



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/27/2024

File ID: TMP-4325

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute a Revised Agreement between the City of Huntsville and the Huntsville City Board of Education.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 0.00

Total Cost: \$ 0.00

Special Circumstances:

Grant Funded: \$ 0.00

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Contract to expand the Part-Time School Resource Officer Program with the Huntsville City Board of Education.

RESOLUTION NO. 24-460

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, by and between the City of Huntsville and the Huntsville City Board of Education, and is substantially in words and figures similar to that certain document attached hereto and identified as “Revision to the Agreement Between the City of Huntsville, Alabama and the Huntsville City Board of Education as adopted By Resolution No. 19-594 of the City Council of the City of Huntsville on July 11, 2019” consisting of Forty-Three (43) pages including Exhibits “1” and “2”, and the date of June 27, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 27th day of June, 2024.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 27th day of June 2024.

Mayor of the City of
Huntsville, Alabama

**Revision to the Agreement Between the
City of Huntsville, Alabama and the
Huntsville City Board of Education as adopted
By Resolution No. 19-594 of the City Council
of the City of Huntsville on July 11, 2019**

REVISED AGREEMENT

This Revision is made to the Agreement previously adopted by and between the City of Huntsville (hereinafter the "City"), a municipal corporation in the State of Alabama and the Huntsville City Board of Education, a political subdivision of the State of Alabama (hereinafter the "Board") pursuant to Resolution No. 19-594 of the City Council of the City of Huntsville on July 11, 2019.

RECITALS

WHEREAS, the City and Board desire to modify an Agreement previously entered into by the parties pursuant to Resolution No. 19-594 of the City Council of the City of Huntsville, a copy of which is attached to this agreement as Exhibit 2; and

WHEREAS, the Part-Time Police School Resource Officer (hereinafter "Part-Time SRO") Program serves as a joint cooperative effort between the Board and the City (acting through the Huntsville Police Department, hereinafter referred to as "HPD"); and

WHEREAS, the Part-Time SRO Program provides sworn APOSTC-certified police officers who retired in good standing from their respective agencies to serve as Part-Time SROs and work as security in all schools of the Huntsville City School System operated by the Board; and

WHEREAS, the Part-Time SRO Program works in conjunction with and supplements the SRO Program established by agreement between the Huntsville City Board of Education and the City of Huntsville pursuant to Ordinance No. 16-952 of the City Council of the City of Huntsville as adopted on or about December 1, 2016.

President of the City Council
of the City of Huntsville, Alabama
Date: June 27, 2024

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term:** The term of this Agreement shall commence upon ratification by the City Council of Huntsville, Alabama and shall extend through December 31, 2026.

2. **Selection of HPD Officers as Part-Time SROs:** The City of Huntsville Police Department shall assign part time law enforcement officers to serve as Part-Time SROs. The City will consult with the Board regarding the selection of officers as Part-Time SROs; however, the City shall have final authority for the selection of Part-Time SROs based on its personnel policies and procedures. The City of Huntsville Police Department shall retain the exclusive right to exercise the customary functions of management. The Part-Time SRO will be certified by the State of Alabama and meet all requirements as set forth by the Alabama Peace Officer Standards and Training Commission.

The Huntsville Police Department reserves the right to remove the Part-Time SRO at any time if Police Department staffing levels fall below acceptable norms or in the event that additional officers are needed elsewhere during a critical incident or natural disaster. Additionally, HPD reserves the right to remove any Part-Time SRO at any time if the employee is found to be violating any personnel policy and procedures or has disclosed confidential information to any third party, except as it relates to law enforcement activities.

Each Part-Time SRO participating in the program will be required to complete a re-hiring process to which final selection will be made by HPD. Part-Time SROs shall not receive any benefits available to any employee of the City except those benefits received as a result of being retired from regular employment with the City.


3. **Reimbursement of the City by the Board:** To the extent that the Board requests of the City Part-Time SROs in excess of the number of SROs authorized by Resolution No. 16-

952 (attached as Exhibit 1), the Board shall reimburse the City for the cost of providing HPD officers for the Part-Time SRO Program. The Superintendent, or his or her designee, shall notify HPD of the number of Part-Time SROs required for the Part-Time SRO program. The Superintendent, or his or her designee, will work in good faith with HPD to establish the number of Part-Time SROs. Services rendered shall be paid in accordance with the City's regular payroll processing system and reimbursement invoice to be submitted by HPD to the Board based on number of hours worked by each of the officers. Each Part-Time SRO shall not work more than an average of twenty-nine (29) hours per week and shall not earn more than the statutorily defined maximum, which at the time of adoption of this Agreement is \$52,000 per calendar year.


4. **Effect of Previous Agreements:** The City and the Board agree that this revised Agreement is intended to work in conjunction with and supplement the SRO Program established by the Agreement attached hereto as Exhibit 1 and Ordinance No. 16-952 adopted on or about December 1, 2016 and revises the Part-Time SRO Program Agreement adopted on or about July 11, 2019 pursuant to Resolution No. 19-594 and attached hereto as Exhibit 2. Unless addressed specifically by this Revised Agreement, the City and Board agree that all terms set forth in Exhibit 1 shall be applicable to the Part-Time SRO Program set forth in this Agreement.
5. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the 27th day of June, 2024.

HUNTSVILLE CITY BOARD OF EDUCATION



Witness



By: Clarence Sutton
As its: Superintendent

The CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

ATTEST:


Shaundrika Edwards

By: Tommy Battle
As its: Mayor

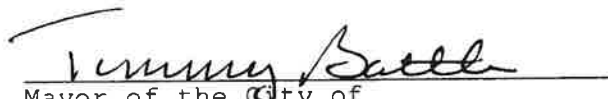
RESOLUTION NO. 16-952

WHEREAS the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and he is hereby authorized to enter into a Memorandum of Agreement between the City of Huntsville and the Huntsville City Board of Education, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a "Memorandum of Agreement between the City of Huntsville and the Huntsville City Board of Education." consisting of twenty-three (23) pages and the date of December 1st, 2016 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 1st day of December, 2016.


President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 1st day of December, 2016.


