

06/27/07

### LAW ENFORCEMENT SERVICE AGREEMENT

This Law Enforcement Service Agreement ("Agreement") is 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."

**WHEREAS**, the School wishes to contract with the District for law enforcement services, alarm monitoring and the services of a police aide, and

**WHEREAS**, the District is agreeable to rendering those services.

**NOW THEREFORE**, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties intending to be legally bound, hereby agree as follows:

- A. The foregoing recitals are true and correct and are incorporated herein by this reference.
- B. 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-hours per day, 365 days a year. The school police officer will be on site for 180 days and attend mandatory training/holidays for the remaining days.

|   |              |
|---|--------------|
| Total Cost of salary, benefits and equipment for one school police officer: | \$66,517.00* |
| Total Cost of salary, benefits and equipment for one police aide:           | \$29,666.00* |
| Total Cost for 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, 2007 (September will be inclusive of July, August and September).

- C. The District shall provide law enforcement services to School. The school police officer shall exercise the authority granted to him or 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.
- D. 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 will be

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maintained as required by the School Police Department ("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.

- E. In the event of a dispute between the parties as to the extent of the duties and functions rendered hereunder, the District Chief of Police ("Chief") shall make the final determination. Any overtime by the school police officer or police aide must be approved in advance by the principal and the Chief or his 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 Department 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 Department in the event of an absence.
- F. Persons employed in the performance of services provided by the District herein are employees of the District. As employees of the District, such persons shall receive all benefits, training and promotion opportunities provided by the District.
- G. This Agreement is subject to all terms and conditions of any applicable collective bargaining agreement that covers District employees providing services under this Agreement.
- H. This Agreement shall be in effect for a period of twelve (12) months, beginning July 1, 2007 and ending June 30, 2008. This 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.
- I. 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 written 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 is subject to the laws of Florida; venue shall lie in Palm Beach County, Florida.
- J. The exchange of information by and between the authorized representatives of the parties to this Agreement shall be as follows:

The President of the School shall be the authorized representative for the School.  
The Chief or his designee shall be the authorized representative for the District.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers or representatives the day and year written.

**For South Tech Charter Academy, Inc.**

*By: [Signature]*  
By: James Kidd,  
President

5/4/07  
Date

Attest: Barbara J. Fraga

5/4/07  
Date

**For The School Board of Palm Beach County, Florida**

By: \_\_\_\_\_  
William G. Graham, Chairman

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Arthur C. Johnson, Ph.D., Superintendent

\_\_\_\_\_  
Date

Reviewed and Approved for  
form and legal sufficiency-  
Office of Chief Counsel

By: [Signature]

Date: 4-4-07

\* Salary and benefits subject to increase based on bargaining with Police Benevolent Association and salary review by District Human Resources Department.

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