

INTERNAL AUDIT REPORT

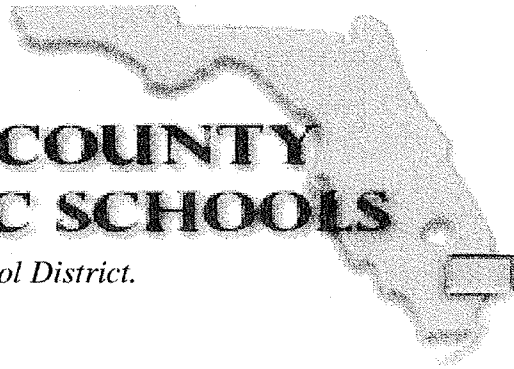
Review of the Resident on Campus Security (ROCS) Program

January 2015



**BROWARD COUNTY
PUBLIC SCHOOLS**

The Nation's Sixth Largest School District.



To be presented to the:

**Audit Committee
On January 22, 2015**

**School Board of Broward County, Florida
On February 18, 2015**



The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Robin Bartleman
Heather P. Brinkworth
Abby M. Freedman
Patricia Good, Chair
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

“The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.”

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities Department at (754) 321-2150 or TDD# (754) 321-2158.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
600 SE 3rd AVENUE • FORT LAUDERDALE, FLORIDA 33301 • TEL 754-321-2400 • FAX 754-321-2719

Office of the Chief Auditor
Patrick Reilly, Chief Auditor
www.browardschools.com

SCHOOL BOARD
DONNA P. KORN, *Chair*
DR. ROSALIND OSGOOD, *Vice Chair*

ROBIN BARTLEMAN
HEATHER P. BRINKWORTH
ABBY M. FRIEDMAN
PATRICIA GOOD
LAURIE RICH LEVINSON
ANN MURRAY
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

January 14, 2015

Members of The School Board of Broward County, Florida
Members of The School Board Audit Committee
Mr. Robert W. Runcie, Superintendent of Schools

Ladies and Gentlemen:

In accordance with the 2014-2015 Audit Plan, we performed a review of the Resident on Campus Security (ROCS) Program. The objectives of this audit were to determine the efficiency and effectiveness of the ROCS program; to analyze the contract agreement between the School Board of Broward County and the ROCS Officers, including deliverables, restrictions and requirements; to perform an analysis of the ROCS Program to identify the rationale of continuing, expanding or terminating the Program; to perform a comparison of incidents between schools that have a ROCS Program vs. schools that do not have a ROCS Program; to determine if having a ROCS Program provides a significant cost savings vs. schools that do not have a ROCS Program; to report recommendations to the administration, as needed.

It is the opinion of the Chief Auditor that the current Resident on Campus Security Program at thirty-two schools that was implemented over thirty years ago to address theft, vandalism and trespassing on the school campuses is not adequately supervised, and operating with an expired lease agreement. Based upon the factors listed below, management should consider phasing-out the ROCS Program or restructuring the Program with a valid agreement containing clear special and general conditions, duties, reporting requirements, adequate monitoring of the program and the implementation of a discounted monthly lease payment fee.

The existing technology of alarm systems and fire alarm systems, along with the implementation of single point of entry, surveillance cameras, BDSPD staff on call and an Alarm Monitoring Unit (AMU) that monitors security alarms at all school sites 24 hours a day, 7 days a week, are key components of the District's security operation. Also, the fact that local Police Departments are consistently dispatched by the AMU when the security alarm is activated (goes off) at a school is an added security procedure. In addition, a comparison of the Incident Report prepared by AMU for a fifteen month period from August 2013 through November 2014, disclosed that there was not a significant difference between the reduction of theft, vandalism and trespassing at the schools that had ROCS Programs versus schools that do not participate in the ROCS Program. Further analysis of the Incident Report for the fifteen month period, disclosed that over 85% of the 703 security alarm activations for all schools were due to staff or maintenance personnel entering a school building without entering an access code or notifying AMU in advance of entering a school building or where an alarm was activated and local Police Departments were dispatched to the school and the outcome was reported as "No Problem Found" at the school. The local Police Departments were dispatched and investigated 91% of the incidents reported at ROCS schools during the fifteen month period. One major observation routinely noted by the ROCS Officers is the failure of the schools' personnel to ensure access gates are locked after school hours. By addressing this issue, the campus security can be improved. The recommendations were discussed with the appropriate administrative staff and their responses are included herein.

This report will be presented to the Audit Committee at its January 22, 2015 meeting and will be presented to the School Board at its February 18, 2015 meeting.

Sincerely,

Patrick Reilly, CPA
Chief Auditor
Office of the Chief Auditor

TABLE OF CONTENTS

PAGE

EXECUTIVE SUMMARY

Scope and Methodology	1
Opinion and Summary of Results	2
Background	3-4

SECTION I: OBSERVATIONS

Observation #1 – Annual Statistical Information Was Not Compiled or Maintained by Management Prior to August 2013	5-8
Observation #2 – The ROCS Program Has Been Operating for Over Five Years with Expired Lease Agreements	9-10
Observation #3 – The ROCS Program Management Did Not Consistently Ensure that ROCS Officers Complied with Terms Outlined in the Agreement	11-17

SECTION II: EXHIBITS

Exhibit A – ROCS Lease Agreement	18-30
Exhibit B – Detailed ROCS Schools Incident Report	31-36
Exhibit C – Incident Report for ROCS Schools	37
Exhibit D – Incident Report for Non-ROCS Schools	38-43

SECTION III: FULL TEXT OF ADMINISTRATIVE RESPONSES

Full Text of Administrative Responses	44
---------------------------------------------	----

EXECUTIVE SUMMARY

Scope and Methodology

This audit was performed at the request of Superintendent Robert Runcie, to review the Resident on Campus Security Program (ROCS) that is managed by the Broward District Schools Police Department (BDSPD). The objectives of our review were:

- to determine the efficiency and effectiveness of the ROCS program;
- to analyze the contract agreement between the School Board of Broward County and the ROCS Officers, including deliverables, restrictions and requirements;
- to perform an analysis of the ROCS Program to identify the rationale of continuing, expanding or terminating the Program;
- to perform a comparison of incidents between schools that have a ROCS Program vs. schools that do not have a ROCS Program;
- to determine if having a ROCS Program provides a significant cost savings vs. schools that do not have a ROCS Program;
- to report recommendations to the administration, if needed.

Our audit was conducted in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States. The above said standards require that we plan and perform the audit to afford a reasonable basis for our judgments and conclusions regarding the function under audit. An audit includes assessments of applicable controls and compliance with the requirements of laws, rules and regulations when necessary to satisfy the audit objectives.

It is our responsibility to perform the review under generally accepted auditing standards and Government Auditing Standards, as well as report on recommendations to improve operations, strengthen internal controls and ensure compliance with the requirements of laws, rules and regulations in matters selected for review. It is administration's responsibility to implement recommendations, to maintain an internal control environment conducive to the safeguarding of District assets and to preserve the District's resources, as well as comply with applicable laws, regulations and School Board policies.

The procedures used to satisfy our objectives in this audit were:

- to review the ROCS Program agreements to determine compliance with contract terms and deliverables;
- to review and compare incident reports for schools with ROCS Programs vs. schools not participating in the ROCS Program;
- to perform site visits of schools having ROCS Officers on campus;
- to gather data from ROCS Officers pertaining to the functions and operations of the ROCS Program;
- to conduct interviews with parties related to the ROCS Program;
- to obtain comparison data from other districts in the State of Florida participating in a similar type program;
- to determine if the ROCS Program agreement provides a return on investment;
- to perform other auditing procedures as deemed necessary.

Opinion, Summary of Results and Recommendations

It is the opinion of the Chief Auditor that the current Resident On Campus Security Program at thirty-two schools that was implemented over thirty years ago to address theft, vandalism and trespassing on the school campuses is not adequately supervised, and operating with an expired lease agreement. Based upon the factors listed below, management should consider phasing-out the ROCS Program or restructuring the Program with a valid agreement containing clear special and general conditions, duties, reporting requirements, adequate monitoring of the program and the implementation of a discounted monthly lease payment fee.

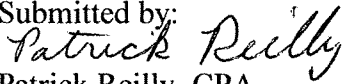
The existing technology of alarm systems and fire alarm systems, along with the implementation of single point of entry, surveillance cameras, BDSPD staff on call and an Alarm Monitoring Unit (AMU) that monitors security alarms at all school sites 24 hours a day, 7 days a week, are key components of the District's security operation. Also, the fact that local Police Departments are consistently dispatched by the AMU when the security alarm is activated (goes off) at a school is an added security procedure. In addition, a comparison of the Incident Report prepared by AMU for a fifteen month period from August 2013 through November 2014, disclosed that there was not a significant difference between the reduction of theft, vandalism and trespassing at the schools that had ROCS Programs versus schools that do not participate in the ROCS Program. Further analysis of the Incident Report for the fifteen month period, disclosed that over 85% of the 703 security alarm activations for all schools were due to staff or maintenance personnel entering a school building without entering an access code or notifying AMU in advance of entering a school building or where an alarm was activated and local Police Departments were dispatched to the school and the outcome was reported as "No Problem Found" at the school. The local Police Departments were dispatched and investigated 91% of the incidents reported at ROCS schools during the fifteen month period. One major observation routinely noted by the ROCS Officers is the failure of the schools' personnel to ensure access gates are locked after school hours. By addressing this issue, the campus security can be improved.

OBSERVATIONS

1. ANNUAL STATISTICAL INFORMATION WAS NOT COMPILED OR MAINTAINED BY MANAGEMENT PRIOR TO AUGUST 2013
2. THE ROCS PROGRAM HAS BEEN OPERATING FOR OVER FIVE YEARS WITH EXPIRED LEASE AGREEMENTS
3. THE ROCS PROGRAM MANAGEMENT DID NOT CONSISTENTLY ENSURE THAT ROCS OFFICERS COMPLIED WITH TERMS OUTLINED IN THE AGREEMENTS

We would like to thank all District personnel who assisted in the completion of this report.

Audit Performed by:
Gerardo Usallan
Robert Goode
Mark Magli

Submitted by:

Patrick Reilly, CPA
Chief Auditor
Office of the Chief Auditor

BACKGROUND

The Resident on Campus Security (ROCS) Program was started in the early 1980's to address theft, vandalism and trespassing on school campuses when schools are not in session.

The ROCS Program consists of thirty-two law enforcement officers from various Police Departments, such as Broward Sheriff's Office, Hollywood Police Department and Florida Highway Patrol, as well as employees of the Broward District Schools Police Department. The ROCS Officers agreed to perform security-related duties in exchange for rent-free locations on school campuses. The ROCS Officers must provide a manufactured mobile home and install the mobile home with tie-downs that conform to State laws and County and Municipal ordinances.