Mayor of the City of
Huntsville, Alabama

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE,
ALABAMA AND THE HUNTSVILLE CITY
BOARD OF EDUCATION**

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this the 1st day of December, 2016, by and between the City of Huntsville, Alabama, a municipal corporation, (hereinafter referred to as the "City"), and the Huntsville City Board of Education, a Political Subdivision of the State of Alabama, (hereinafter referred to as the "Board") (entities hereinafter may also be referred to individually as "Party" or collectively as "Parties"),

WHEREAS, pursuant to mutual consent by the City and the Board, Fern Bell Park (hereinafter the "Park") was demolished by the Board as was necessary for the construction of the new Whitesburg School; and


WHEREAS, upon request by the Board and in order to accommodate construction of the new Whitesburg School, the City conveyed to the Board, at no cost to the Board, the land where the former Fern Bell Park was situated; and

WHEREAS, pursuant to a mutual understanding between the parties, the Board was to compensate the City for the cost of replacement of Fern Bell Park subsequent to completion of Whitesburg School and upon request by the City; and

WHEREAS, the City now requires and has requested land and compensation for the construction of the new Fern Bell; and

WHEREAS, pursuant to an agreement dated September 12, 2013 and adopted and approved pursuant to Resolution No. 13-687 of the Huntsville City Council (the "September 12, 2013 Agreement"), the City agreed to purchase from the Board, and the Board agreed to sell to the City the sites/facilities of the former J.O. Johnson High School ("Johnson") and the current site/facilities of the Virgil I Grissom ("Grissom") High School; and

WHEREAS, pursuant to the September 12, 2013 Agreement, the combined purchase price for the Johnson and Grissom properties is \$8,000,000.00 less the City's Road and Infrastructure Expenditures as set forth in that certain agreement; and


President of the City Council of the
City of Huntsville, Alabama
Date: 12/1/2016

WHEREAS, the parties mutually desire to acknowledge the final balance due and further to amend the date by which the City must deliver the final balance to the Board for the Johnson and Grissom sites/facilities; and

WHEREAS, the parties mutually desire to confirm the date by which the Board must close on the sale of the Johnson site/facilities to the City; and

WHEREAS, the City and the Board desire to express an intent to work together on the creation of a Tax Increment Finance District ("TIF") for improvements to Cummings Research Park and the intent to preserve space in Cummings Research Park for potential future expansion of Columbia High School (contingent upon consent by the Department of Justice for such expansion pursuant to a joint consent order affecting timing and location, among other attributes, of school construction and/or renovation); and

WHEREAS, the Board and the City agree to cooperate toward the City authorizing a Twenty Million Dollar warrant issue for capital construction, capital procurement and capital renovation, to include construction of the new Virgil I. Grissom High School and of Morris Elementary School; and

WHEREAS, the City and the Board mutually desire to create a School Resource Officer Program (the "SRO Program") on the terms set forth in the Agreement attached hereto as Exhibit "A" (the "SRO Agreement"), which Agreement has been agreed to by the Board and executed by the Superintendent of the Huntsville City Board of Education.

IT IS THEREFORE agreed and understood by the parties as follows:

1. The City agrees to approve the SRO Agreement and deliver an executed original of the SRO Agreement to the Board no later than _____, 2016.

2. The City and the Board shall, contemporaneously with this agreement, execute an agreement for the reconstruction of Fern Bell Park with provisions including, but not limited to, the Board transferring funds to the City in the amount of One Million One Hundred Forty-four Thousand Sixty Dollars (\$1,144,060.00) within thirty (30) days of the warrant issue described in this Agreement for the design and construction of the Park and the Board transferring by general warranty deed, the land upon which the replacement Fern Bell Park sits. The agreement to be executed by the parties shall be substantially similar in words and figures the document entitled, "Agreement between the City of Huntsville, Alabama and the Huntsville City Board of Education for the Relocation and Reconstruction of Fern Bell Park" attached hereto and incorporated herein by reference as Exhibit "B".

3. The City Mayor and the Board Superintendent are authorized to schedule the closing on the Johnson site/facilities at a mutually agreeable time on or before December 31, 2016.

4. The City shall certify to the Board that the total balance of the City's Road and Infrastructure Expenditures as set forth in the September 12, 2013 Agreement were not less than \$6,000,000. Contemporaneous with receipt of that certification by the Board, the Parties shall acknowledge and agree that the only remaining consideration due and payable by the City to the Board for the Johnson and Grissom sites/facilities is the sum of Two Million Dollars (\$2,000,000.00).

5. The Board and the City hereby agree to modify the September 12, 2013 Agreement to provide that the City shall transfer to the Board the final balance due in the amount of Two Million Dollars (\$2,000,000.00) at the closing of the Johnson property.

6. The Mayor and the Superintendent are authorized to schedule the closing on the Grissom property at a mutually agreeable time on or before June 30, 2018.

7. The City shall issue or cause to be issued, with the cooperation of the Board, a Twenty Million Dollar (\$20,000,000.00) warrant issue for capital construction, capital procurement and capital renovation, to include construction of the new Virgil I. Grissom High School and of Morris Elementary School. The warrants shall be issued not later than February 28, 2017, and the provisions outlining appropriate use of funds shall provide for a 90 day lookback period for reimbursement of capital expenditures incurred prior to the date of issuance. The parties agree that the cost of the debt service for the said warrant issue is approximately One Million Three Hundred Thirty-four Thousand Dollars (\$1,334,000.00). The Board and City will execute an intercept agreement contemporaneously with the approval of the warrant issue by the Huntsville City Council authorizing the City to withhold amounts due for the said debt service out of the monthly sales tax revenue payments due from the City to the Board pursuant to Section 15-109(1)(c) of the Code of Ordinances of the City of Huntsville, Alabama. The intercept agreement shall provide for primary offset from 6.5 mill ad valorem tax account, as debt service capacity becomes available, which is currently utilized to service other warrants of this nature.

8. Within ninety (90) days of the warrant issue described in this Agreement, the City shall convey to the Board by warranty deed the property located at 367 Farrow Lane, Huntsville, AL 35806 (the "Property"), and which is more particularly described in Exhibit "C" attached hereto and incorporated herein by reference. The said deed shall contain restrictions prohibiting the Board from selling or otherwise transferring the Property to any party other than the City and also from using the Property for any purpose other than the expansion of Columbia High School.

The said deed shall further contain a reverter clause that, if the Board has not utilized the Property for the expansion and/or relocation of Columbia High School within eight (8) years, then the Property shall revert to the City at no cost to the City.

In the event that the Property reverts to the City, then the following restrictions shall apply for a period of ten (10) years from the date of the reverter:

Before the City may sell the Property to a third party, the City shall first offer the Property to the Board at the price for the sale of land owned by the City of Huntsville in Cummings Research Park West established by the City Council of the City of Huntsville in effect at the time of the offer. The Board shall have 30 days during which to accept said offer. If the Board does not accept said offer within said period, the City shall be free to accept the third-party offer. If the City does not enter into an agreement with the third party on said terms and conditions and close the transaction within 90 days, the City's right to sell the Property to the third party shall expire and the procedure described in this Section shall again be applicable.

9. The City and the Board agree to cooperate in the creation and implementation of a Tax Increment Financing District (TIF) for improvements to Cummings Research Park.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the date and year first written above.

ATTEST:

Taylor, Jason
W


Digitally signed by Taylor, Jason W
DN: dc=loc, dc=hsu-k12, ou=HCS_All
Users, cn=Taylor, Jason W,
email=Jason.Taylor@hsu-k12.org
Date: 2016.12.01 09:19:59 -06'00'

**THE HUNTSVILLE CITY BOARD OF
EDUCATION, A POLITICAL SUBDIVISION
OF THE STATE OF ALABAMA**

By: 

Its: Superintendent of Huntsville City Schools

ATTEST:


Kenneth Benion
Clerk-Treasurer

THE CITY OF HUNTSVILLE, ALABAMA

By: 
Tommy Battle
Mayor

Exhibit A
To
MEMORANDUM OF AGREEMENT

SRO Agreement

**Agreement Between the City of
Huntsville, Alabama and the
Huntsville City Board of Education**

AGREEMENT

This Agreement is entered into this 1st day of December, 2016 by and between the City of Huntsville (hereinafter the "City"), a municipal corporation in the State of Alabama and the Huntsville City Board of Education, a political subdivision of the State of Alabama (hereinafter the "Board.")

