

LAW ENFORCEMENT SERVICE AGREEMENT

The Agreement was made and entered into between The School Board of Palm Beach County, Florida, hereinafter referred to as the "District," and South Tech Charter Academy, Inc., hereinafter referred to as the "School." The District and the School will be referred to herein as the "Parties."

WHEREAS, the School wishes to contract with the District for law enforcement services, alarm monitoring, and the services of a police aide. The District is agreeable to rendering these services on the terms and conditions hereafter set forth:

In entering into this Agreement, it is the School's intent to secure the services of a school police officer for 216 days for 8 hours per day, a police aide for 180 days for 8 hours per day, and alarm monitoring for 24 hour hours per day for 365 days a year. The school police officer will be on site for 180 days and attend mandatory training/holidays for the remaining days.

The District shall provide law enforcement services to the School. The school police officer shall exercise the authority granted to him/her by the state of Florida, and as prescribed by section 1006.12(2), Florida Statutes, and as stated in The Palm Beach County School District Police Department General Order 1.1. The school police officer will adhere to all procedures set forth in The Palm Beach County School District Police Department General Orders.

In order to perform these services, the District shall furnish and supply all necessary labor, equipment, supervision, and supplies necessary to maintain the services rendered. The activities of the school police officer assigned to perform services pursuant to this Agreement shall be reported and documented and records shall be maintained as required by The Palm Beach County School District Police Department and Florida state statutes. The rendition of services, standards of performance, discipline and other matters incident to the performance of such services and the control of personnel employed shall be within the sole discretion of the District.

In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions rendered hereunder, the District Chief of Police shall make the final determination. Any overtime worked by the school police officer or police aide will be approved in advance by the principal and the District Chief of Police/designee. The School will be billed for the amount of the overtime at the standard overtime rate. In the event the school police officer or police aide is absent, the school police will respond as needed, but a replacement officer/aide will not be assigned. The school police officer will follow The Palm Beach County School District Police Department General Order 11.3 and notify the School and the District Police Department in the event of an absence.

Initial 

Persons employed in the performance of services provided herein are employees of the District.

Any employees of the District they shall receive all benefits, training, and promotion opportunity provided by the District.

This Agreement shall be in effect for a period of twelve (12) months, beginning July 1, 2006, and ending June 30, 2007. This written Agreement may be renewed by the Parties, subject to computation of cost at the time of renewal. Said renewal Agreement should be signed by all Parties at least 30 days prior to the expiration of the Agreement.

Total cost of salary/benefits and equipment for one school police officer	=	\$64,579.00
Total cost of salary/benefits and equipment for one school police aide	=	\$27,516.00
Total cost of alarm monitoring for 12 months	=	\$ 3,000.00

The cost of these services will be withheld from the monthly Florida Education Finance Program (FEFP) payment. School will pay the District 10 monthly payments beginning September 1, 2006 (September will be inclusive of July, August and September).

This Agreement is subject to all terms and conditions of any applicable collective bargaining agreement that covers District employees that may be affected by the Agreement and the District's/Arbitrator's resolution to any applicable grievance shall be binding on the School.

This Agreement may be modified only if such modifications are in writing and signed by both Parties. Either party may terminate this Agreement at any time and for any reason upon giving thirty (30) days notice to the other party. This Agreement shall be construed in accordance with the laws of the state of Florida. Any dispute with respect to this Agreement will be resolved by a court of competent jurisdiction in Palm Beach County, Florida.

The exchange of information by and between the authorized representatives of the Parties to this Agreement shall be as follows:

The President shall be authorized representative for the School. The authorized representative of the District shall be the District Chief of Police.

In witness whereof, the signatories to the Agreement executed in their names the day and year written.

Initial 

ATTEST:

South Tech Charter Academy, Inc.

Barbara J. Frays

By: James Kidd Date: 6/6/06
James Kidd
President

ATTEST:

The School Board of Palm Beach County, Florida

By: _____ Date: _____
Thomas E. Lynch
Chairman

By: _____ Date: _____
Arthur C. Johnson, Ph. D.
Superintendent

James Kidd 6/6/06
**Reviewed and Approved
as to Legal Sufficiency**