The District provides the location for the mobile home and the site is prepared and completed to receive the ROCS Officer's manufactured mobile home. The District pays for electricity, water, sewage and garbage services for the ROCS Officers' manufactured mobile home at no cost to the ROCS officers. There are only 5 ROCS sites that have a separate electrical meter to capture usage and actual cost.

The District has not placed any new ROCS mobile homes at any school site in nineteen and a half years.

ROCS Officers' duties include responding immediately to the schools' security and fire alarm systems and allowing access to local law enforcement officers and/or Fire Department personnel. Also, ROCS Officers check for breaches in security, such as open doors/windows and unlocked gates, all of which could lead to theft, vandalism and trespassing.

ROCS Officers are required to maintain communication with their Principals and the Broward District Schools Police Department.

The ROCS Program strives to deter theft, vandalism and trespassing at the school sites.

As part of our review, we contacted several school districts that have a ROCS Program. We determined that three school districts are phasing-out their ROCS Programs due to advancements in security and technology and they feel the program is no longer warranted. One school district phased-out the program and increased patrols with their School Police Department. One school district did not have a ROCS Program and two school districts continue to operate a ROCS Program similar to Broward School's ROCS Program.

Currently, the ROCS Program is administered by Broward District Schools Police Department's Chief of Police, Anthony C. Williams. Prior to mid-October, 2014, Major Robert Dinkel, BDSPD, was responsible for administering the ROCS Program. Major Dinkel had been in charge of the ROCS Program for the last five years. The ROCS Program originally was the responsibility of the School Resource Officer Coordinator, who recruited officers and handled applications, screening, interviewing, lease

preparation and completion of lease agreements, met with Principals and ROCS Officers, as well as preparation of the Board Agenda items. The SRO Coordinator no longer exists.

The ROCS Program was based on an annual ROCS contract with the District. The last contract in use for the ROCS Officers expired five years ago. Some ROCS Officers' last contracts expired six years ago. Currently, none of the thirty-two ROCS Officers have a contract with the District. Based upon a directive from the General Counsel's Office, a new contract was never completed. In January 2014, a new contract was being prepared, but was never completed.

As previously mentioned, the ROCS Program is offered to law enforcement officers; however, there has not been a new ROCS mobile home placed at a school site in nineteen and a half years. Three BDSPD employees are ROCS Officers assigned and living on the school campuses in mobile homes.

The BDSPD has an Alarm Monitoring Unit (AMU) that works with ROCS Officers when security alarms are sounded at the school locations. The AMU staff only monitors the Security alarms (also known as intrusion alarms). The fire alarms are not monitored by AMU. The AMU staff monitors all security alarms at school sites 24 hours a day, 7 days a week.

The process of documenting and reporting incidents at all schools including ROCS locations is captured using the FileMaker Pro System. Prior to August 2013, there was no statistical information compiled or maintained on the types of incidents at each ROCS school location. There was no data entry to statistically capture what was occurring at the school sites. District staff are working on creating a database to begin the process of providing data on the number of incidents at each school site, in order to better manage the sites.

SECTION I
OBSERVATIONS

1. ANNUAL STATISTICAL INFORMATION WAS NOT COMPILED OR MAINTAINED BY MANAGEMENT PRIOR TO AUGUST 2013

OBSERVATION

During our review of the ROCS Program, we noted that statistical information regarding responses to theft, vandalism and trespassing at ROCS locations was not maintained prior to the 2013/2014 school year. Beginning in August 2013, the Broward District Schools Police Department's (BDSPD) Alarm Monitoring Unit (AMU) began tracking incidents at all schools. We performed an analysis of the Incident Report prepared by the AMU for the period from August 2013 through November 2014. The following is an analysis of the incidents (activation and response to security alarms) reported by the AMU for the 32 ROCS sites:

There were 77 incidents reported by the AMU for the period reviewed where an alarm was activated at one of the 32 ROCS school campuses (see Exhibits B & C):

- In 56 of the 77 incidents (73%), the ROCS Officers could not be reached by the AMU.
- In 70 of the 77 incidents (91%), the AMU called the Police Department to dispatch an officer to the schools to respond to the security alarm.
- Of the 77 alarm activations, 21 (27%) were the result of District staff entering the building without disarming the security alarm or failing to notify AMU in advance of entering a school building.
- Of the 77 incidents, 47 (61%) were categorized as NPF (No Problem Found) after Police and/or ROCS Officers checked out the school sites.
- Of the 77 incidents, 4 (5%) were the result of a door found to be open.
- Of the 77 incidents, 2 (3%) were categorized as B&E (Breaking and Entering) and resulted in apprehension.
- Of the 77 incidents, 3 (4%) were categorized as a fire alarm.
- There were 14 ROCS schools that had no reported incidents.

In comparison, for the same time period, we reviewed the incident report for the 201 schools that did not have a ROCS Officer on campus. We noted the following (see Exhibit D):

- There were 161 schools that had a total of 626 incidents reported by the AMU.
- Of the 626 alarm activations, 391 (63%) were determined to be NPF (No Problem Found) after Police checked out the school sites.
- Of the 626 alarm activations, 136 (21%) were the result of District staff entering the building without deactivating the security alarm or failing to notify AMU in advance of entering a school building.
- Of the 626 incidents, 39 (6%) were the result of a door found to be open.
- Of the 626 incidents, 52 (8%) were categorized as B&E (Breaking and Entering). We noted that 32 of the 52 (62%) B&E incidents represented only one incident at a school in the fifteen month period.

- Of the 626 incidents, 8 (1%) were categorized as a fire alarm.
- The AMU called the Police Department to dispatch an officer to the schools to respond to the security alarm in 99% of the incidents.
- There were 40 schools (not participating in the ROCS Program) that had no reported incidents.

Per discussion with several ROCS officers, I was told that there was a significant overtime cost savings by having a ROCS Officer on site to respond to call outs, rather than having custodians come in to deal with alarm activations. Their rationale is that when a custodian is called in, per bargaining agreements, the custodian is paid for a mandatory four hours at a cost of approximately \$144. One ROCS Officer stated that there is an average of eight calls per month. According to the ROCS Officer, when a ROCS Officer responds to the AMU call instead of a custodian, it represents an annual savings of \$13,824 for the school (8 calls x 12 months x \$144). A review of one of the interviewed ROCS officer's school site incidents for the fifteen month period reviewed showed only six incidents. The ROCS Officer was not available to respond to any of the six incidents. For the fifteen month period reviewed, no schools (ROCS or non ROCS) averaged eight AMU calls per month. The most AMU calls in the entire fifteen month period at a school site was sixteen, and that was at a non ROCS school. For that particular non ROCS school, twelve of the incidents (75%) were District staff entering the building without disarming the alarm or failing to call AMU in advance of entering the building. Typically, if a local Police Department was dispatched and requested a call out for someone to come to the non-ROCS school, an administrator, rather than a custodian, would go out to the school.

As part of our review, we contacted several school districts that have a ROCS Program. We determined that three school districts are phasing-out their ROCS Programs due to advancements in security and technology and they feel the program is no longer warranted. One school district phased-out the program and increased patrols with their School Police Department. One school district did not have a ROCS Program and two school districts continue to operate a ROCS Program similar to Broward School's ROCS Program.

BACKGROUND

The Resident on Campus Security (ROCS) Program was started in the early 1980's to address theft, vandalism and trespassing on school campuses when schools are not in session.

The ROCS Program consists of thirty-two law enforcement officers from various Police Departments, such as Broward Sheriff's Office, Hollywood Police Department and Florida Highway Patrol, as well as employees of the Broward District Schools Police Department. The ROCS Officers agreed to perform security-related duties in exchange for rent-free locations on school campuses. The ROCS Officers must provide a manufactured mobile home and install the mobile home with tie-downs that conform to State laws and County and Municipal ordinances.

ROCS Officers' duties include responding immediately to the schools' alarm systems and allowing access to local law enforcement officers. Also, ROCS Officers check for breaches in security, such as open doors/windows and unlocked gates, all of which could lead to theft, vandalism and trespassing.

The BDSPD has an Alarm Monitoring Unit (AMU) that works with ROCS Officers when security alarms are sounded at the school locations. The AMU staff only monitors the Security alarms (also known as intrusion alarms). The fire alarms are not monitored by AMU. The AMU staff monitors all security alarms at District sites 24 hours a day, 7 days a week.

The process of documenting and reporting incidents at all schools, including ROCS locations, is captured using the FileMaker Pro System. Prior to August 2013, there was no statistical information maintained on the types of incidents at each ROCS location. There was no data entry to statistically capture what was occurring at the school sites. District staff are working on creating a database to begin the process of providing data on the number of incidents at each school site in order to better manage sites.

Several of the 32 ROCS Officers are not strategically located in the school sites that have higher rates of incidents. Although a new ROCS mobile home has not been placed at a school site in nineteen and a half years, a review of the Incident Reports can assist in identifying the areas where more security controls are needed.

RECOMMENDATION

We recommend that the BDSPD continue to prepare an Incident Report that documents all alarm activations. A more detailed description of the incident, including who responded and the outcome of the incident would enhance the report. The Incident Reports should be sent to all schools bi-annually for administration and/or school security to review. Although statistical information regarding responses to theft, vandalism and trespassing at ROCS locations was not maintained prior to August 2013 and only fifteen months of data was available, we did not see a significant difference in the reduction of theft, vandalism and trespassing at the schools that have ROCS Programs versus schools that do not participate in the ROCS Program. The presence of a ROCS officer on the school campus can be a deterrent to theft, vandalism and trespassing when school is not in session. The existing technology of alarm systems and fire alarm systems, along with the implementation of single point of entry, surveillance cameras, BDSPD staff on call and an Alarm Monitoring Unit (AMU) that monitors security alarms at all school sites 24 hours a day, 7 days a week, are key components of the District's security operation. Additionally, local Police Departments are consistently dispatched by the AMU when the security alarm is activated (goes off) at a school, as an added security procedure. The local Police Departments were dispatched and investigated 91% of the incidents reported at ROCS schools during the fifteen month period. Further analysis of the Incident Report for the fifteen month period disclosed that over 85% of the 703 security alarm activations for all schools were due to staff or maintenance personnel entering a school building without entering an access code or notifying AMU in advance of entering a school building; or where an alarm was activated and local Police Departments were dispatched

to the school and the outcome was reported as “No Problem Found” at the school. Based upon the factors listed above, management should consider phasing-out the ROCS Program or restructuring the Program with a valid agreement containing clear special and general conditions, duties, reporting requirements, adequate monitoring of the program and the implementation of a discounted monthly lease payment fee.

One major observation routinely noted by the ROCS Officers is the failure of the schools’ personnel to ensure access gates are locked after school hours. By addressing this issue, the campus security can be improved.