RECITALS

WHEREAS, the School Resource Officer Program (hereinafter the "SRO Program") is a joint cooperative effort between the Board and the City (acting through the Huntsville Police Department); and

WHEREAS, the SRO Program provides for sworn police officers from the Huntsville Police Department (hereinafter "HPD") to serve as SROs in middle and high schools of the Huntsville City School System operated by the Board; and

WHEREAS, the purpose of the SRO Program is to build a positive relationship between local law enforcement and the youth of the Huntsville community while preventing crime and maintaining the safety of the school community, and reducing the time students are excluded from class for disciplinary reasons; and

WHEREAS, the City and the Board recognize that the success of the SRO Program relies upon the effective communication between all involved employees, the principal of each individual school, and other key staff members of each organization; and

WHEREAS, the City and the Board desire to delineate the mission, organizational structure and procedures of the SRO Program;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term**: The term of this Agreement shall commence upon execution of this document by both parties and extend through September 30, 2026.

2. Goals of the SRO Program: The mission of the SRO Program is the reduction and prevention of school-related violence and crime. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning sworn police officers employed by HPD as School Resource Officers (hereinafter referred to as "SROs") to Huntsville City Board of Education facilities on a long-term basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators and parents. Goals of the SRO Program include:

1. Reducing incidents of school violence.
2. Maintaining a safe and secure environment on school grounds.
3. Reducing criminal offenses committed by youth.
4. Establishing a rapport between the SRO and the student population.
5. Establishing rapport between the SRO and parents, faculty, staff, and administrators.
6. Supporting the Board's mission of reducing the time students are excluded from class for disciplinary reasons.

Moreover, the SRO will establish a trusting channel of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

3. Selection of HPD Officers as SROs: The City of Huntsville Police Department shall assign full time law enforcement officers to serve as SROs. The City will consult with the Board regarding the selection of officers as SROs; however, the City shall have final authority for the selection of SROs based on its personnel policies and procedures. The City of Huntsville Police Department shall retain the exclusive right to exercise the customary functions of management. The SRO will be certified by the State of Alabama and meet all requirements as set forth by the Alabama Peace Officer Standards and Training Commission. The Huntsville Police Department reserves the right to remove the SRO at any time if Police Department staffing levels

fall below acceptable norms or in the event that additional officers are needed elsewhere during a critical incident or natural disaster.

The City and the Board will each name a contact person who will monitor the SRO program. If an issue arises with a SRO, the Board and the City will work collaboratively to resolve the issue. If the issue persists after the attempts to resolve it, the Board reserves the right to request the removal or reassignment of the SRO; however, the City retains final authority for selection and assignment of SROs.

4. Role of SROs: The day-to-day operation and administrative control of the SRO Program will be the responsibility of HPD. Responsibility for the conduct of the SRO, both personally and professionally, shall remain solely with the City. The SRO is employed and retained by the City, and is subject to all personnel policies and procedures of the City and HPD, and the City shall have the sole discretion to enforce the said policies and procedures. In no event will the SROs be considered employees of the Board.

The SRO is first and foremost a law enforcement officer with HPD. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of HPD. All acts of commission or omission shall conform to the guidelines of the HPD directives. The SRO will wear the HPD issued uniform with all normal accessories and equipment. The Huntsville Police Department Support Commander may allow an exception to this rule at his/her discretion based on investigatory or policing needs.

School principals are responsible for supervising all aspects of building and student management. School principals should ensure that non-criminal and non-safety related student situations remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct, or successor document, is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law or involve issues of school safety. The Board will train school-level staff and SROs regarding their responsibilities, including the appropriate responses to student behavior.

Although the SRO has been placed in a formal educational environment, he/she is not relieved of the official duties as a law enforcement officer. The SRO shall intervene when it is necessary to prevent any criminal act and/or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Alabama state law, City of Huntsville ordinances and regulations, and HPD department policy when offenses occur in the presence of the SRO. The SRO and the Huntsville Police Department will have the final decision on whether an arrest shall be made and on whether criminal charges shall be filed.

5. SRO Duties and Responsibilities: The responsibilities of the SRO will include but not be limited to the following:

- A. Enforce criminal law and protect the students, staff, and public at large against conduct that compromises their safety. The SRO shall follow the chain of command as set forth in the policies and procedures manual and written directives of the Huntsville Police Department. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on-campus or off-campus, at school events. Non-criminal and non-safety related incidents shall be handled by school staff, not the SRO.
- B. Complete all necessary reports and investigate crimes committed on campus.
- C. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the Board. The SRO will not be involved in searches conducted by school personnel unless school personnel request the assistance of the SRO because of exigent circumstances, such as the need for safety or because a felony criminal act is involved. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
- D. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical in the SRO's discretion, advise the school principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
- E. Wear the Huntsville Police Department issued uniform with all normal accessories and equipment as authorized by HPD written directives. The Huntsville Police Department Operations Commander may allow an exception to this rule at his/her discretion based on investigatory or policing needs.
- F. Be highly visible throughout the campus, yet be unpredictable in his or her movements. For officer safety reasons, the SRO shall not establish any set routine, which allows predictability in their movements and their locations.
- G. Work collaboratively with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.

- H. Confer with the principal, at least once per semester, to review incidents in which SROs were involved in the discipline, arrest or restraint of a student. The City and the Board will collaboratively develop a data-driven review process that identifies areas for continuous improvement. The review will evaluate whether the SRO is meeting the goals set forth in Paragraph 2 of this Agreement and is making effective use of skills the SRO learned through professional development.
- I. Cooperate with school personnel to be in compliance with all laws, regulations, and school board policies, including but not limited to laws, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided the SRO shall under no circumstances be required or expected to act or in a manner inconsistent with his or her duties as law enforcement officers. The use of confidential school records by the SRO shall be done only with the principal's approval and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this agreement shall not be abridged, and remain in full effect.
- J. Attend school special events as needed (for example, PTA meetings). Upon request and approval by the Board, any other expenses generated beyond the assigned workday (for example, school dances, football games, etc.) by the SRO or any other Huntsville Police Officer in his/her absence, will be billed to the Huntsville City Board of Education as they occur, in accordance with section 7 herein.
- K. Attend law enforcement agency in-service training. HPD will inform the Board, as soon as practical, of any SRO's absence due to in-service training or other long-term circumstances, such as illness, via the Board's designated contact person, identified as required by 3 above. Should any SRO absence result in a school having no SRO present, HPD will provide a temporary, replacement SRO to cover the regular SRO's absence from the school. Reasonable attempts will be made to schedule such training to minimize the regular SRO's absence from school on an instructional day.
- L. Attend and participate in meetings of parent and faculty groups to solicit their support and understanding of the School Resource Program and to promote awareness of law enforcement functions.
- M. Work collaboratively with school principals and other Board personnel to develop opportunities for SROs to build positive relationships with students, help students understand the SRO Program, and promote awareness of law enforcement functions.

