

Memorandum of Understanding
School Based Law Enforcement Officers

THIS AGREEMENT, made and entered into this [] day of [] 2017, by and between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (also referred to as "Miami-Dade County Public Schools" or "MDCPS") whose principal place of business is 1450 NE 2nd Avenue, Miami, Florida 33132 hereinafter referred to as MDCPS, and the City of North Miami, whose principal place of business is 776 NE 125 Street, North Miami, FL 33161 (also referred to as "Law Enforcement Agency").

Article I

It is the intent of both parties to enter into this Memorandum of Understanding to provide parameters and the roles and responsibilities of the Law Enforcement Agency and Miami-Dade County Public Schools, school site administrators, and Miami-Dade Schools Police Department ("MDSPD") regarding the placement of the school-based law enforcement officers ("SBLEO") in MDCPS sites.

Article II

Roles and Responsibilities of SBLEOs

1. MDCPS will be responsible for providing access to pre-determined school sites to the SBLEOs. The primary mission of SBLEOs is to provide a visible deterrent to crime and security-related incidents and to conduct pre-approved law-related education courses and to provide general supervision of traffic on school grounds while on MDCPS school sites.
2. SBLEOs must be certified in the Florida Department of Law Enforcement ("FDLE") approved School Resource Officer ("SRO") course and a MDSPD and Law Enforcement Agency approved anti-bullying course prior to being assigned to an MDCPS site. In addition, SBLEOs must also satisfactorily complete an MDCPS SBLEO Orientation session and a critical incident response training session facilitated by MDSPD, prior to being assigned to an MDCPS site. SBLEOs must

have served in a full time law enforcement capacity for a minimum of three (3) years.

3. Non-criminal Code of Student Conduct violations and the routine discipline of students remains the responsibility of school administrators.
4. SBLEOs must strictly adhere to MDCPS policies and procedures to include, but not limited to, tobacco use, student confidentiality and other applicable policies and procedures, while on MDCPS schools sites and their contiguous areas. SBLEOs and their respective Law Enforcement Agency are responsible for conducting their respective SBLEO use of force investigations that occur on MDCPS sites and/or during MDCPS-sanctioned events.
5. MDSPD is the primary law enforcement agency for all MDCPS sites and as such shall be contacted when any official law enforcement action will be, has been, or is planned to be, taken on MDCPS property. All law enforcement related incident reports shall be prepared by MDSPD unless extenuating circumstances are present. Therefore, law enforcement actions, including but not limited to arrests, citations, ticketing, or court referrals, are only undertaken by MDSPD officials. SBLEOs should take appropriate action for incidents that involve criminal behavior or when necessary to protect the safety of students, staff, or visitors from the threat of immediate harm, upon which they shall notify MDSPD and the matter shall be turned over to MDSPD, unless extenuating circumstances exist.
6. MDSPD is responsible for the following:
 - Handling requests for calls for service in and around schools;
 - Conducting comprehensive safety and security assessments;
 - Assisting school administrators in the development of safety plans based on the National Incident Management System ("NIMS");
 - Incorporating Crime Prevention Through Environmental Design ("CPTED") concepts as appropriate to enhance school safety;
 - Responding to unauthorized persons on school property;
 - Serving as a liaison between the school and other police agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights laws and privacy laws;
 - Serving as a member of a multi-disciplinary school team to refer students to professional services within both the school and community;
 - Incident reports;
 - Conducting law related education courses;
 - Other applicable SRO and school-based law enforcement duties.
7. The school site administrator along with the Law Enforcement Agency Police Chief shall be afforded the opportunity to interview potential SBLEOs that shall be assigned to their respective MDCPS school sites with the ultimate selection being made by the school site administrator.