MANAGEMENT’S RESPONSE (Broward District Schools Police Department)

After review of your audit findings of the ROCS program, which included statistical data, personal interviews, site visits, historical data, crime data, and other information, I agree with the three observations and findings.

Based on your findings, it is clear that the program is not, nor has it been, a benefit to the District. It is my opinion that the facts discovered during your audit speak for themselves and do not justify the continuation of the ROCS program. Therefore, it will be my recommendation to the Superintendent that the program be dissolved.

2. THE ROCS PROGRAM HAS BEEN OPERATING FOR OVER FIVE YEARS WITH EXPIRED LEASE AGREEMENTS

OBSERVATION

During our review of the ROCS Program, we determined that annual agreements between the School Board of Broward County and the ROCS Officers have been allowed to expire. The ROCS Program has been operating for over five years without valid lease agreements. The Lease Agreements between the School Board of Broward County and the ROCS Officers expired over five years ago. In one instance, a lease agreement was never prepared before the ROCS Officer moved in to a mobile home on a school site. We sent surveys to all 32 ROCS Officers. Based on their responses, 22 ROCS Officers believe they have an agreement. The expired agreements contained special conditions, which outlined requirements concerning the actual mobile home specifications and the services, responsibilities and duties of the ROCS Officers. Without a valid agreement, the District, as well as the ROCS Officers cannot properly enforce the requirements and conditions of the agreements. We noted multiple instances of non-compliance with requirements of the agreements that are identified in the report.

BACKGROUND

All 32 ROCS Officers' agreements with the District expired on various dates, with the last agreement in effect expiring in August 2009. The terms of the agreements were for one fiscal year. The agreements basically outlined the requirements for installing the mobile homes that were owned by ROCS Officers. Per the agreements, the School Board specified the location of the mobile home sites and prepared the sites for installation prior to the commencement of lease. The site utilities (electricity, water, sewage and garbage) were brought up to the sites by the District. It was the responsibility of the ROCS Officers to pay for the tie-in connections. The District provides free electricity, water, sewage and garbage for all ROCS mobile homes. The ROCS Officers own the mobile homes; they are required to pay for the moving of their mobile home to the site and they are responsible for the cost of removing the mobile home within 10 days after the end of the agreement, if not renewed by either party. The annual value of the lease agreement to the ROCS Officer is approximately \$10,800, which represents an estimated \$200 of free monthly utilities (electricity, water, sewage and garbage) as well as free monthly land space for the mobile home valued at approximately \$700 per month (based upon prices obtained from local mobile home parks in Broward County).

Other requirements, such as maintaining homeowner's liability insurance (naming the School Board as an additional insured) in an amount not less than \$300,000 per each occurrence are outlined in the agreements. Prior to September 2008, all lease agreements were presented to the School Board for approval.

The agreements outlined specific duties of the ROCS Officers, related to deterring theft, vandalism and trespassing on campuses when schools were not in session. In addition, the agreements require the ROCS Officers to complete monthly reports with daily information of building checks and any campus incidents and submit reports to the Principal and District ROCS liaison.

Per the agreements, upon termination, it is the ROCS Officer's responsibility to remove the mobile home at his/her expense (See Exhibit A).

RECOMMENDATION

We recommend that a new agreement be prepared and signed by the District administration and the ROCS Officers to properly outline the responsibilities and duties of both parties, in order to have a binding agreement with indemnification clauses and to have the ability to enforce all requirements and conditions of the agreement. A new agreement should be implemented, whether the ROCS Program is expanded, continued with the existing 32 ROCS sites, or phased-out. The new agreement should clearly specify how each option would be handled by the District. In addition, the new agreement should include a discounted monthly lease payment fee, payable by the ROCS Officer to the District, in order to provide a fair and equitable exchange of services between both parties. These lease fees could be used to supplement the cost of purchasing and maintaining hi-tech security cameras that could assist the AMU with their security monitoring functions.

MANAGEMENT'S RESPONSE (Broward District Schools Police Department)

After review of your audit findings of the ROCS program, which included statistical data, personal interviews, site visits, historical data, crime data, and other information, I agree with the three observations and findings.

Based on your findings, it is clear that the program is not, nor has it been, a benefit to the District. It is my opinion that the facts discovered during your audit speak for themselves and do not justify the continuation of the ROCS program. Therefore, it will be my recommendation to the Superintendent that the program be dissolved.

3. THE ROCS PROGRAM MANAGEMENT DID NOT CONSISTENTLY ENSURE THAT ROCS OFFICERS COMPLIED WITH TERMS OUTLINED IN THE AGREEMENTS

OBSERVATION

During our review of the ROCS Program, we sent out surveys, performed site visits and/or spoke with ROCS Officers and ROCS Program management and noted the following non-compliance with the ROCS agreements.

ROCS School Site No. 24

At ROCS School Site No. 24, we were told by the school's personnel that a monthly report with daily information of building checks and any campus incidents was not submitted by the ROCS Officer, nor was there weekly communication with the Principal. In addition, the monthly report was not sent to the BDSPD by the ROCS Officer, as required by Article 2 Special Conditions Section 2.29 Monthly Report of the agreement (See Exhibit A).

The school's personnel did not believe that the ROCS Officer was living at the mobile home located on the west side of the school. Subsequently, we visited the mobile home and determined that two individuals were living in the mobile home. One individual stated he was the ROCS Officer's cousin. The other individual stated that they were living there for several months and were paying rent to the ROCS Officer. The ROCS officer's response to our survey listed that only the ROCS officer was living in the mobile home. This arrangement is not in compliance with Article 2 Special Conditions Section 2.02 Occupancy, Section 2.35 Background Screening, Section 2.19 Non-Assignment, Section 2.18 Absence from Premises and Section 3.02 No Third Party Beneficiaries of the agreement (See Exhibit A).

An inspection of the exterior of the mobile home disclosed mold on the rear exterior wall panels, an overgrown backyard area, several cats in a fenced in back area and an open garbage container in front of the mobile home that remained for several days. The condition of the mobile home was not in compliance with Article 2 Special Conditions Section 2.17 Mobile Home Maintenance of the agreement (See Exhibit A).

A review of the Incident Report prepared by the Alarm Monitoring Unit for the available fifteen month period from August 2013 through November 2014, disclosed that the ROCS school site did not have any security alarms go off for that period that required a response by the ROCS Officer (See Exhibit B).

The ROCS Officer reported on the survey sent by our office that there is no current agreement between the ROCS Officer and the SBBC.

ROCS School Site No. 7

At ROCS School Site No. 7, we were told by the school's personnel that a monthly report with daily information of building checks and any campus incidents was not submitted by the ROCS Officer, nor was there weekly communication with the Principal. In addition, the monthly report was not sent to the BDSPD by the ROCS Officer, as required by Article 2 Special Conditions

Section 2.29 Monthly Report of the agreement (See Exhibit A). The ROCS Officer stated he had not sent monthly reports to the BDSPD for several years.

After further discussion with school's personnel, it was determined that the ROCS Officer has not lived at the mobile home located on the north side of the school for several months, but would occasionally come by and pick up his mail. Subsequently, we spoke with the ROCS Officer and he stated he moved to Texas and was in the process of selling the mobile home at the school site. We checked out the mobile home and determined that no one was living in it. During a subsequent conversation with the ROCS Officer, he was attempting to sell the mobile home; however, he did not sell it and has abandoned the mobile home at the school site. Per discussion with the School's Resource Officer at the school, a key to the mobile home was not left with the school. This arrangement is not in compliance with Article 2 Special Conditions Section 2.18 Absence from Premises and Section 2.19 Non-Assignment, Section 2.32 Site Restoration and Section 2.09 Initial and Final Relocation of the agreement (See Exhibit A).

An inspection of the exterior of the mobile home disclosed an overgrown backyard area. An RV camper was parked next to the mobile home that school personnel stated did not belong to the ROCS Officer. The condition of the mobile home was not in compliance with Article 2 Special Conditions Section 2.17 Mobile Home Maintenance of the agreement (See Exhibit A).

A review of the Incident Reports prepared by the Alarm Monitoring Unit for the available fifteen month period from August 2013 through November 2014, disclosed that the ROCS school site did not have any security alarms go off for that period that required a response by the ROCS Officer (See Exhibit B).

The ROCS Officer did not respond to our survey.

ROCS School Site No. 4

At ROCS School Site No. 4, we were told by the ROCS Officer that a monthly report with daily information of building checks and any campus incidents was not submitted to the Principal. Instead, the monthly reports were sent to BDSPD and to a ROCS Officer assigned to a different school. The ROCS Officer stated there was no weekly communication with the Principal and meetings only occurred when incidents were reported. Per review of the BDSPD records, the monthly reports were not consistently sent to management. This arrangement is not in compliance with Article 2 Special Conditions Section 2.29 Monthly Report of the agreement (See Exhibit A).

A review of the Incident Reports prepared by the Alarm Monitoring Unit for the available fifteen month period from August 2013 through November 2014, disclosed that the ROCS school site did not have any security alarms go off for that period that required a response by the ROCS Officer (See Exhibit B).

The ROCS Officer reported on the survey sent by our office that there is a current agreement between the ROCS Officer and the SBBC.

ROCS School Site No. 31

At ROCS School Site No. 31, we were told by the ROCS Officer that a monthly report with daily information of building checks and any campus incidents was not submitted to the Principal. Instead, the monthly reports were sent to BDSPD and to a ROCS Officer assigned to a different school. The ROCS Officer stated there was no weekly communication with the Principal. He stated that on a monthly basis, all communication with the Principal is performed by e-mail. This arrangement is not in compliance with Article 2 Special Conditions Section 2.29 Monthly Report of the agreement (See Exhibit A).

The ROCS Officer reported on the survey sent by our office that the ROCS Program agreement with SBBC expired in 2008.

A review of the Incident Reports prepared by the Alarm Monitoring Unit for the available fifteen month period from August 2013 through November 2014, disclosed that the ROCS school site had three instances where the security alarms went off that required a response by the ROCS Officer. The ROCS Officer responded to all three incidents and reported two incidents as “No Problem Found” and one incident as an opened door that was later secured (See Exhibit B).

ROCS School Site No. 14

The ROCS Officer reported on the survey sent by our office that there is no current agreement between the ROCS Officer and the SBBC.

The monthly report was not sent to the BDSPD by the ROCS Officer, as required by Article 2 Special Conditions Section 2.29 Monthly Report of the agreement (See Exhibit A).