- N. Be familiar with all school-based services and supports, including positive school climate practices, and community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and make referrals when appropriate and legal.
- O. Attend professional development meetings provided by the Board. Required professional development includes training on the Family Educational Rights and Privacy Act ("FERPA"), the Student Code of Conduct, or any successor document, and the Board's approach to positive school climate (e.g., the appropriate responses to student behavior) as set forth in the Joint Consent Order in the case of *Hereford v. Huntsville City Board of Education*. SROs will complete any training verification documents required of Board employees who complete the same trainings.
- P. Before beginning to work in an HCS school, an SRO must complete the required professional development identified in 5.O above. If an SRO is serving only a short-term assignment, the SRO will be paired with an officer who has completed the required professional development in lieu of completing the professional development.

6. Responsibilities of the Board: The responsibilities of the Board and of individual school personnel shall include, but not be limited to, the following:

- A. Provide the SRO with a private, appropriately furnished and climate controlled office space at the School that can be secured and is reasonably acceptable to HPD. This shall include but not be limited to a desk with drawers, chair, filing cabinet for files and records which can be properly locked and secured, a telephone and computer.
- B. Provide reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program and its goals and objectives. Administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.
- C. Notify the SRO as soon as is reasonably possible when school personnel discover weapons, drugs, alcohol, or illegal contraband on school property. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the Board, the contraband shall be confiscated and disposed of by the SRO according to HPD policy.
- D. At schools with an SRO, notify the SRO as soon as is reasonably possible when school personnel discipline a student for fighting with other students, physically attacking another student, or physically attacking an adult or Board employee, and such an offense results in a serious threat to school safety. The Board will identify the specific offenses that address these behaviors in a separate document and will update the offenses as the

Code of Student Conduct, or any successor document, is updated. SROs are included in school-wide radio communications, so, for purposes of this provision, SRO notification will be presumed when school administrators and/or Campus Security Officers announce an event over the radio system and SROs are present in the school. If no juvenile or criminal charges are to be filed, school officials will handle any student discipline issues, but the SRO may complete a "Miscellaneous Report" for the incident. Miscellaneous Reports are informational in nature and will not implicate criminal or juvenile charges.

- E. At schools without an SRO, the administrator and/or the Campus Security Officer will notify the designated district-level administrator after school personnel discipline students for fighting with other students, physically attacking another student, or physically attacking an adult or Board employee, when such an offense results in a physical or bodily injury to the victim. These offenses will be identical to the ones referenced in 6.D. above. The district-level administrator will ensure that HPD is notified of the incident. HPD will dispatch an SRO to the school. If no juvenile or criminal charges are to be filed, school officials will handle any student discipline issues, but the SRO may complete a "Miscellaneous Report" for the incident. Miscellaneous Reports are informational in nature and will not implicate criminal or juvenile charges.
- F. The Board will regularly monitor the Miscellaneous Report process described in 6.D. and 6.E. above to determine whether the process results in increased student arrests and racial disparities in student arrests for similar offenses.
- G. Notify the SRO in a timely manner of the names of specific individuals who are not allowed on school property for criminal and safety-related reasons and of any anticipated parental problems resulting from disciplinary action taken against a student.
- H. Maintain records of police involvement in student discipline incidents. The Board will collect and review data at the individual SRO, school, and district level to determine whether the SRO Program is meeting its goals and reducing racial disparities in student arrests for similar offenses. Data regarding individual SROs will be used as part of the review process described in Paragraph 5.H. The City and the Board will continue their periodic review of student discipline incidents and associated data and will work cooperatively with one another to make any needed adjustments to the SRO Program throughout the school year. As part of this review, the City and the Board will reconcile the City's arrest data and the Board's student discipline data to ensure accuracy.
- I. Provide HPD with updated copies of all laws, rules, regulations, and board policies applicable to Board employees, including but not limited to laws, rules, regulations and

policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.

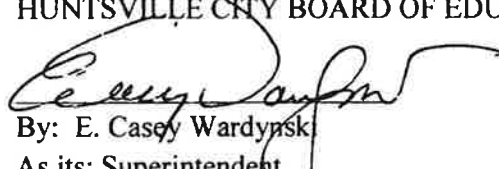
- J. Use the Parent Concern process to allow students and parents/guardians to make complaints about the SRO Program and/or individual SROs. Using this process, the Board will work collaboratively with the City to resolve these complaints within a reasonable period of time; however, the City retains final authority to discipline or take adverse action, if any, against a SRO.

7. Reimbursement of the City by the Board: The Board shall reimburse the City for the cost of providing HPD officers for the SRO Program as set forth in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the ____ day of ____, 2016.

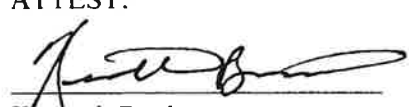

Witness

HUNTSVILLE CITY BOARD OF EDUCATION


By: E. Casey Wardynski
As its: Superintendent

THE CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

ATTEST:


Kenneth Benion

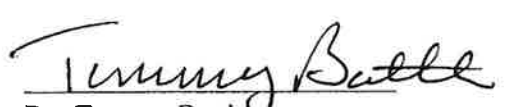

By: Tommy Battle
As its: Mayor

Exhibit A

1. The cost of the program shall be shared between the City and the Board. Except for the training provided in paragraph 5.O of the Agreement, the City retains responsibility for the hiring, selection, training, equipping, and overall administration and resourcing of the program. The SROs shall continue to be governed by the personnel policies and compensation plan of the City.
2. The Board shall reimburse the City for a portion of the salary and benefits costs of the assigned officers. The City shall bear the additional salary and benefits costs above the amount provided by the Board and all costs associated with training, except as provided in paragraph 5.O of the Agreement, and provision of individual equipment and vehicles necessary for the officers' duties. The Board shall provide facilities, utilities, and furniture on Huntsville City Schools property as necessary.
3. The Board's payment to the City for its portion of the salary and benefits costs shall be:
 - FY17: \$1,200,000
 - FY18: \$1,200,000
 - FY19: \$1,300,000
 - FY20: \$1,300,000
 - FY21: \$1,400,000
 - FY22: \$1,500,000
 - FY23: \$1,600,000
 - FY24: \$1,700,000
 - FY25: \$1,800,000
 - FY26: \$1,800,000
4. Additional officers and/or sergeants can be added to the program at the mutual agreement of the City and the Board. Should the program grow beyond two (2) sergeants and twenty (20) officers, the Board shall pay the City additional monies at the rate of \$75,000 per officer and \$85,000 per sergeant for FY17 through FY21 and then at a rate of \$80,000 per officer and \$90,000 per sergeant for FY22 through FY26. For example, if in FY20 an additional officer were added, the cost reimbursement from the Board to the City would be \$1,300,000 plus \$75,000 for the additional officer. Additions of officers during the fiscal year shall be charged on a prorated basis for that fiscal year then at the full amount starting in the next fiscal year.

