

Memorandum of Understanding School Based Law Enforcement Officers

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, is between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("The School Board"), by and on behalf of The Miami-Dade Schools Police Department ("MDSPD") and **Town of Miami Lakes ENFORCEMENT AGENCY NAME HERE** ("**INSERT LAW ENFORCEMENT AGENCY ACRONYM HERE**") (also referred to as "Law Enforcement Agency").

Intent

It is the intent of both parties to enter in to this this Memorandum of Understanding ("MOU") to provide guidelines as to the roles and responsibilities of the Law Enforcement Agency and the MDSPD regarding the City's placement of **[LAW ENFORCEMENT ACRONYM]** school-based law enforcement officers (SBLEOs) at Miami-Dade County Public Schools ("MDCPS").

SBLEO Orientation

The MDSPD is responsible for providing an orientation for SBLEOs that will include information pertaining, but not limited to, MDCPS policies and procedures, lockdown and evacuation procedures, and confidentiality expectations as they relate to state and federal law. Every SBLEO is required to attend the orientation class prior to the start of the 2018-2019 school year.

Roles and Responsibilities of SBLEOs

1. The primary mission of the SBLEOs is to support the MDSPD by providing a visible deterrent to crime and a safe learning environment for all students and staff.
2. Non-criminal violations of student conduct is the responsibility of school administrators.
3. The Law Enforcement Agency and the assigned SBLEO shall abide by state and federal law and School Board Policies, including The Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) (otherwise known as "FERPA"), which requires all student information be kept confidential and not disclosed to any third party. Also, The Law Enforcement Agency agrees to act in compliance with Chapter 119 of Florida Statutes.
4. SBLEOs shall adhere to the Law Enforcement Agency's Standard Operating Procedures/General Orders (written policies).
5. The Law Enforcement Agency is responsible for conducting use of force investigations involving their SBLEOs.
6. SBLEOs are required to complete the SRO training course from the Florida Department of Law Enforcement ("FDLE") or the Florida Attorney General and the mental health crisis intervention training, as specified in Florida Statute Section 1006.12 by December 31, 2018. Law Enforcement Agencies may request an

extension to fulfill the required course and training from the MDSPD Chief of Police.

7. School site administrators are responsible for all personnel at MDCPS school sites. As such, SBLEOs must work cooperatively with school site administration. SBLEOs must remain responsive to the chain of command within their respective Law Enforcement Agency, and his/her primary supervisor shall be designated by the Law Enforcement Agency.
8. For the School Board's Fiscal Year 2018-2019 (July 1, 2018 – June 30, 2019), the School Board shall provide the City with funding in the amount of Thirty-Five Thousand Eighty-Eight and 00/100 Dollars (\$35,088.00) per "SCHOOL/FACILITY NAME" in the below chart to which the City has agreed by way of initial in the corresponding column "[LAW ENFORCEMENT ACRONYM] SBLEO ASSIGNED (INITIAL)" to assign a [LAW ENFORCEMENT ACRONYM] SBLEO, or School-Based Law Enforcement Officer, as more fully described in the MOU. The total funding provided to the City shall not exceed one-third (1/3) of the School Board's total funding provided to all cities entering into a Memorandum of Understanding with the School Board for this purpose.
9. The City agrees that, during the term of the MOU, at least one (1) [LAW ENFORCEMENT ACRONYM] SBLEO shall be present at each of the Schools to which the City has assigned a [LAW ENFORCEMENT ACRONYM] SBLEO by way of initial in the below chart during the entirety of each school day. A "school day" is defined as a week day in which school is in regular session, and shall not include: recess days, legal holidays, teacher planning days or summer days.

LOC #	SITE TYPE	SCHOOL/ FACILITY NAME	ADDRESS	[LAW ENFORCEMENT ACRONYM] SBLEO ASSIGNED (INITIAL)
0091		Bob Graham Educational Center	8875 NW 143 Street Miami Lakes, FL	
3281		Miami Lakes K-8	14250 NW 67 Avenue Miami Lakes, FL	
TOTAL:				

10. The City hereby agrees and provides assurances that the City will use the funding provided by the School Board exclusively toward its fulfillment of assigning SBLEOs to the Schools indicated and otherwise completing its performance under the MOU during the School Board's Fiscal Year 2018-2019.

Notifications

When the SBLEO learns of an incident which requires him/her to take lawful action, the SBLEO must call 305-995-2677 (COPS) and report all such incidents. These incidents may garner significant media attention; therefore, it is imperative MDSPD learn about

such incidents from the SBLEO in an expedited manner so MDSPD can make the appropriate notifications within the District. A MDSPD supervisor will advise the SBLEO if a MDSPD unit will respond to handle the call for service, or if the SBLEO is to proceed with the investigation. This will not preclude the SBLEO from taking immediate and necessary action during exigent circumstances. The SBLEO must also inform the school principal and/or designee of said action. Any other incident which may result in substantial media attention shall be reported by the SBLEO to MDSPD and school site administration.

Term of the MOU

Such activities are fully described herein below for a term concurrent with the School Board's Fiscal Year 2018-2019, which commences on July 1, 2018 and expires one (1) year thereafter on June 30, 2019, with the option of two (2) separate 1-year renewals for the School Board's Fiscal Year 2019-2020 (July 1, 2019 through June 30, 2020) and the School Board's Fiscal Year 2020-2021 (July 1, 2020 through June 30, 2021) upon written agreement of the parties. Each party reserves the right to terminate this MOU without cause by giving thirty (30) days written notice to the other party.

The addresses for The School Board for all purposes under this MOU and for all notices hereunder shall be:

The School Board: The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 NE 2nd Avenue, Suite 912
Miami, Florida 33132

With a copy to: The Miami-Dade Schools Police Department
Attn: Chief Edwin Lopez
3300 NW 27th Avenue
Miami, FL 33142

With a copy to: The School Board of Miami-Dade County, Florida
The School Board Attorney's Office
Attn: Walter J. Harvey, School Board Attorney
1450 NE 2nd Avenue, Suite 430
Miami, FL 33132

The addresses for the City for all purposes under this MOU and for all notices hereunder shall be:

[MUNICIPALITY]:

With a copy to:



Mutual Indemnification and Duty to Defend

Each party to this MOU agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this MOU.

That is, subject to the limitations of Florida Statutes Section 768.28, the City agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of the City, the Law Enforcement Agency and/or its SBLEOs arising out of or in connection with the provisions of this MOU.

Subject to the limitations of Florida Statutes Section 768.28, the School Board agrees to indemnify, hold harmless and defend the City from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of the School Board's employees arising out of or in connection with the provisions of this agreement.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY: _____ _____ Alberto M. Carvalho, Date Superintendent of Schools or Designee	[MUNICIPALITY] BY: _____ _____ [MAYOR] Date
SUBMITTED BY: BY: _____ _____ Edwin Lopez, MDSPD Date Chief of Police APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD BY: _____ _____ Assistant School Board Attorney Date	APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY BY: _____ _____ [MUNICIPALITY ATTORNEY] Date
OFFICE OF RISK AND BENEFITS MANAGEMENT	[LAW ENFORCEMENT AGENCY]

BY: _____ Michael G. Fox, Risk and Benefits Officer <i>Date</i>	BY: _____ [LAW ENFORCEMENT AGENCY CHIEF] <i>Date</i>
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TEMPLATE