A review of the Incident Reports prepared by the Alarm Monitoring Unit for the available fifteen month period from August 2013 through November 2014, disclosed that the ROCS school site had two instances where the security alarms went off that required a response by the ROCS Officer. The ROCS Officer did not respond to either incident and local Police were dispatched to the school. Both incidents were reported as “Staff or Maintenance Entering Building” without disarming the alarm system or advising AMU that they would be entering the school building. One incident was an opened door that was later secured (See Exhibit B).

ROCS School Site No. 13

The ROCS Officer reported on the survey sent by our office that there is a current agreement between the ROCS Officer and the SBBC; however, no termination date was noted.

At ROCS School Site No. 13, we were told by the ROCS Officer that a monthly report with daily information of building checks and any campus incidents was not submitted to the Principal. Instead the monthly reports were sent to BDSPD. The ROCS Officer stated there was no weekly communication with the Principal and meetings only occurred as needed. This arrangement is not in compliance with Article 2 Special Conditions Section 2.29 Monthly Report of the agreement (See Exhibit A).

A review of the Incident Reports prepared by the Alarm Monitoring Unit for the available fifteen month period from August 2013 through November 2014, disclosed that the ROCS school site did not have any security alarms go off for that period that required a response by the ROCS Officer (See Exhibit B).

ROCS School Site No. 23

At ROCS School Site No. 23, we were told by the school's personnel that a monthly report with daily information of building checks and any campus incidents was not submitted by the ROCS Officer, nor was there weekly communication with the Principal. In addition, the monthly report was not sent to the BDSPD by the ROCS Officer, as required by Article 2 Special Conditions Section 2.29 Monthly Report of the agreement (See Exhibit A).

A review of the Incident Reports prepared by the Alarm Monitoring Unit for the available fifteen month period from August 2013 through November 2014, disclosed that the ROCS school site did not have any security alarms go off for that period that required a response by the ROCS Officer (See Exhibit B).

The ROCS Officer reported on the survey sent by our office that there is a current agreement between the ROCS Officer and the SBBC. The ROCS Officer stated that there was no termination date on the agreement.

ROCS School Site No. 27

At ROCS School Site No. 27, we were told by the ROCS Officer that a monthly report with daily information of building checks and any campus incidents was not submitted to the Principal. Instead, the ROCS Officer stated the monthly reports were sent to BDSPD. Per review of BDSPD's records, there were no monthly reports on file. The ROCS Officer stated there was no weekly communication with the Principal and meetings only occurred as needed. This arrangement is not in compliance with Article 2 Special Conditions Section 2.29 Monthly Report of the agreement (See Exhibit A).

The ROCS Officer reported on the survey sent by our office that there is a current agreement between the ROCS Officer and the SBBC. The ROCS Officer stated that there was no termination date on the agreement.

An inspection of the mobile home disclosed that a wrecked vehicle with one tire missing was parked on the front yard area. This arrangement is not in compliance with Article 2 Special Conditions Section 2.17 Mobile Home Maintenance of the agreement (See Exhibit A).

A review of the Incident Reports prepared by the Alarm Monitoring Unit for the available fifteen month period from August 2013 through November 2014, disclosed that the ROCS school site did not have any security alarms go off for that period that required a response by the ROCS Officer (See Exhibit B).

ROCS School Site No. 12

The ROCS Officer reported on the survey sent by our office that there is no current agreement between the ROCS Officer and the SBBC.

The ROCS Officer at this school is sending the monthly report to the Principal and the BDSPP in compliance with Article 2 Special Conditions Section 2.29 Monthly Report of the agreement (See Exhibit A).

A review of the Incident Reports prepared by the Alarm Monitoring Unit for the available fifteen month period from August 2013 through November 2014, disclosed that the ROCS school site had six instances where the security alarms went off that required a response by the ROCS Officer. The ROCS Officer did not respond to any of the six incidents and local Police were dispatched to the school. A total of five of the incidents were reported as "No Problem Found" and one was reported as "Staff or Maintenance Entering Building" without disarming the alarm system or advising AMU that they would be entering the school building (See Exhibit B).

ROCS School Site No. 17

At ROCS School Site No. 17, we were told by the school's personnel that a monthly report with daily information of building checks and any campus incidents was not submitted by the ROCS Officer, nor was there weekly communication with the Principal. In addition, the monthly reports were not consistently sent to the BDSPP by the ROCS Officer, as required by Article 2 Special Conditions Section 2.29 Monthly Report of the agreement (See Exhibit A).

The ROCS Officer reported on the survey sent by our office that there is a current agreement between the ROCS Officer and the SBBC; however, no termination date was noted.

A review of the Incident Reports prepared by the Alarm Monitoring Unit for the available fifteen month period from August 2013 through November 2014, disclosed that the ROCS school site had six instances where the security alarms went off that required a response by the ROCS Officer. The ROCS Officer did not respond to any of the six incidents and local Police were dispatched to the school. All six incidents were reported as "Staff or Maintenance Entering Building" without disarming the alarm system or advising AMU that they would be entering the school building (See Exhibit B).

Review of ROCS Program Management Records

As part of our review, we requested records maintained at the BDSPP that are to be obtained from each ROCS Officer. The records pertaining to the ROCS Program were not filed by names of ROCS Officers or ROCS school sites. All records were filed in one folder. The records that were provided contained Monthly reports, ROCS Absence notification forms and miscellaneous documents. There were no ROCS agreements available for review, other than agreements we found from prior years' E-Agenda records obtained on-line. There were few documents reviewed that were dated prior to April 2014. Specifically, there was no record of Monthly reports submitted by the ROCS Officers prior to April 2014. There were six ROCS Officers who did not have any

Monthly reports filed with the BDSPD as required by Article 2 Special Conditions Section 2.29 Monthly Report of the agreement (See Exhibit A).

We noted that for 31 of the 32 ROCS Officers' records maintained at the BDSPD, there was no Proof of homeowner's liability insurance naming The School Board of Broward County, Florida as the additional insured in an amount not less than \$300,000, as required by Article 2 Special Conditions Section 2.16 Insurance Requirements of the agreement (See Exhibit A).

BACKGROUND

The ROCS Program consists of thirty-two law enforcement officers from various Police Departments. Although all the ROCS Program agreements are expired (see Observation #2), the ROCS Program Agreement outlines the duties of the ROCS Officers. Specifically, the ROCS Officers agreed to perform security-related duties in exchange for rent-free locations on a school campus including utilities (water, electricity, sewage and garbage). ROCS Officers' duties include responding immediately to the schools' alarm systems and allowing access to local law enforcement officers. Also, ROCS Officers check for breaches in security, such as open doors/windows and unlocked gates, all of which could lead to theft, vandalism and trespassing. The annual value of the lease agreement to each of the ROCS Officers is approximately \$10,800, which represents an estimated \$200 in free monthly utilities (water, electricity, sewage and garbage) as well as free monthly land space for the mobile home valued at approximately \$700 per month (based upon prices obtained from local mobile home parks in Broward County). The ROCS Program value provided to the 32 ROCS Officers annually is approximately \$345,600 [(estimated monthly utilities \$200 + \$700 monthly land space) x 12 months x 32 ROCS sites].

The BDSPD has an Alarm Monitoring Unit (AMU) that works with ROCS Officers when security alarms are sounded at the school locations. The AMU only monitors the Security alarms (also known as intrusion alarms). The fire alarms are not monitored by AMU. The AMU monitors all security alarms at District sites 24 hours a day, seven days a week.

Other requirements, such as maintaining homeowner's liability insurance (naming the School Board as an additional insured) in an amount not less than \$300,000 per each occurrence are outlined in the agreements. Prior to September 2008, all lease agreements were presented to the School Board for approval.

The agreements outlined specific duties of the ROCS Officers, related to deterring theft, vandalism and trespassing on campuses when schools were not in session. In addition, the agreements require the ROCS Officers to complete monthly reports with daily information of building checks and any campus incidents and submit report to the Principal and District ROCS liaison.

Per the agreements, upon termination, it is the ROCS Officer's responsibility to remove the mobile home at his/her expense (See Exhibit A).

RECOMMENDATION

Based upon the factors listed below, management should consider phasing-out the ROCS Program or restructuring the Program with a valid agreement containing clear special and general

conditions, duties, reporting requirements, adequate monitoring of the program and the implementation of a discounted monthly lease payment fee.

Our site visits of ten of the ROCS schools disclosed that nine of the ten ROCS Officers did not provide monthly reports to the Principal or communicate with them on a monthly basis. A total of nine ROCS Officers either did not turn in monthly reports to BDSPD or inconsistently sent the reports to them. One ROCS Officer is no longer living in the mobile home and one ROCS Officer has two unauthorized individuals living in the mobile home. For the fifteen month Incident Report reviewed, there were two ROCS Officers who each received six alarm call outs and one who received two call outs from the AMU, in which none of the ROCS Officers were available to respond to any of the 14 alarm activations (See Exhibit B – Sites 12, 14 & 17).

MANAGEMENT'S RESPONSE (Broward District Schools Police Department)

After review of your audit findings of the ROCS program, which included statistical data, personal interviews, site visits, historical data, crime data, and other information, I agree with the three observations and findings.

Based on your findings, it is clear that the program is not, nor has it been, a benefit to the District. It is my opinion that the facts discovered during your audit speak for themselves and do not justify the continuation of the ROCS program. Therefore, it will be my recommendation to the Superintendent that the program be dissolved.

SECTION II

EXHIBITS

AGREEMENT

THIS AGREEMENT is made and entered into as of this 5th day of August, 2008,
by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

AND

(hereinafter referred to as "Tenant")
whose principal place of business is

WHEREAS, SBBC has established Resident On Campus Security Program (hereinafter referred to as the ROCS Program); and

WHEREAS, SBBC desires to have law enforcement officers participate in the ROCS Program in schools located within Broward County, Florida; and

WHEREAS, It is understood that the ROCS Program is established for the purpose of assisting in the prevention and reduction of crime and trespass upon school grounds and recognize that the ROCS program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1- RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **School Location.** SBBC leases Tenant certain parcel (SITE) for the placement of a Mobile Home at [REDACTED] property owned and operated by SBBC.

2.02 **Occupancy.** The mobile home shall be occupied by Tenant and his/her immediate family (List each occupant and include date of birth and relationship to Tenant):

[REDACTED]

A background check will be conducted by SBBC on all adult occupants eighteen years and older at the Tenants expense.

No other occupants are permitted. Persons not listed above may not stay in the Mobile Home for more than seven (7) consecutive days without written consent from the site location principal, as designated by the SBBC.

2.03 **School Board Employee.** Tenant represents that he is employed by the School Board of Broward County, Florida.

2.04 **Change Of Employment.** Tenant shall notify the SBBC within five (5) days anytime his present employment with the SBBC is changed, including, but not limited to termination, disciplinary action, retirement, or resignation and further consents for the tenant's employer to disclose tenant's employment status at any time during the term of this agreement.