5. If the number of personnel is reduced by the Board, the Board has the option, by mutual agreement, of paying on a per officer basis. Under this payment option, the cost schedule is \$75,000 per officer and \$85,000 per sergeant for FY17 through FY21 and \$80,000 per officer and \$90,000 per sergeant for FY22 through FY26. The intent is that the Board has the option to pay the lesser of the fixed, base cost schedule provided in paragraph 3 or the total of the per officer rates. Two examples follow:

Example 1: If in FY 20 the total officers assigned is reduced to two sergeants and 16 officers. The per-officer cost model would be: $[2 \times \$85,000] + [16 \times \$75,000] = \$1,370,000$. The fixed-cost schedule for that fiscal year is \$1,300,000 so the Board would pay the lesser amount of \$1,300,000 from the fixed-cost schedule.

Example 2: If in FY 24 the total officers assigned is reduced to two sergeants and 17 officers. The per-officer cost model would be: $[2 \times \$90,000] + [17 \times \$80,000] = \$1,540,000$. The fixed-cost schedule for that fiscal year is \$1,700,000 so the Board would pay the lesser amount of \$1,540,000 from the per-officer rate schedule.

Exhibit B

**To
MEMORANDUM OF AGREEMENT**

**Agreement Between the City of
Huntsville, Alabama and the
Huntsville City Board of Education for
the Relocation and Reconstruction
of Fern Bell Park**

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA
AND THE HUNTSVILLE CITY BOARD OF EDUCATION FOR THE
RELOCATION AND RECONSTRUCTION OF FERN BELL PARK**

This Agreement ("Agreement") is entered into this 1st day of December, 2016 by and between the City of Huntsville (hereinafter the "City"), a municipal corporation in the State of Alabama and the Huntsville City Board of Education, a political subdivision of the State of Alabama (hereinafter the "Board.")

RECITALS

WHEREAS, pursuant to mutual consent by the City and the Board, Fern Bell Park (hereinafter the "Park") was demolished by the Board as was necessary for the construction of the new Whitesburg School; and

WHEREAS, both parties recognize the value of Fern Bell Park and the new Whitesburg School to the Huntsville Community; and

WHEREAS, pursuant to the agreement between the parties, the Board was to pay for the replacement of Fern Bell Park upon the completion of Whitesburg School; and

WHEREAS, the original Fern Bell Park was located on property owned by the City which it did convey to the Board at no cost to facilitate the construction of Whitesburg School; and

WHEREAS, the Board desires to convey to the City the land necessary for the replacement Fern Bell Park (the "Replacement Park") to replace the Park, as good and fair consideration for the Park previously conveyed to the Board by the City; and

WHEREAS, the parties by this Agreement set forth their respective rights and obligations regarding the improvements to the Replacement Park which is to be conveyed by the Board to the City and which is to replace the Park and provide recreational enhancements for the Huntsville community (the "Project");

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Within thirty (30) days of the warrant issue described in the Memorandum of Agreement between the City and the Board adopted and approved by the Huntsville City Council pursuant to Resolution No. 16-____, the Board shall transfer funds to the City in the amount of One Million One Hundred Forty-four Thousand and Sixty Dollars (\$1,144,060.00) for the design

and construction of the Park. Of this total amount, the sum of One Hundred Thirty-three Thousand Three Hundred Dollars (\$133,300.00) shall be held in a separate escrow account (the "Escrow Funds") by the City. The amount of the Escrow Funds is based on \$35,000.00 Aid to Construction Costs and \$98,300.00 in Contingency costs for the Project. The Escrow Funds shall be withdrawn by the City as needed for aid-to-construction and contingency costs. Contingency costs include, but are not limited to, unsuitable soil conditions, utility relocation and/or repair of utilities not shown in as built drawings, technical coordination, removal of debris discovered during construction, and *force majeure* conditions. Any Escrow Funds remaining upon the completion of the Park (as determined by the City) will be returned to the Board.

2. Within thirty (30) days of the approval of this Agreement by the Huntsville City Council, the Board shall provide the City access to the as built plans for the recently completed Whitesburg School and any other plans reasonably available to Board which are necessary to determine current locations of utilities or other infrastructure.

3. The City shall complete the site development plan (the "Site Plan") for the Park, with input from the Board; however, the City shall have final authority to determine the final site development plan, subject to the Board's retained exclusive and unfettered right to control access to the parking lot east of the Replacement Park for joint use of the Board and City. The City will obtain all professional services necessary to complete the site development plan (e.g. architectural and engineering).

4. Within sixty (60) days of the City providing the completed site development plan to the Board, the Board shall complete the following Work on the Replacement Park site and the parking area retained by the Board east of the Replacement Park site (the "Site Preparation Work"):

- a. Relocate the retention pond as required by the site development plan.
- b. Make all necessary changes and improvements to the fence surrounding the parking lot east of the Replacement Park area as determined by the Site Plan, to allow for joint use of such parking lot by the City and the Board.
- c. Perform proper site compaction required and verified by a project geo tech engineer.
- d. Perform rough grading of the site.
- e. Provide as-built drawings (including topo) to the City after the Board completes all Site Preparation Work.
- f. Designate a contractor lay-down area for the City's use during the reconstruction phase of the Park.

5. The City shall be responsible for the construction work on the Replacement Park other than the Site Preparation Work as set out in Section 4 of this Agreement. All construction

work not performed by City personnel shall be procured in accordance with Alabama procurement and public works laws.

6. When the parking lot east of the Replacement Park is utilized by the City, the City shall be responsible to ensure the gate between the Replacement Park and Board-retained parking lot is secured upon each closing of the Replacement Park. City use of the Board-retained parking lot is to be scheduled by City in advance through the designee of the Board Director of Operations.

7. As further consideration for the City-owned land previously conveyed to the Board, the Board shall, upon completion of the site plan, convey to the City by general warranty deed the parcel of land, described by metes and bounds, which shall be mutually agreed upon by the City Mayor and Board Superintendent as needed for the Replacement Park.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the ____ day of ____, 2016.

Taylor, Jason
W

Digitally signed by Taylor, Jason W
DN: dc=loc, dc=hsv-k12,
ou=HCS, All Users, cn=Taylor, Jason
W, email=Jason.Taylor@hsv-k12.org
Date: 2016.12.01 09:21:02 -06'00'

Witness

HUNTSVILLE CITY BOARD OF EDUCATION



By:

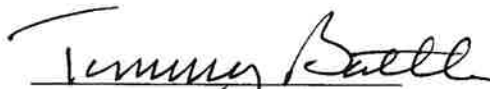
As its: Superintendent

THE CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

ATTEST:



Kenneth Benion
City Clerk-Treasurer



By: Tommy Battle

As its: Mayor

Exhibit C
To
MEMORANDUM OF AGREEMENT

All that part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 4 South, Range 2 West of the Huntsville, Meridian, Madison County, Alabama.

Particularly described as beginning at a point that is South 00 degrees, 44 minutes, 34 seconds West 20.00 feet and due East 18.48 feet from the Northwest corner of said Section 1 to the point of true beginning;

Thence from the true point of beginning South 00 degrees, 46 minutes, 24 seconds West 637.30 feet;

Thence South 89 degrees, 52 minutes, 11 seconds East 412.86 feet;

Thence South 00 degrees, 46 minutes, 24 seconds West 915.60 feet;

Thence North 88 degrees, 09 minutes, 13 seconds West 450.33 feet to a point on the West boundary of said Section 1;

Thence North along the West boundary of said Section 1 a distance of 1540.00 feet to the true point of beginning containing 9.61 acres more or less.

