

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (this “MOU”), is entered into and made effective this 1st day of July, 2024, irrespective of when signed, by and between the **CITY OF COCOA, FLORIDA** (“**CITY**”), a Florida Municipal Corporation headquartered at 65 Stone Street, Cocoa, FL 32922, and **EMMA JEWEL CHARTER ACADEMY** (“**EMMA JEWEL**”), a Charter School headquartered at 705 Blake Ave, Cocoa, FL 32922, each individually a “**Party**,” collectively “**Parties**.”

### **WITNESSETH:**

**WHEREAS**, EMMA JEWEL and the CITY desire to assign a School Resource Officer (“SRO”) to the school campus of the Emma Jewel Charter Academy for a period of 190 days up to 220 days during the school year; and

**WHEREAS**, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, EMMA JEWEL and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Emma Jewel Charter Academy, to increase school security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for EMMA JEWEL’s staff members, as well as the faculty and students attending the school and the parents of such students;

**NOW, THEREFORE**, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.
2. This MOU shall be effective commencing July 1, 2024, and shall terminate on June 30, 2025, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2025, this Agreement may be renewed by the Parties for successive one-year periods

(commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. The Agreement shall not automatically renew, and any renewal may only occur upon the written agreement of the Parties. Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party. Any termination of this MOU which results in overpayment to the CITY will result in the return of funds to EMMA JEWEL equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign one (1) SRO, who shall be a sworn law enforcement officer, to work at least a total of two hundred twenty (220) days, concurrent to EMMA JEWEL's teacher work calendar and inclusive of student attendance days. The SRO shall be assigned to EMMA JEWEL to provide security, preparation drills, safety training, and safety awareness related programs to the school campus, students, employees, volunteers, and visitors of EMMA JEWEL. Assignments of the SRO to the school campus shall be coordinated with *Thomas Cole, Principal, at 705 Blake Ave, Cocoa FL 32922*.
4. **Consideration Clause FY 2024-2025:** EMMA JEWEL agrees to reimburse the CITY a flat-fee of Seventy-Two Thousand and 00/100 Dollars (\$72,000.00) per SRO for the salary, benefits, and associated costs of the CITY as agreed upon. In the event the CITY is unable to assign an SRO officer to fill the SRO position under this Agreement due to the resignation, dismissal, reassignment, or long term absence of an assigned SRO officer in excess of five (5) days (not including approved sick, vacation, or training time), or because the CITY does not have a qualified officer to serve in an SRO position, payment will only be made for the unfilled SRO position on a prorated basis based on the number of days remaining in a school year once the SRO is assigned to the school (or based on days SRO services are provided).
5. **FY 2024-2025:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). EMMA JEWEL shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2024 (covering the period beginning July 1, 2024, through September 30, 2024); November 1, 2024 (covering the period beginning October 1, 2024, through December 31, 2024); February 1, 2025 (covering the period beginning January 1, 2025, through March 31, 2025);

and April 1, 2025 (covering the period beginning April 1, 2025, through June 30, 2025). *All invoices should be submitted to **Thomas Cole**, Principal, at 705 Blake Ave, Cocoa, FL 32922.*

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).
7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of EMMA JEWEL.
8. EMMA JEWEL members or any employee under the jurisdiction of EMMA JEWEL shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Principal or designee to the Chief of Police or designee.
9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).
10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO(s) may be assigned other law enforcement duties by the Chief of Police.
11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of EMMA JEWEL and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the EMMA JEWEL or employees, representatives or agents of EMMA JEWEL, to provide the services for which the CITY is obligated to provide pursuant to this MOU, EMMA JEWEL shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.
13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.
14. EMMA JEWEL and CITY acknowledge that CITY is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.
15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.
16. The goals and guidelines stipulated in the attached Exhibits I and II are incorporated by reference herein and made a part hereof.
17. This MOU and respective Exhibits I and II constitute the entire agreement between the Parties and contain all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.
18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.
19. This MOU is for the benefit of EMMA JEWEL and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY

shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor EMMA JEWEL assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.
21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.
22. Notwithstanding any provisions in this MOU to the contrary, if EMMA JEWEL does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to EMMA JEWEL.
23. EMMA JEWEL has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.
24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.
25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
29. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.
30. **IF EMMA JEWEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EMMA JEWEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EMMA JEWEL SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-433-8480 OR AT EMAIL: CITYCLERK@COCOAFL.ORG OR AT ADDRESS: 65 STONE STREET, COCOA, FL 32922, (ATTENTION: RECORDS). IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CITY SHALL CONTACT EMMA JEWEL'S CUSTODIAN OF PUBLIC RECORDS AT 321-634-5462, OR AT THOMAS.COLE@EMMAJEWELCHARTER.COM OR AT EMMA JEWEL CHARTER ACADEMY, 705 BLAKE AVE, COCOA, FL 32922.**

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 01, 2024.

**CITY OF COCOA**

**EMMA JEWEL  
CHARTER ACADEMY**

BY: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

BY: \_\_\_\_\_  
Thomas Cole  
Principal/Co-Founder

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

BY: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

BY: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENTS:      EXHIBIT I  
                                 EXHIBIT II**

## **Exhibit I**

### **SCHOOL RESOURCE OFFICER PROGRAM GOALS**

1. To enhance student safety and improve the security of school campuses;
2. To develop and promote positive relationships between students and law enforcement officers;
3. To foster a better understanding of law enforcement officers in the community;
4. To develop positive concepts of law enforcement;
5. To identify and prevent delinquent behavior through counseling and referral;
6. To provide assistance and support for victims of crime identified within the school setting, including abused children;
7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;
8. To provide information about crime prevention;
9. To enhance knowledge of the fundamental concepts and structure of the law;
10. To provide materials and consultative assistance to teachers and parents on various law education topics.



## **EXHIBIT II**

### **SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES**

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.
2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for school pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.
3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.
4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.
5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.
6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a substantial portion of the school day, the SRO shall notify the Principal and provide the Principal

with a means of contacting the SRO or the appropriate law enforcement agency.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.
8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.
9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.
10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or Emma Jewel. These after-school activities will be under the supervision of school personnel. Emma Jewel will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not by Emma Jewel.
12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal.
13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:
  - A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee.
  - B. Within a reasonable period of time after receiving the request for review from the SRO, the Principal will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.
    1. With the approval of the Chief of Police or his/her designee, and the Principal and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.
    2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the

Principal, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14.If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

- A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.
- B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.
- C. The Principal shall contact the Chief of Police and request that the SRO be removed from the program at his/her school.

15.School employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other Emma Jewel employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.