2.05 **Term of Agreement.** The term of the agreement shall begin on the 1st day of July, 2008 and end the 30th day of June, 2009 unless terminated earlier per Section 3.04 of this agreement.

2.06 **Site Location.** SBBC will specify the exact location for the mobile home and the mobile home site will be prepared and completed to receive the Tenant prior to commencement of lease.

2.07 **Site Utilities.** SBBC will install utilities (water, sewage and electricity) to the mobile home site at no cost to Tenant. Cable television and telephone service are not included as utilities provided by SBBC. The Tenant shall be responsible for the installation and fees for cable television service and telephone service.

SBBC will provide electricity, water, sewage and garbage service to the SITE at no cost to Tenant.

SBBC will provide maintenance and repair for water, sewage and electrical lines up to the point of connection to the mobile home.

2.08 **Tenant's Property.** SBBC will not be responsible for any damages and/ or loss of Tenant's personal property including the mobile home.

2.09 **Initial and Final Relocation.** In accordance with Section 2.32, Tenant will pay for and provide for the moving of the mobile home to or from the designated space at the beginning of the lease and within ten (10) days after the end of the lease. If the Tenant fails to remove the mobile home from the designated space at the end of the lease or when the lease is terminated pursuant to Section 3.04 of this Agreement, Tenant agrees that SBBC may remove and store the mobile home at another location. Tenant further agrees to reimburse SBBC for any and all costs and expenses incurred in the removal, relocation and storage of the mobile home after the end of the lease. In the event that Tenant fails to remove the mobile home at the end of the lease, SBBC will be entitled to recover attorney's fees and costs against Tenant in any lawsuit for eviction and/or the recovery of any and all costs and expenses incurred in the relocation, removal and storage of the mobile home. The Tenant further agrees that SBBC shall be entitled to a lien against the mobile home for any such relocation costs, storage fees, collection costs and attorney's fees.

2.10 **Mobile Home Tie-Down.** Tenant will provide tie-downs that conform to State laws and county and municipal ordinances at the time of placement of the mobile home on SBBC property prescribe by the attached tie-down requirement or an equivalent approved by the SBBC Facilities Department.

- 2.11 **Utility Connections.** Tenant will pay for the sewer tie-in connections, inspection of the electrical connection and all fees necessary for the placement of the mobile home on the SBBC property. All electrical, water, and sewer connections shall be completed by licensed contractors.
- 2.12 **Payment of Taxes.** Tenant will abide by and pay all State of Florida requirements regarding mobile home taxes and/or licensing and the proper display of same, while residing on SBBC owned property.
- 2.13 **Mobile Home Ordinance.** Tenant will abide by all municipal and county ordinances governing mobile homes.
- 2.14 **Site Improvements.** Tenant will obtain written permission from SBBC designee, the school principal, Deputy Superintendent of Facilities and Construction Managements and the Director of Safety for any improvements on the site or to the mobile home. Improvements must be permitted through SBBC Building Department.
- 2.15 **Site Inspection.** Tenant will permit inspection of the mobile home site twice annually by SBBC Special Investigative Unit and Safety Department during the term of the agreement and at other times upon reasonable notice.
- 2.16 **Insurance Requirements.** Tenant will keep in full force and effect homeowner's liability insurance naming The School Board of Broward County, Florida as the additional insured in an amount not less than **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** each occurrence and Tenant shall indemnify and hold SBBC harmless from any liability for bodily injury or property damage to guest or other invitees while in the Tenant's mobile home or on SBBC property. Proof of insurance shall be provided to SBBC Risk Management Department within ten (10) days of occupancy for the term of the agreement.
- 2.17 **Mobile Home Maintenance.** Tenant will maintain the mobile home and designated space, together with any improvements thereon, in a clean, orderly and sanitary condition at all times.

- 2.18 **Absence from Premises.** Tenant will inform the Principal, SBBC designee, the monitoring alarm section and district ROCS Liaison in advance of any absence from the premises of more than twenty-four (24) consecutive hours. The failure of Tenant to give such advance notice of absence shall constitute a material breach of this Agreement and may result in termination thereof.
- 2.19 **Non-Assignment.** Tenant will maintain the home as a single family dwelling and will not sublet the mobile home or any part thereof, nor assign this agreement or any of its rights or obligations to any third party.
- 2.20 **Telephone Service.** Tenant will install and maintain in the mobile home a telephone in Tenant's name and will furnish SBBC and the home school site principal the telephone number.
- 2.21 **Reporting Incidents.** . Tenant will report all incidents of vandalism and unlawful entry on the property to the principal/designee and/or police.
- Tenant will assist SBBC in protecting the designated school, school site and contents by immediately notifying the appropriate law enforcement agency and the school principal and districts Security Monitoring Section, of any unlawful acts, or attempts, and to furnish necessary information to them for evidence and possible prosecution of any unlawful acts, or attempts.
- 2.22 **Trespassers.** Tenant will follow procedures established by SBBC for notification of the school principal and local police by any responsible member of Tenant's family in case of suspected trespass.
- 2.23 **Firearms.** Tenant will not display or use any firearms while on School Board property. In the event the Tenant is employed as a certified law enforcement officer with the authority to carry firearms, and use of said firearms by said officer, shall only occur on the School's Premises in carrying in carrying out his official duty as a law enforcement officer, not as the Tenant under this Agreement.
- 2.24 **Commercial Business.** Tenant will not conduct any commercial business from the mobile home.

- 2.25 **Mobile Home Ownership.** Tenant will maintain ownership of mobile home as Tenant at the site location.
- 2.26 **Alarm Response.** Tenant shall be the first callout when the security alarm is sounded and will open the fence locks for the police; checking and / or securing all doors and windows; reporting unlocked doors/windows to principal or designee.
- 2.27 **Vehicle Reports.** Tenant will report all unauthorized vehicles on the property to the principal / designee and / or police.
- 2.28 **Unauthorized Persons.** Tenant will report all unauthorized persons on the property to the principal / designee and / or police.
- 2.29 **Monthly Report.** Tenant will complete the monthly report with daily information of building checks and any campus incidents and submit report to principal and district ROCS Liaison. In addition to the monthly report, the Tenant will communicate weekly with the principal. This contact can be made in person, by telephone or in writing as agreed upon by the principal and Tenant.
- 2.30 **Additional Duties.** Tenant will perform other security duties as the principal / designee may direct.
- 2.31 **Non-Assumption of Costs and Liability.** SBBC will not incur costs beyond those stated in this Agreement. SBBC does not accept any responsibility or liability for actions taken by the Tenant and the Tenant shall hold the SBBC harmless for any claim arising out of the tenancy.
- 2.32 **Site Restoration.** Upon termination of this agreement, Tenant shall cause the mobile home to be removed within ten (10) days and the area to be restored to its original condition at the expense of the Tenant.

Upon the failure of Tenant to remove the mobile home within ten (10) days, the SBBC is hereby authorized to remove the mobile home and place it in a storage area. Tenant agrees to be responsible for any and all costs related to removal and for reasonable storage costs. Tenant agrees that if these costs are not paid, SBBC shall have a lien against the mobile home.

2.33 **Vacating Premises.** Upon termination, Tenant understands he will no longer be permitted to reside on premises after the ten (10) day period for removal expires.

2.34 **Indemnification.**

- (a) **By SBBC** SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (b) **By Tenant;** Tenant agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Tenant, its agents, servants or employees; the equipment of Tenant, its agents, servants or employees while such equipment is on the premises owned or controlled by SBBC; or the negligence of Tenant or the negligence of Tenant's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Tenant, SBBC or otherwise.

2.35 **Background Screening.** Tenant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This screening will be conducted by SBBC. The parties agree that the failure of Tenant to perform any of the duties described in this section shall constitute a material breach of this Agreement, entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Tenant agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Tenant's failure to comply with the requirements of this Section or Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 - GENERAL CONDITIONS

- 3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.
- 3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- 3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 3.04 **Termination.** This Agreement may be canceled by either party without cause during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement. However, termination for cause shall be effective within three (3) days of delivery of written notice of termination.
- 3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

- 3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

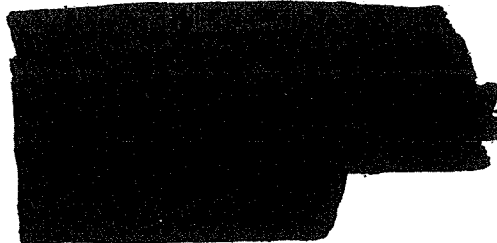
- 3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. No assignment of Tenant's interest to anyone other than a certified law enforcement officer will be considered by SBBC. There shall be no partial assignments of the Agreement.
- 3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of GOD, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- 3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
- 3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Joe Melita, Executive Director
Professional Standards
and Special Investigative Unit
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 355
Sunrise, Florida 33351

To Tenant:



With a Copy to: Deputy Superintendent, Facilities &
Construction Management-Hortt Complex
1700 SW 14th Court
Ft. Lauderdale, FL 33312

3.18 **Captions.** The captions, sections numbers, article numbers, title and heading appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.


3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he has full legal power to execute this Agreement on behalf of the party for whom he is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

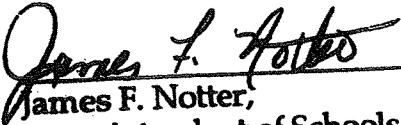
FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Robin Bartleman, Chair

ATTEST:


James F. Notter,
Superintendent of Schools

Approved as to Form:


School Board Attorney

FOR TENANT

[Redacted]
Witness

[Redacted]
Tenant's Signature

[Redacted]
Tenant's Printed Name

Witness

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by [Redacted] Insert Name
Who is personally known to me or who produced Drivers License as

Identification and who did/did not first take an oath this 4th day of June

2008.

My Commission Expires: 3/24/12

[Redacted]
Signature - Notary Public

[Redacted]
Notary's Printed Name

[Redacted]
Notary's Commission No.