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Dec 1, 2016

Action Requested By: Administration

Agenda Type: Resolution

Subject Matter:

Memorandum of Agreement between the City of Huntsville and the Huntsville City Board of Education.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Memorandum of Agreement between the City of Huntsville and the Huntsville City Board of Education.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

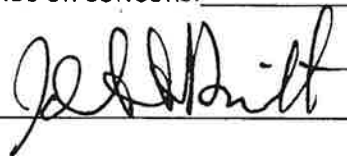
Memorandum of Agreement regarding various matters including the School Resource Officer Program, the relocation and reconstruction of Fern Bell Park, the value of the City's road and infrastructure expenditures for the Johnson and Grissom High Schools sites, the closing dates for the current Johnson and Grissom sites and a warrant issue by the City for the benefit of the School Board.

Associated Cost: _____

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: _____



Date: Nov 30, 2016

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration

Council Meeting Date: 12/1/2016

Department Contact: John Hamilton

Phone # 5009

Contract or Agreement: Memorandum of Agreement between the City of Huntsville and the Huntsville ...

Document Name: Memorandum of Agreement between the City of Huntsville and the Huntsville City Bo...

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

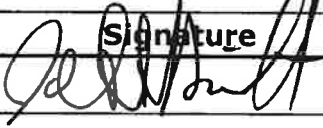
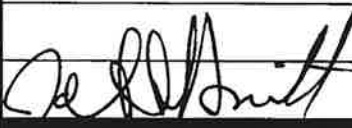
Account Number:

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

ADOPTED 07/11/19

RESOLUTION NO. 19-594

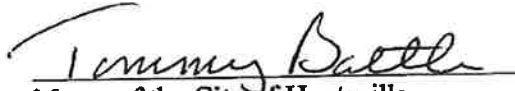
BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, an Agreement regarding Part-Time Police Resource Officers between the City of Huntsville and the Huntsville City Board of Education, and which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement Between the City of Huntsville, Alabama, and the Huntsville City Board of Education," consisting of fifteen (15) pages, including exhibits, and the date of July 11, 2019, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 11th day of July, 2019.



President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 11th day of July, 2019.



Mayor of the City of Huntsville,
Alabama

Agreement Between the City of
Huntsville, Alabama and the
Huntsville City Board of Education

AGREEMENT

This agreement is entered into this 11th day of July, 2019 by and between the City of Huntsville (hereinafter the "City"), a municipal corporation in the State of Alabama and the Huntsville City Board of Education, a political subdivision of the State of Alabama (hereinafter the "Board".)

RECITALS


WHEREAS, the Part-Time Police School Resource Officer (hereinafter "SRO") Program serves as a joint cooperative effort between the Board and the City (acting through the Huntsville Police Department); and

WHEREAS, the Part-Time Police SRO Program provides sworn police officers who retired in good standing from the Huntsville Police Department (hereinafter "HPD") to serve as SROs and work as security in all schools of the Huntsville City School System operated by the Board; and

WHEREAS, the Part-Time SRO Program will work in conjunction with and supplement the SRO Program established by agreement between the Huntsville City Board of Education and the City of Huntsville pursuant to the Agreement attached hereto as Exhibit 1 and Ordinance No. 16-952 adopted on or about December 1, 2016;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term:** The term of this Agreement shall commence upon ratification by the City Council of Huntsville, Alabama and shall extend through September 30, 2026.



President of the City Council of the
City of Huntsville, Alabama
Date: July 11, 2019

2. **Selection of HPD Officers as Part-time SROs:** The City of Huntsville Police Department shall assign part time law enforcement officers to serve as Part-Time SROs. The City will consult with the Board regarding the selection of officers as Part-Time SROs; however, the City shall have final authority for the selection of part-time SROs based on its personnel policies and procedures. The City of Huntsville Police Department shall retain the exclusive right to exercise the customary functions of management. The Part-Time SRO will be certified by the State of Alabama and meet all requirements as set forth by the Alabama Peace Officer Standards and Training Commission.

The Huntsville Police Department reserves the right to remove the Part-Time SRO at any time if Police Department staffing levels fall below acceptable norms or in the event that additional officers are needed elsewhere during a critical incident or natural disaster. Additionally, HPD reserves the right to remove any Part-Time SRO at any time if the employee is found to be violating any personnel policy and procedures or has disclosed confidential information to any third party, except as it relates to law enforcement activities.

Each Part-Time SRO participating in the program will be required to complete a re-hiring process to which final selection will be made by HPD. Part-Time SROs shall not receive any benefits available to any employee of the City except those benefits received as a result of being retired from regular employment with the City.

3. **Reimbursement of the City by the Board:** To the extent that the City provides the Board Part-Time SROs in excess of the number of SROs authorized by Exhibit 1, the Board shall reimburse the City for the cost of providing part-time HPD officers for the Part-Time SRO Program. Services rendered shall be paid in accordance with the City's regular payroll processing system and reimbursement invoice to be submitted by HPD to the Board based on number of hours worked by each of the officers. Each Part-Time SRO shall not work more than an average of twenty-nine (29) hours per week and shall not earn more than \$31,000 per calendar year.

4. **Effect of Previous Agreement:** The City and the Board agree that this agreement is intended to work in conjunction with and supplement the SRO Program established by agreement between the City and the Board pursuant to the Agreement attached hereto as Exhibit 1 and Ordinance No. 16-952 adopted on or about December 1, 2016. Unless addressed specifically by this Agreement, the City and Board agree that all terms set forth in Exhibit 1 shall be applicable to the Part-Time SRO Program set forth in this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the 11th day of July, 2019.

HUNTSVILLE CITY BOARD OF EDUCATION

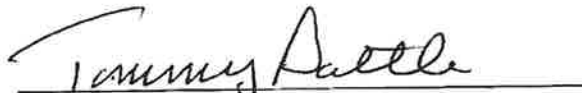

Witness


By: Christie Finley
As its: Superintendent

The CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

ATTEST:


Kenneth Benion


By: Tommy Battle
As its: Mayor

EXHIBIT

1

Agreement Between the City of
Huntsville, Alabama and the
Huntsville City Board of Education

AGREEMENT

This Agreement is entered into this 1st day of December, 2016 by and between the City of Huntsville (hereinafter the "City"), a municipal corporation in the State of Alabama and the Huntsville City Board of Education, a political subdivision of the State of Alabama (hereinafter the "Board.")

RECITALS

WHEREAS, the School Resource Officer Program (hereinafter the "SRO Program") is a joint cooperative effort between the Board and the City (acting through the Huntsville Police Department); and

WHEREAS, the SRO Program provides for sworn police officers from the Huntsville Police Department (hereinafter "HPD") to serve as SROs in middle and high schools of the Huntsville City School System operated by the Board; and

WHEREAS, the purpose of the SRO Program is to build a positive relationship between local law enforcement and the youth of the Huntsville community while preventing crime and maintaining the safety of the school community, and reducing the time students are excluded from class for disciplinary reasons; and

WHEREAS, the City and the Board recognize that the success of the SRO Program relies upon the effective communication between all involved employees, the principal of each individual school, and other key staff members of each organization; and

WHEREAS, the City and the Board desire to delineate the mission, organizational structure and procedures of the SRO Program;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term**: The term of this Agreement shall commence upon execution of this document by both parties and extend through September 30, 2026.

