SROs with appropriate in-service

training such as updates in the law and firearm training. The School Board may provide to SROs training or request attendance at state sponsored conferences in Board of Education Policies, regulations, procedures and best practices at the expense of the School Board.

**9. Dress Code:** SROs shall wear the standard issued uniform while on duty. The KWPD may authorize exceptions to this requirement.

**10. Supplies and Equipment:** The KWPD agrees to provide the SROs paid for by the School Board with all standard equipment, including a marked patrol vehicle. Upkeep and maintenance of issued equipment will be performed at no cost to the School Board.

**11. Transporting Students:** SROs shall attempt to notify the School Principal before removing a student from campus. In the event advance notification is not possible, the SRO shall notify the Principal as soon as possible after the event.

**12. Investigation, Interview, Search and Arrest Procedures:** The KWPD's policies determine the standard operating procedures (SOP) for the investigation of crimes and interview, search and arrest of students. Investigations, interviews, searches, and arrests will be in full compliance with Florida and federal law. KWPD officers, including SROs, who have initiated a formal interview on campus, will interview/interrogate students in a private setting designated by the principal or designee to avoid embarrassing or stereotyping the student whenever possible.

**13. Searches by School Officials:** If a school official has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. When weapons are involved, the SRO may assist with the search in order to protect the safety of all persons involved in the search. If a search uncovers evidence of criminal misconduct, the evidence shall be turned over to the SRO.

**14. Reporting of Crimes:** If an investigation uncovers evidence of a serious crime as defined by law, the school administrator shall notify the SRO and the appropriate assistant superintendent. Acts that pose a serious threat to school safety shall be reported to law enforcement. Zero tolerance does not require reporting to law enforcement petty acts of misconduct and misdemeanors including, but not limited to, disorderly conduct, disrupting a school function, simple assault or battery, affray, theft of less than \$300, trespassing, and vandalism of less than \$1,000. School district personnel are encouraged to use alternatives

to referral to law enforcement unless the use of such alternatives will pose a threat to school or personal safety.

**15. Bomb Threats:** School officials, the SRO, and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat. In all cases, such incidents shall be reported by the principal to the Superintendent, the Safe and Healthy Schools Coordinator, and the SRO. The SRO will notify appropriate KWPD personnel.

**16. Controlled Substances:** School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO. If there is reason to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should take action as allowed by Florida law. Such action may include, arrest, filing a juvenile petition or seeking a criminal warrant. However, the decision to initiate an arrest, juvenile petition or criminal warrant will be at the discretion of the SRO.

**17. Weapons:** In the event that any weapon is located or suspected to be in the possession of any person on the school campus, the SRO shall be notified immediately. If there is probable cause to believe that a student or any other person is in possession of a weapon on or near a school campus, the SRO shall take action as set forth by Florida law and KWPD's policy.

**18. Riots and Civil Disorders:** In the event a riot or civil disorder occurs on a middle or high school campus, the principal and the SRO shall consult to plan a response. The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored. If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored. The SRO or officer in charge will, when possible, consult with the principal about the need or decision to arrest or remove students and other persons from the campus. In any event, law enforcement officials have the authority to arrest and remove any person who commits a crime within their jurisdiction.

**19. Access to Education Records:** School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information. SROs shall also have access to student information including but not limited to demographics, grades, attendance, and discipline. This section is subject to the Interagency Agreement for sharing of information.

**20. Provision of School Keys:** The School Board will provide two sets of keys for every Key West school to the KWPD. Each party shall inform the other if any key is lost.

**21. Term of Agreement:** The term of this agreement shall be for the period of one year commencing July 1, 2010 and ending June 30, 2011.

**22. Payment:** The compensation contemplated herein shall be payable by the School Board unto the KWPD in two payments of \$50,139.50 each, one such payment due on December 1, 2010, and the remaining payment due on June 1, 2011.

**23. Annual Evaluation:** The KWPD will evaluate the SRO Program and the performance of each SRO annually. The Superintendent will task principals, assistant principals, or the Safe Schools Coordinator to provide comments and observations to assist the KWPD in conducting the evaluation of SROs. The KWPD will provide copies of these evaluations to the School Board.

**24. Incorporation by Reference:** The provisions of §1006.12(1), Fla. Statutes, are incorporated by reference into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Aid Agreement to be executed the day and year first written above.

THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA

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

CITY OF KEY WEST

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