(SEAL)



Detailed ROCS Schools Incident Report For The Period August 2013 Through November 2014

Description	Incident Date	Day & Time	Did ROCS Officer Respond to Incident?		Was Police Department Called & Dispatched by BDSFPD Alarm Monitoring Unit?			Outcome	Comments by BDSFPD Alarm Monitoring Unit Responding to Intrusion Alarm
			Yes	No	Yes	No	N/A		
ROCS School Site No. 1	N/A	N/A					✓	N/A	
ROCS School Site No. 2	N/A	N/A					✓	N/A	
ROCS School Site No. 3	09/07/2014	Sat 6:28 pm						No Problem Found	ROCS Officer did not answer call.
ROCS School Site No. 3	11/02/2014	Sat 5:45 pm			✓			No Problem Found	ROCS Officer not on campus. Left message.
ROCS School Site No. 3	Total 2								
ROCS School Site No. 4	N/A	N/A					✓	N/A	
ROCS School Site No. 5	N/A	N/A					✓	N/A	
ROCS School Site No. 6	05/21/2014	Weds 4:38 am	✓					Staff or Maintenance Entered Building	Left Message with ROCS. ROCS Officer called 21 minutes later. Cancelled Police dispatched.
ROCS School Site No. 6	06/22/2014	Sun 3:47 pm			✓			No Problem Found	Left Message with ROCS. No response. Police dispatched.
ROCS School Site No. 6	Total 2								
ROCS School Site No. 7	N/A	N/A					✓	N/A	
ROCS School Site No. 8	N/A	N/A					✓	N/A	
ROCS School Site No. 9	01/19/2014	Weds 8:30 pm	✓					Door Open	ROCS not at school. Police dispatched. 27 minutes later, ROCS met with police. Open door found; 2 kids taken to parents for trespassing.
ROCS School Site No. 9	Total 1								
ROCS School Site No. 10	06/07/2014	Sat 4:41 pm			✓			Staff or Maintenance Entered Building	Called ROCS. Not there. Police dispatched. Police cleared. School band was there.
ROCS School Site No. 10	08/17/2014	Tues 12:33 am			✓			Door Open	Dispatched police. Callout at school. Double doors secured.
ROCS School Site No. 10	Total 2								
ROCS School Site No. 11	12/08/2013	Fri 5:20 am					✓	No Problem Found	Called ROCS. No answer. No further alarm.
ROCS School Site No. 11	02/01/2014	Sat 7:40 pm	✓				✓	Coach in Building	Called ROCS. He advised that coach still in building.
ROCS School Site No. 11	02/09/2014	Sat 6:21 am	✓					No Problem Found	Police dispatched
ROCS School Site No. 11	03/30/2014	Sun 12:21 pm			✓			Coach in Building	Police dispatched. Police cleared.
ROCS School Site No. 11	04/27/2014	Sun 4:53 pm			✓			Staff or Maintenance Entered Building	Police dispatched. ROCS out of town. ROCS returned. Verified coach in building.

In compliance with Florida Statute 119.071, the names of the school sites are not listed for confidentiality purposes; therefore, a number was assigned to each school site.

Detailed ROCS Schools Incident Report For The Period August 2013 Through November 2014

Description	Incident Date	Day & Time	Did ROCS Officer Respond to Incident?		Was Police Department Called & Dispatched by BDSPD Alarm Monitoring Unit?			Outcome	Comments by BDSPD Alarm Monitoring Unit Responding to Intrusion Alarm
			Yes	No	N/A	Yes	No		
ROCS School Site No. 11	05/26/2014	Mon 7:35 pm	✓			✓		No Problem Found	Police dispatched. Left message with ROCS. Police requested callout. Area cleared.
ROCS School Site No. 11	09/07/2014	Sun 10:12 am	✓			✓		Staff or Maintenance Entered Building	ROCS out of town. Police dispatched. Cleared issue.
ROCS School Site No. 11	Total 7								
ROCS School Site No. 12	08/08/2013	Thurs 10:08 am	✓			✓		No Problem Found	Police dispatched. Head custodian called. Verified coach inside building.
ROCS School Site No. 12	09/05/2013	Thurs 9:15 am	✓			✓		No Problem Found	Police dispatched. Head custodian called. Verified coach inside building.
ROCS School Site No. 12	01/27/2014	Mon 11:48 pm	✓			✓		Staff or Maintenance Entered Building	Called ROCS. ROCS on detail. Police dispatched. Maintenance found in building.
ROCS School Site No. 12	05/11/2014	Sun 1:24 pm	✓			✓		No Problem Found	Called ROCS. Left Message. Police dispatched.
ROCS School Site No. 12	06/01/2014	Sun 11:50 am	✓			✓		No Problem Found	Called ROCS. Left Message. Police dispatched. Police cleared issue.
ROCS School Site No. 12	07/28/2014	Mon 11:02 pm	✓			✓		Fire Department	Called ROCS. ROCS at work. Leaving. ROCS can meet Police.
ROCS School Site No. 12	Total 6								
ROCS School Site No. 13	N/A	N/A		✓			✓	N/A	N/A
ROCS School Site No. 14	08/26/2013	Mon 8:58 pm	✓			✓		Staff or Maintenance Entered Building	Police dispatched. Head custodian cleared with Police.
ROCS School Site No. 14	07/20/2014	Sun 11:17 am	✓			✓		Staff or Maintenance Entered Building	Police dispatched. Advised Police that building disarmed by code.
ROCS School Site No. 14	Total 2								
ROCS School Site No. 15	12/29/2013	Sun 2:25 am	✓			✓		No Problem Found	Called ROCS. Left message. Police dispatched.
ROCS School Site No. 15	06/13/2014	Fri 3:37 pm	✓			✓		No Problem Found	ROCS out of town. Police dispatched.
ROCS School Site No. 15	07/26/2014	Sat 7:06 pm	✓			✓		No Problem Found	Police dispatched. ROCS met with Police.
ROCS School Site No. 15	08/13/2014	Weds 6:16 pm	✓			✓		Staff or Maintenance Entered Building	Left message with ROCS. Police dispatched. ROCS called back. Met with Police Department.
ROCS School Site No. 15	Total 4								

Detailed ROCS Schools Incident Report For The Period August 2013 Through November 2014

Description	Incident Date	Day & Time	Did ROCS Officer Respond to Incident?		Was Police Department Called & Dispatched by BDSFD Alarm Monitoring Unit?			Outcome	Comments by BDSFD Alarm Monitoring Unit Responding to Intrusion Alarm
			Yes	No	N/A	Yes	No		
ROCS School Site No. 16	08/18/2013	Sun 4:16 am	✓			✓		No Problem Found	
ROCS School Site No. 16	12/23/2013	Mon 6:09 am	✓			✓		No Problem Found	ROCS will check. Cleared.
ROCS School Site No. 16	02/01/2014	Sat 6:08 am	✓			✓		Staff or Maintenance Entered Building	ROCS checked. ROTC in building.
ROCS School Site No. 16	09/30/2014	Tues 12:14 am	✓			✓		No Problem Found	Police dispatched. Found open door. Secured.
ROCS School Site No. 16	11/27/2013	Weds 4:01 am	✓			✓		No Problem Found	Police dispatched. Cleared issue.
ROCS School Site No. 16	04/13/2014	Sun 3:58 pm	✓			✓		No Problem Found	Called ROCS. Left message. ROCS called back; will meet with Police. ROCS cleared item; cancelled dispatch.
ROCS School Site No. 16	Total 6								
ROCS School Site No. 17	09/01/2013	Sun 4:24 pm	✓			✓		Staff or Maintenance Entered Building	Left message with ROCS. Police dispatched. District Maintenance called. He forgot to call before entering building. Cancelled dispatch.
ROCS School Site No. 17	09/07/2013	Sat 8:03 am	✓			✓		No Problem Found	Called ROCS. Left message. Police dispatched. Saturday detention held.
ROCS School Site No. 17	09/07/2013	Sat 10:52 pm	✓			✓		Staff or Maintenance Entered Building	Called ROCS. Out of town. Police dispatched. Cleared issue.
ROCS School Site No. 17	11/23/2013	Sat 8:30 am	✓			✓		Staff or Maintenance Entered Building	ROCS out of town. Police dispatched. Police confirmed Saturday school in session.
ROCS School Site No. 17	02/15/2014	Sat 10:34 am	✓			✓		Staff or Maintenance Entered Building	Called ROCS. Left message. Police dispatched. Employee and students on campus.
ROCS School Site No. 17	08/01/2014	Fri 8:50 am	✓			✓		Staff or Maintenance Entered Building	Police dispatched. Cleared issue; Saturday classes.
ROCS School Site No. 17	Total 6								
ROCS School Site No. 18	08/29/2013	Thurs 2:30 am	✓			✓		No Problem Found	Called ROCS. Left message. Police dispatched. Item cleared.
ROCS School Site No. 18	10/08/2014	Weds 4:34 am	✓			✓		No Problem Found	Police dispatched. Cleared issue.
ROCS School Site No. 18	Total 2								
ROCS School Site No. 19	N/A	N/A		✓				N/A	N/A
ROCS School Site No. 20	N/A	N/A		✓				N/A	N/A

Detailed ROCS Schools Incident Report For The Period August 2013 Through November 2014

Description	Incident Date	Day & Time	Did ROCS Officer Respond to Incident?		Was Police Department Called & Dispatched by BDSPD Alarm Monitoring Unit?			Outcome	Comments by BDSPD Alarm Monitoring Unit Responding to Intrusion Alarm
			Yes	No	N/A	Yes	No		
ROCS School Site No. 21	12/15/2013	Sun 12:39 pm		✓			✓		
ROCS School Site No. 21	12/17/2013	Tues 1:50 am	✓				✓		Called ROCS. Police dispatched. ROCS checked with canine unit. Item cleared.
ROCS School Site No. 21	Total 2								
ROCS School Site No. 22	08/06/2013	Tues 7:42 pm	✓				✓		Police dispatched. Item cleared.
ROCS School Site No. 22	09/30/2014	Tues 12:56 am	✓				✓		Police dispatched. ROCS checked. Item cleared.
ROCS School Site No. 22	Total 2								
ROCS School Site No. 23	N/A	N/A		✓				✓	N/A
ROCS School Site No. 24	N/A	N/A		✓				✓	N/A
ROCS School Site No. 25	N/A	N/A		✓				✓	N/A
ROCS School Site No. 26	N/A	N/A		✓				✓	N/A
ROCS School Site No. 27	N/A	N/A		✓				✓	N/A
ROCS School Site No. 28	08/05/2013	Mon 3:45 am		✓			✓		Police dispatched. Alarm disarmed. Cancelled police.
ROCS School Site No. 28	10/27/2013	Sun 10:13 am		✓			✓		Police dispatched. No further information.
ROCS School Site No. 28	06/07/2014	Sat 5:39 pm		✓			✓		Police dispatched. Per Fire Department, need PPO.
ROCS School Site No. 28	07/12/2014	Sat 8:00 pm		✓			✓		Called ROCS. Left message. ROCS not available. Police dispatched.
ROCS School Site No. 28	10/11/2014	Sat 8:34 am		✓			✓		ROCS not available. Police dispatched. Band Director did not know she was supposed to call. Alarm disarmed.
ROCS School Site No. 28	Total 5								
ROCS School Site No. 29	08/12/2013	Mon 9:58 pm		✓			✓		Police dispatched.
ROCS School Site No. 29	09/14/2013	Sat 1:16 pm		✓			✓		Police dispatched. Police requested callout. Baseball game at school. Someone entered building.
ROCS School Site No. 29	12/07/2013	Sat 3:30 pm		✓			✓		Called ROCS. Left message. Police dispatched. Cheerleading group at school.
ROCS School Site No. 29	01/20/2014	Mon 9:43 am		✓			✓		Called ROCS. Left message. Police dispatched. Per Police, area secured.