2. Goals of the SRO Program: The mission of the SRO Program is the reduction and prevention of school-related violence and crime. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning sworn police officers employed by HPD as School Resource Officers (hereinafter referred to as "SROs") to Huntsville City Board of Education facilities on a long-term basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators and parents. Goals of the SRO Program include:

1. Reducing incidents of school violence.
2. Maintaining a safe and secure environment on school grounds.
3. Reducing criminal offenses committed by youth.
4. Establishing a rapport between the SRO and the student population.
5. Establishing rapport between the SRO and parents, faculty, staff, and administrators.
6. Supporting the Board's mission of reducing the time students are excluded from class for disciplinary reasons.

Moreover, the SRO will establish a trusting channel of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

3. Selection of HPD Officers as SROs: The City of Huntsville Police Department shall assign full time law enforcement officers to serve as SROs. The City will consult with the Board regarding the selection of officers as SROs; however, the City shall have final authority for the selection of SROs based on its personnel policies and procedures. The City of Huntsville Police Department shall retain the exclusive right to exercise the customary functions of management. The SRO will be certified by the State of Alabama and meet all requirements as set forth by the Alabama Peace Officer Standards and Training Commission. The Huntsville Police Department reserves the right to remove the SRO at any time if Police Department staffing levels

fall below acceptable norms or in the event that additional officers are needed elsewhere during a critical incident or natural disaster.

The City and the Board will each name a contact person who will monitor the SRO program. If an issue arises with a SRO, the Board and the City will work collaboratively to resolve the issue. If the issue persists after the attempts to resolve it, the Board reserves the right to request the removal or reassignment of the SRO; however, the City retains final authority for selection and assignment of SROs.

4. Role of SROs: The day-to-day operation and administrative control of the SRO Program will be the responsibility of HPD. Responsibility for the conduct of the SRO, both personally and professionally, shall remain solely with the City. The SRO is employed and retained by the City, and is subject to all personnel policies and procedures of the City and HPD, and the City shall have the sole discretion to enforce the said policies and procedures. In no event will the SROs be considered employees of the Board.

The SRO is first and foremost a law enforcement officer with HPD. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of HPD. All acts of commission or omission shall conform to the guidelines of the HPD directives. The SRO will wear the HPD issued uniform with all normal accessories and equipment. The Huntsville Police Department Support Commander may allow an exception to this rule at his/her discretion based on investigatory or policing needs.

School principals are responsible for supervising all aspects of building and student management. School principals should ensure that non-criminal and non-safety related student situations remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct, or successor document, is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law or involve issues of school safety. The Board will train school-level staff and SROs regarding their responsibilities, including the appropriate responses to student behavior.

Although the SRO has been placed in a formal educational environment, he/she is not relieved of the official duties as a law enforcement officer. The SRO shall intervene when it is necessary to prevent any criminal act and/or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Alabama state law, City of Huntsville ordinances and regulations, and HPD department policy when offenses occur in the presence of the SRO. The SRO and the Huntsville Police Department will have the final decision on whether an arrest shall be made and on whether criminal charges shall be filed.

5. **SRO Duties and Responsibilities:** The responsibilities of the SRO will include but not be limited to the following:

- A. Enforce criminal law and protect the students, staff, and public at large against conduct that compromises their safety. The SRO shall follow the chain of command as set forth in the policies and procedures manual and written directives of the Huntsville Police Department. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on-campus or off-campus, at school events. Non-criminal and non-safety related incidents shall be handled by school staff, not the SRO.
- B. Complete all necessary reports and investigate crimes committed on campus.
- C. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the Board. The SRO will not be involved in searches conducted by school personnel unless school personnel request the assistance of the SRO because of exigent circumstances, such as the need for safety or because a felony criminal act is involved. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
- D. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical in the SRO's discretion, advise the school principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
- E. Wear the Huntsville Police Department issued uniform with all normal accessories and equipment as authorized by HPD written directives. The Huntsville Police Department Operations Commander may allow an exception to this rule at his/her discretion based on investigatory or policing needs.
- F. Be highly visible throughout the campus, yet be unpredictable in his or her movements. For officer safety reasons, the SRO shall not establish any set routine, which allows predictability in their movements and their locations.
- G. Work collaboratively with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.

- H. Confer with the principal, at least once per semester, to review incidents in which SROs were involved in the discipline, arrest or restraint of a student. The City and the Board will collaboratively develop a data-driven review process that identifies areas for continuous improvement. The review will evaluate whether the SRO is meeting the goals set forth in Paragraph 2 of this Agreement and is making effective use of skills the SRO learned through professional development.
- I. Cooperate with school personnel to be in compliance with all laws, regulations, and school board policies, including but not limited to laws, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided the SRO shall under no circumstances be required or expected to act or in a manner inconsistent with his or her duties as law enforcement officers. The use of confidential school records by the SRO shall be done only with the principal's approval and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this agreement shall not be abridged, and remain in full effect.
- J. Attend school special events as needed (for example, PTA meetings). Upon request and approval by the Board, any other expenses generated beyond the assigned workday (for example, school dances, football games, etc.) by the SRO or any other Huntsville Police Officer in his/her absence, will be billed to the Huntsville City Board of Education as they occur, in accordance with section 7 herein.
- K. Attend law enforcement agency in-service training. HPD will inform the Board, as soon as practical, of any SRO's absence due to in-service training or other long-term circumstances, such as illness, via the Board's designated contact person, identified as required by 3 above. Should any SRO absence result in a school having no SRO present, HPD will provide a temporary, replacement SRO to cover the regular SRO's absence from the school. Reasonable attempts will be made to schedule such training to minimize the regular SRO's absence from school on an instructional day.
- L. Attend and participate in meetings of parent and faculty groups to solicit their support and understanding of the School Resource Program and to promote awareness of law enforcement functions.
- M. Work collaboratively with school principals and other Board personnel to develop opportunities for SROs to build positive relationships with students, help students understand the SRO Program, and promote awareness of law enforcement functions.

N. Be familiar with all school-based services and supports, including positive school climate practices, and community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and make referrals when appropriate and legal.

O. Attend professional development meetings provided by the Board. Required professional development includes training on the Family Educational Rights and Privacy Act ("FERPA"), the Student Code of Conduct, or any successor document, and the Board's approach to positive school climate (e.g., the appropriate responses to student behavior) as set forth in the Joint Consent Order in the case of *Hereford v. Huntsville City Board of Education*. SROs will complete any training verification documents required of Board employees who complete the same trainings.

P. Before beginning to work in an HCS school, an SRO must complete the required professional development identified in 5.O above. If an SRO is serving only a short-term assignment, the SRO will be paired with an officer who has completed the required professional development in lieu of completing the professional development.