8. The school site administrator will ensure that staff cooperates with SBLEOs with regards to their determined roles and responsibilities. The school site administrator along with the Law Enforcement Agency Police Chief shall coordinate the duty hours and any special assignments for all SBLEOs on their respective MDCPS sites, with the ultimate determination being made by the school site administrator. The school site administrator is responsible for all personnel at MDCPS school sites. SBLEOs' primary supervisor shall be designated by the Law Enforcement Agency. SBLEOs shall remain responsive to the chain of command of the Law Enforcement Agency. SBLEOs are expected to adhere to reasonable requests by school site administrators.
9. MDSPD strictly adheres to Federal privacy laws, including 20 U.S.C. § 1232g; 34 CFR Part 99, otherwise known as the Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and civil rights and other Public Records laws. MDSPD Records Unit ("RU") and the Police Information Officer ("PIO") are the only entities within MDSPD authorized to receive public record requests, and to compile or release MDSPD records or police reports under State of Florida public record law, Chapter 119. All public record requests received by SBLEOs shall be forwarded to the MDSPD PIO for processing. At no time are educational records released by any SBLEOs for any reason.
10. SBLEOs understand and agree that they are subject to all federal and state laws and School Board Policies relating to the confidentiality of student information. SBLEOs further agree to comply with FERPA. SBLEOs shall regard all student information as confidential and will not disclose student information to any third party.
11. All SBLEOs shall adhere to their respective department Standard Operating Procedures/General Orders (written policies) at all times while on MDCPS sites.
12. SBLEOs may be replaced when an MDCPS school site administrator feels that the SBLEO is not effectively performing his/her duties and responsibilities. In such a case, the MDCPS school site administrator will memorialize the reasons for the replacement request in writing to the designated administrator for MDSPD. MDSPD administration and the Law Enforcement Agency administrators shall collaboratively finalize the replacement request in order to provide the most harmonious working atmosphere for the school site.

Article III

Term of the Agreement

Such activities are fully described herein below for a term commencing on [redacted] and expiring three (3) years thereafter on [redacted]. Each party reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

Article IV

Entire Agreement

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

Article V

Governing Law; Venue

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. All parties shall be responsible for their own attorneys' fees.

Article VI

Written Notice Delivery

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

The address for the Law Enforcement Agency for all purposes under this agreement and for all noticed hereunder shall be:

Law Enforcement Agency:

[redacted]
[redacted]
[redacted]
[redacted]

The addresses for The School Board for all purposes under this agreement and for all noticed 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 School Board of Miami-Dade County, Florida
Miami-Dade Schools Police Department
Attn: Chief Ian Moffett
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


Article VII

Indemnification and Duty to Defend

Subject to the limitations of Florida Statutes Section 768.28, the Law Enforcement Agency 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 negligent acts of the Law Enforcement Agency and/or its SBLEOs arising out of or in connection with the provisions of this agreement.

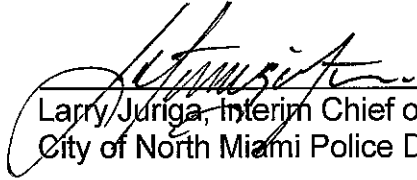
AGREED AND ACKNOWLEDGED this _____ day of _____,
20____.

Alberto Carvalho,
Superintendent of Schools or Designee



Larry M. Spring, Jr.
City Manager, City of North Miami

Ian Moffett, Chief of Police
Miami-Dade Schools Police Dept.

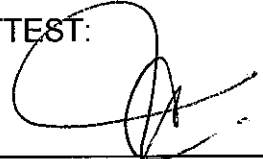


Larry Juriga, Interim Chief of Police,
City of North Miami Police Dept.

ATTEST:

ATTEST:

Michael G. Fox, Risk and Benefits Ofcr.
Office of Risk and Benefits Management

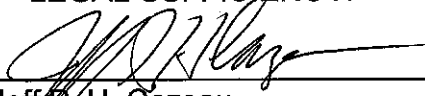


Michael Etienne, Esq.
City Clerk, City of North Miami

APPROVED AS TO FORM &:
LEGAL SUFFICIENCY:

APPROVED AS TO FORM &:
LEGAL SUFFICIENCY:

Assistant School Board Attorney
School Board of Miami-Dade



Jeff P. H. Cazeau
City Attorney, City of North Miami