Detailed ROCS Schools Incident Report For The Period August 2013 Through November 2014

Description	Incident Date	Day & Time	Did ROCS Officer Respond to Incident?		Was Police Department Called & Dispatched by BDSPP Alarm Monitoring Unit?			Outcome	Comments by BDSPP Alarm Monitoring Unit Responding to Intrusion Alarm
			Yes	No	N/A	Yes	No		
ROCS School Site No. 29	02/07/2014	Fri 12:20 am		✓			✓		Called ROCS. No answer. Police dispatched.
ROCS School Site No. 29	08/12/2014	Tues 8:13 pm	✓				✓		Called ROCS. Left message. Police dispatched. ROCS called back. Met with Police. Area cleared.
ROCS School Site No. 29	08/23/2014	Sat 5:34 pm		✓			✓		Called ROCS. Left message. Person from school secured doors and gate.
ROCS School Site No. 29	10/12/2014		✓				✓		Police dispatched. ROCS triggered alarm. ROCS met with police. Cleared issue.
ROCS School Site No. 29	Total 8								
ROCS School Site No. 30	09/27/2013	Fri 10:44 pm		✓			✓		Police dispatched.
ROCS School Site No. 30	04/19/2014	Sat 2:44 am	✓				✓		ROCS stated he dispatched Police also. Breaking and Entering. Called for broken window repair.
ROCS School Site No. 30	06/10/2014	Tues 6:49 pm		✓			✓		Called ROCS. ROCS not working close by. Police dispatched.
ROCS School Site No. 30	06/18/2014	Weds 5:06 am		✓			✓		Called ROCS. Left message. Police dispatched. Cleared issue.
ROCS School Site No. 30	09/06/2014	Sat 10:12 am		✓			✓		Called ROCS. ROCS at meeting in Davie. Police dispatched. Cleared issue.
ROCS School Site No. 30	Total 5								
ROCS School Site No. 31	10/19/2013	Sat 4:50 am	✓				✓		Police dispatched. Called ROCS. ROCS met with Police. Open door to building #5 secured.
ROCS School Site No. 31	01/11/2014	Sat 5:04 am	✓				✓		ROCS called. Cleared issue.
ROCS School Site No. 31	01/11/2014	Sat 6:15 am	✓				✓		ROCS called. Cleared issue.
ROCS School Site No. 31	Total 3								
ROCS School Site No. 32	08/15/2013	Thurs 3:40 am		✓			✓		Called ROCS. Left message. Police dispatched. Cleared issue.
ROCS School Site No. 32	10/07/2013	Mon 11:33 pm		✓			✓		Called ROCS. Out of town. Police dispatched.
ROCS School Site No. 32	10/26/2013	Sat 12:30 pm		✓			✓		Called ROCS. ROCS working. Unable to respond. Police dispatched. Cleared issue.
ROCS School Site No. 32	12/21/2013	Sat 9:03 pm	✓				✓		Called ROCS. ROCS checked. Audible fire alarm. Fire Department at site.

Detailed ROCS Schools Incident Report For The Period August 2013 Through November 2014

Description	Incident Date	Day & Time	Did ROCS Officer Respond to Incident?		Was Police Department Called & Dispatched by BDSPD Alarm Monitoring Unit?			Outcome	Comments by BDSPD Alarm Monitoring Unit Responding to Intrusion Alarm
			Yes	No	N/A	Yes	No		
ROCS School Site No. 32	12/31/2013	Tues 10:16 pm		✓			✓		Called ROCS. Left message. Police dispatched. ROCS in Tampa. Sister at home with key if needed by Police.
ROCS School Site No. 32	01/18/2014	Sat 9:05 pm		✓			✓		Called ROCS. Left message. Police dispatched. Per Police, issue cleared.
ROCS School Site No. 32	06/28/2014	Sat 3:37 pm		✓			✓		Called ROCS. Left message. Police dispatched. Per Police, issue cleared.
ROCS School Site No. 32	08/23/2014	Sat 5:52 am	✓				✓		Called ROCS. Left message. Police dispatched. Cleared issue.
ROCS School Site No. 32	08/24/2014	Sun 11:27 am	✓				✓		Called ROCS. Left message. Police dispatched. ROCS called. Met with Police. Lights on. Cleared issue.
ROCS School Site No. 32	10/20/2014	Mon 12:49 am	✓				✓		Called ROCS. Police dispatched. Called ROCS again 20 minutes later. ROCS met with Police. Cleared issue.
ROCS School Site No. 32	12/18/2013	Weds 12:11 am		✓			✓		Police dispatched.
ROCS School Site No. 32	06/07/2014	Sat 1:29 pm		✓			✓		Police dispatched.
ROCS School Site No. 32	Total 12		21	56	14	7	70	14	
Total									

Incident Report for ROCS Schools for the Period August 2013 through November 2014

Item No.	Description	Incidents		Number of Incidents	No Problems Found	Staff or Maintenance	Door Open	Breaking & Entering	Fire Alarm Sounded
		Yes	No						
1	ROCS School Site No. 1		✓						
2	ROCS School Site No. 2		✓						
3	ROCS School Site No. 3	✓		2	2				
4	ROCS School Site No. 4		✓						
5	ROCS School Site No. 5		✓						
6	ROCS School Site No. 6	✓		2	1	1			
7	ROCS School Site No. 7		✓						
8	ROCS School Site No. 8		✓						
9	ROCS School Site No. 9	✓		1			1		
10	ROCS School Site No. 10	✓		2		1	1		
11	ROCS School Site No. 11	✓		7	3	4			
12	ROCS School Site No. 12	✓		6	4	1			1
13	ROCS School Site No. 13		✓						
14	ROCS School Site No. 14	✓		2		2			
15	ROCS School Site No. 15	✓		4	3	1			
16	ROCS School Site No. 16	✓		6	5	1			
17	ROCS School Site No. 17	✓		6	1	5			
18	ROCS School Site No. 18	✓		2	2				
19	ROCS School Site No. 19		✓						
20	ROCS School Site No. 20		✓						
21	ROCS School Site No. 21	✓		2	2				
22	ROCS School Site No. 22	✓		2	2				
23	ROCS School Site No. 23		✓						
24	ROCS School Site No. 24		✓						
25	ROCS School Site No. 25		✓						
26	ROCS School Site No. 26		✓						
27	ROCS School Site No. 27		✓						
28	ROCS School Site No. 28	✓		5	1	2		1	1
29	ROCS School Site No. 29	✓		8	3	3	2		
30	ROCS School Site No. 30	✓		5	4				1
31	ROCS School Site No. 31	✓		3	3			1	
32	ROCS School Site No. 32	✓		12	11				
	TOTAL	18	14	77	47	21	4	2	3

Incident Report for NON-ROCS Schools for the Period August 2013 through November 2014										
Item No.	Description	Incidents		Number of Incidents	No Problems Found	Staff or Maintenance	Door Open	Breaking & Entering	Fire Alarm Sounded	
		Yes	No							
1	Non-ROCS School Site No. 33	✓		11	6	5				
2	Non-ROCS School Site No. 34	✓		2		1		1		
3	Non-ROCS School Site No. 35	✓		1				1		
4	Non-ROCS School Site No. 36		✓	0						
5	Non-ROCS School Site No. 37	✓		3		2		1		
6	Non-ROCS School Site No. 38	✓		2	1		1			
7	Non-ROCS School Site No. 39		✓	0						
8	Non-ROCS School Site No. 40		✓	0						
9	Non-ROCS School Site No. 41		✓	0						
10	Non-ROCS School Site No. 42	✓		4	2			2		
11	Non-ROCS School Site No. 43	✓		5	3	1		1		
12	Non-ROCS School Site No. 44	✓		1	1					
13	Non-ROCS School Site No. 45	✓		4	1			3		
14	Non-ROCS School Site No. 46	✓		5	2	1	2			
15	Non-ROCS School Site No. 47	✓		1	1					
16	Non-ROCS School Site No. 48	✓		1	1					
17	Non-ROCS School Site No. 49	✓		4	2	1	1			
18	Non-ROCS School Site No. 50	✓		2	2					
19	Non-ROCS School Site No. 51	✓		1	1					
20	Non-ROCS School Site No. 52		✓	0						
21	Non-ROCS School Site No. 53	✓		11	3	8				
22	Non-ROCS School Site No. 54	✓		3	2		1			
23	Non-ROCS School Site No. 55	✓		1				1		
24	Non-ROCS School Site No. 56	✓		2	1	1				
25	Non-ROCS School Site No. 57	✓		3	1	1	1			
26	Non-ROCS School Site No. 58	✓		3	1	2				
27	Non-ROCS School Site No. 59	✓		4	3		1			
28	Non-ROCS School Site No. 60	✓		1				1		
29	Non-ROCS School Site No. 61	✓		10	3	7				
30	Non-ROCS School Site No. 62	✓		1	1					
31	Non-ROCS School Site No. 63		✓	0						
32	Non-ROCS School Site No. 64	✓		2	1	1				
33	Non-ROCS School Site No. 65		✓	0						
34	Non-ROCS School Site No. 66		✓	0						
35	Non-ROCS School Site No. 67	✓		6	2			4		

In compliance with Florida Statute 119.071, the names of the school sites are not listed for confidentiality purposes; therefore, a number was assigned to each school site.