6. Responsibilities of the Board: The responsibilities of the Board and of individual school personnel shall include, but not be limited to, the following:

- A. Provide the SRO with a private, appropriately furnished and climate controlled office space at the School that can be secured and is reasonably acceptable to HPD. This shall include but not be limited to a desk with drawers, chair, filing cabinet for files and records which can be properly locked and secured, a telephone and computer.
- B. Provide reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program and its goals and objectives. Administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.
- C. Notify the SRO as soon as is reasonably possible when school personnel discover weapons, drugs, alcohol, or illegal contraband on school property. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the Board, the contraband shall be confiscated and disposed of by the SRO according to HPD policy.
- D. At schools with an SRO, notify the SRO as soon as is reasonably possible when school personnel discipline a student for fighting with other students, physically attacking another student, or physically attacking an adult or Board employee, and such an offense results in a serious threat to school safety. The Board will identify the specific offenses that address these behaviors in a separate document and will update the offenses as the

Code of Student Conduct, or any successor document, is updated. SROs are included in school-wide radio communications, so, for purposes of this provision, SRO notification will be presumed when school administrators and/or Campus Security Officers announce an event over the radio system and SROs are present in the school. If no juvenile or criminal charges are to be filed, school officials will handle any student discipline issues, but the SRO may complete a "Miscellaneous Report" for the incident. Miscellaneous Reports are informational in nature and will not implicate criminal or juvenile charges.


- E. At schools without an SRO, the administrator and/or the Campus Security Officer will notify the designated district-level administrator after school personnel discipline students for fighting with other students, physically attacking another student, or physically attacking an adult or Board employee, when such an offense results in a physical or bodily injury to the victim. These offenses will be identical to the ones referenced in 6.D. above. The district-level administrator will ensure that HPD is notified of the incident. HPD will dispatch an SRO to the school. If no juvenile or criminal charges are to be filed, school officials will handle any student discipline issues, but the SRO may complete a "Miscellaneous Report" for the incident. Miscellaneous Reports are informational in nature and will not implicate criminal or juvenile charges.
- F. The Board will regularly monitor the Miscellaneous Report process described in 6.D. and 6.E. above to determine whether the process results in increased student arrests and racial disparities in student arrests for similar offenses.
- G. Notify the SRO in a timely manner of the names of specific individuals who are not allowed on school property for criminal and safety-related reasons and of any anticipated parental problems resulting from disciplinary action taken against a student.
- H. Maintain records of police involvement in student discipline incidents. The Board will collect and review data at the individual SRO, school, and district level to determine whether the SRO Program is meeting its goals and reducing racial disparities in student arrests for similar offenses. Data regarding individual SROs will be used as part of the review process described in Paragraph 5.H. The City and the Board will continue their periodic review of student discipline incidents and associated data and will work cooperatively with one another to make any needed adjustments to the SRO Program throughout the school year. As part of this review, the City and the Board will reconcile the City's arrest data and the Board's student discipline data to ensure accuracy.
- I. Provide HPD with updated copies of all laws, rules, regulations, and board policies applicable to Board employees, including but not limited to laws, rules, regulations and

policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.

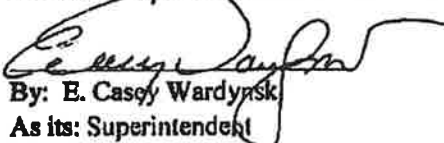
- J. Use the Parent Concern process to allow students and parents/guardians to make complaints about the SRO Program and/or individual SROs. Using this process, the Board will work collaboratively with the City to resolve these complaints within a reasonable period of time; however, the City retains final authority to discipline or take adverse action, if any, against a SRO.

7. Reimbursement of the City by the Board: The Board shall reimburse the City for the cost of providing HPD officers for the SRO Program as set forth in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the _____ day of _____, 2016.


Witness

HUNTSVILLE CITY BOARD OF EDUCATION


By: E. Casey Wardynski
As its: Superintendent

THE CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

ATTEST:


Kenneth Benion

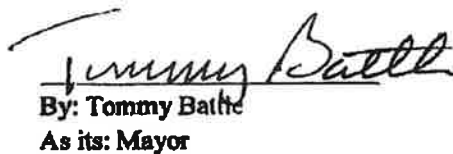

By: Tommy Battle
As its: Mayor

Exhibit A

Exhibit A

1. The cost of the program shall be shared between the City and the Board. Except for the training provided in paragraph 5.O of the Agreement, the City retains responsibility for the hiring, selection, training, equipping, and overall administration and resourcing of the program. The SROs shall continue to be governed by the personnel policies and compensation plan of the City.
2. The Board shall reimburse the City for a portion of the salary and benefits costs of the assigned officers. The City shall bear the additional salary and benefits costs above the amount provided by the Board and all costs associated with training, except as provided in paragraph 5.O of the Agreement, and provision of individual equipment and vehicles necessary for the officers' duties. The Board shall provide facilities, utilities, and furniture on Huntsville City Schools property as necessary.
3. The Board's payment to the City for its portion of the salary and benefits costs shall be:
 - FY17: \$1,200,000
 - FY18: \$1,200,000
 - FY19: \$1,300,000
 - FY20: \$1,300,000
 - FY21: \$1,400,000
 - FY22: \$1,500,000
 - FY23: \$1,600,000
 - FY24: \$1,700,000
 - FY25: \$1,800,000
 - FY26: \$1,800,000
4. Additional officers and/or sergeants can be added to the program at the mutual agreement of the City and the Board. Should the program grow beyond two (2) sergeants and twenty (20) officers, the Board shall pay the City additional monies at the rate of \$75,000 per officer and \$85,000 per sergeant for FY17 through FY21 and then at a rate of \$80,000 per officer and \$90,000 per sergeant for FY22 through FY26. For example, if in FY20 an additional officer were added, the cost reimbursement from the Board to the City would be \$1,300,000 plus \$75,000 for the additional officer. Additions of officers during the fiscal year shall be charged on a prorated basis for that fiscal year then at the full amount starting in the next fiscal year.

5. If the number of personnel is reduced by the Board, the Board has the option, by mutual agreement, of paying on a per officer basis. Under this payment option, the cost schedule is \$75,000 per officer and \$85,000 per sergeant for FY17 through FY21 and \$80,000 per officer and \$90,000 per sergeant for FY22 through FY26. The intent is that the Board has the option to pay the lesser of the fixed, base cost schedule provided in paragraph 3 or the total of the per officer rates. Two examples follow:

Example 1: If in FY 20 the total officers assigned is reduced to two sergeants and 16 officers. The per-officer cost model would be: $[2 \times \$85,000] + [16 \times \$75,000] = \$1,370,000$. The fixed-cost schedule for that fiscal year is \$1,300,000 so the Board would pay the lesser amount of \$1,300,000 from the fixed-cost schedule.

Example 2: If in FY 24 the total officers assigned is reduced to two sergeants and 17 officers. The per-officer cost model would be: $[2 \times \$90,000] + [17 \times \$80,000] = \$1,540,000$. The fixed-cost schedule for that fiscal year is \$1,700,000 so the Board would pay the lesser amount of \$1,540,000 from the per-officer rate schedule.