Incident Report for NON-ROCS Schools for the Period August 2013 through November 2014

Item No.	Description	Incidents		Number of Incidents	No Problems Found	Staff or Maintenance	Door Open	Breaking & Entering	Fire Alarm Sounded
		Yes	No						
36	Non-ROCS School Site No. 68	✓		2	1			1	
37	Non-ROCS School Site No. 69	✓		15	11	3		1	
38	Non-ROCS School Site No. 70	✓		1	1				
39	Non-ROCS School Site No. 71		✓	0					
40	Non-ROCS School Site No. 72	✓		4	3	1			
41	Non-ROCS School Site No. 73	✓		2	2				
42	Non-ROCS School Site No. 74		✓	0					
43	Non-ROCS School Site No. 75	✓		3	2	1			
44	Non-ROCS School Site No. 76		✓	0					
45	Non-ROCS School Site No. 77	✓		3	3				
46	Non-ROCS School Site No. 78	✓		13	7	4		2	
47	Non-ROCS School Site No. 79	✓		4	2	1	1		
48	Non-ROCS School Site No. 80	✓		5	3	1		1	
49	Non-ROCS School Site No. 81	✓		1	1				
50	Non-ROCS School Site No. 82	✓		16	8	4	1	2	1
51	Non-ROCS School Site No. 83	✓		5	5				
52	Non-ROCS School Site No. 84	✓		2		2			
53	Non-ROCS School Site No. 85		✓	0					
54	Non-ROCS School Site No. 86	✓		3	3				
55	Non-ROCS School Site No. 87	✓		2	2				
56	Non-ROCS School Site No. 88	✓		6	4			2	
57	Non-ROCS School Site No. 89	✓		1		1			
58	Non-ROCS School Site No. 90	✓		4	4				
59	Non-ROCS School Site No. 91		✓	0					
60	Non-ROCS School Site No. 92	✓		1				1	
61	Non-ROCS School Site No. 93	✓		15	9	3	2	1	
62	Non-ROCS School Site No. 94		✓	0					
63	Non-ROCS School Site No. 95	✓		2	1	1			
64	Non-ROCS School Site No. 96		✓	0					
65	Non-ROCS School Site No. 97	✓		11	8	3			
66	Non-ROCS School Site No. 98		✓	0					
67	Non-ROCS School Site No. 99	✓		2		2			
68	Non-ROCS School Site No. 100	✓		2	1	1			
69	Non-ROCS School Site No. 101	✓		13	8	5			
70	Non-ROCS School Site No. 102	✓		2	2				

Incident Report for NON-ROCS Schools for the Period August 2013 through November 2014

Item No.	Description	Incidents		Number of Incidents	No Problems Found	Staff or Maintenance	Door Open	Breaking & Entering	Fire Alarm Sounded
		Yes	No						
71	Non-ROCS School Site No. 103	✓		6	2	2	1	1	
72	Non-ROCS School Site No. 104	✓		1			1		
73	Non-ROCS School Site No. 105	✓		3	2	1			
74	Non-ROCS School Site No. 106	✓		1	1				
75	Non-ROCS School Site No. 107		✓	0					
76	Non-ROCS School Site No. 108	✓		4	3	1			
77	Non-ROCS School Site No. 109	✓		3	2	1			
78	Non-ROCS School Site No. 110	✓		1	1				
79	Non-ROCS School Site No. 111	✓		4	4				
80	Non-ROCS School Site No. 112	✓		3	1	2			
81	Non-ROCS School Site No. 113	✓		3	3				
82	Non-ROCS School Site No. 114	✓		3	2	1			
83	Non-ROCS School Site No. 115		✓	0					
84	Non-ROCS School Site No. 116		✓	0					
85	Non-ROCS School Site No. 117		✓	0					
86	Non-ROCS School Site No. 118	✓		3	3				
87	Non-ROCS School Site No. 119	✓		2	1				1
88	Non-ROCS School Site No. 120	✓		1	1				1
89	Non-ROCS School Site No. 121	✓		8	7				
90	Non-ROCS School Site No. 122	✓		1	1				
91	Non-ROCS School Site No. 123	✓		2	1	1			
92	Non-ROCS School Site No. 124	✓		2	1		1		
93	Non-ROCS School Site No. 125	✓		9	2	7			
94	Non-ROCS School Site No. 126	✓		5	2	1	2		
95	Non-ROCS School Site No. 127	✓		5	2			3	
96	Non-ROCS School Site No. 128	✓		3	3				
97	Non-ROCS School Site No. 129		✓	0					
98	Non-ROCS School Site No. 130	✓		1	1				
99	Non-ROCS School Site No. 131	✓		8	6	1		1	
100	Non-ROCS School Site No. 132	✓		3	1	1			1
101	Non-ROCS School Site No. 133	✓		2	1			1	
102	Non-ROCS School Site No. 134		✓	0					
103	Non-ROCS School Site No. 135	✓		1				1	
104	Non-ROCS School Site No. 136	✓		4	2				2
105	Non-ROCS School Site No. 137	✓		1	1				

Incident Report for NON-ROCS Schools for the Period August 2013 through November 2014

Item No.	Description	Incidents		Number of Incidents	No Problems Found	Staff or Maintenance	Door Open	Breaking & Entering	Fire Alarm Sounded
		Yes	No						
106	Non-ROCS School Site No. 138	✓		5	5				
107	Non-ROCS School Site No. 139	✓		1	1				
108	Non-ROCS School Site No. 140	✓		7	5		1	1	
109	Non-ROCS School Site No. 141	✓		7	4	1		1	1
110	Non-ROCS School Site No. 142	✓		6	2	2	2		
111	Non-ROCS School Site No. 143	✓		8	6	2			
112	Non-ROCS School Site No. 144	✓		5	2	3			
113	Non-ROCS School Site No. 145		✓	0					
114	Non-ROCS School Site No. 146	✓		6	3	1	1	1	
115	Non-ROCS School Site No. 147		✓	0					
116	Non-ROCS School Site No. 148		✓	0					
117	Non-ROCS School Site No. 149	✓		4	3			1	
118	Non-ROCS School Site No. 150	✓		3	2			1	
119	Non-ROCS School Site No. 151	✓		2	1			1	
120	Non-ROCS School Site No. 152	✓		1	1				
121	Non-ROCS School Site No. 153	✓		2	1	1			
122	Non-ROCS School Site No. 154	✓		2	1	1			
123	Non-ROCS School Site No. 155	✓		3	3				
124	Non-ROCS School Site No. 156	✓		6	3	1	1	1	
125	Non-ROCS School Site No. 157		✓	0					
126	Non-ROCS School Site No. 158	✓		1	1				
127	Non-ROCS School Site No. 159	✓		1	1				
128	Non-ROCS School Site No. 160	✓		4	4				
129	Non-ROCS School Site No. 161		✓	0					
130	Non-ROCS School Site No. 162	✓		7	7				
131	Non-ROCS School Site No. 163		✓	0					
132	Non-ROCS School Site No. 164	✓		1		1			
133	Non-ROCS School Site No. 165	✓		1		1			
134	Non-ROCS School Site No. 166	✓		3	3				
135	Non-ROCS School Site No. 167	✓		7	5	1	1		
136	Non-ROCS School Site No. 168	✓		1	1				
137	Non-ROCS School Site No. 169	✓		8	5	1	1		1
138	Non-ROCS School Site No. 170	✓		6	6				
139	Non-ROCS School Site No. 171		✓	0					
140	Non-ROCS School Site No. 172	✓		3	2			1	

Incident Report for NON-ROCS Schools for the Period August 2013 through November 2014

Item No.	Description	Incidents		Number of Incidents	No Problems Found	Staff or Maintenance	Door Open	Breaking & Entering	Fire Alarm Sounded
		Yes	No						
141	Non-ROCS School Site No. 173	✓		1	1				
142	Non-ROCS School Site No. 174	✓		3	2		1		
143	Non-ROCS School Site No. 175	✓		9	5	2	1	1	
144	Non-ROCS School Site No. 176		✓	0					
145	Non-ROCS School Site No. 177	✓		14	9	3	1	1	
146	Non-ROCS School Site No. 178		✓	0					
147	Non-ROCS School Site No. 179		✓	0					
148	Non-ROCS School Site No. 180	✓		1	1				
149	Non-ROCS School Site No. 181		✓	0					
150	Non-ROCS School Site No. 182	✓		3	2	1			
151	Non-ROCS School Site No. 183	✓		2	1	1	1		
152	Non-ROCS School Site No. 184		✓	0					
153	Non-ROCS School Site No. 185	✓		1	1				
154	Non-ROCS School Site No. 186		✓	0					
155	Non-ROCS School Site No. 187	✓		3	3				
156	Non-ROCS School Site No. 188	✓		4		1	2	1	
157	Non-ROCS School Site No. 189	✓		1	1				
158	Non-ROCS School Site No. 190	✓		3	2	1			
159	Non-ROCS School Site No. 191	✓		1	1				
160	Non-ROCS School Site No. 192	✓		1	1				
161	Non-ROCS School Site No. 193	✓		4	2	2			
162	Non-ROCS School Site No. 194	✓		2	1	1			
163	Non-ROCS School Site No. 195		✓	0					
164	Non-ROCS School Site No. 196	✓		4	4				
165	Non-ROCS School Site No. 197	✓		6	5				1
166	Non-ROCS School Site No. 198	✓		4	2	2			
167	Non-ROCS School Site No. 199		✓	0					
168	Non-ROCS School Site No. 200	✓		5	4	1			
169	Non-ROCS School Site No. 201	✓		3	1	1	1		
170	Non-ROCS School Site No. 202	✓		6	2	4			
171	Non-ROCS School Site No. 203	✓		1	1				
172	Non-ROCS School Site No. 204		✓	0					
173	Non-ROCS School Site No. 205	✓		9	4	4		1	
174	Non-ROCS School Site No. 206	✓		3	2		1		
175	Non-ROCS School Site No. 207	✓		1	1	1			

Incident Report for NON-ROCS Schools for the Period August 2013 through November 2014

Item No.	Description	Incidents		Number of Incidents	No Problems Found	Staff or Maintenance	Door Open	Breaking & Entering	Fire Alarm Sounded
		Yes	No						
176	Non-ROCS School Site No. 208	✓		1	1				
177	Non-ROCS School Site No. 209	✓		1	1				
178	Non-ROCS School Site No. 210	✓		4	3			1	
179	Non-ROCS School Site No. 211		✓	0					
180	Non-ROCS School Site No. 212	✓		8	5	3			
181	Non-ROCS School Site No. 213	✓		10	9			1	
182	Non-ROCS School Site No. 214	✓		2	2				
183	Non-ROCS School Site No. 215		✓	0					
184	Non-ROCS School Site No. 216	✓		7	6		1		
185	Non-ROCS School Site No. 217	✓		3	3				
186	Non-ROCS School Site No. 218	✓		4	4	2	1	1	
187	Non-ROCS School Site No. 219	✓		4	2		2		
188	Non-ROCS School Site No. 220	✓		1	1				
189	Non-ROCS School Site No. 221	✓		1	1				
190	Non-ROCS School Site No. 222	✓		7	6		1		
191	Non-ROCS School Site No. 223	✓		6	5		1		
192	Non-ROCS School Site No. 224	✓		10	6	3		1	
193	Non-ROCS School Site No. 225	✓		1				1	
194	Non-ROCS School Site No. 226	✓		4	3		1		
195	Non-ROCS School Site No. 227	✓		1			1		
196	Non-ROCS School Site No. 228	✓		5	3	1			1
197	Non-ROCS School Site No. 229	✓		1	1				
198	Non-ROCS School Site No. 230	✓		4	3	1			
199	Non-ROCS School Site No. 231	✓		4	4				
200	Non-ROCS School Site No. 232	✓		1		1			
201	Non-ROCS School Site No. 233	✓		3	2	1			
TOTAL		<u>161</u>	<u>40</u>	<u>626</u>	<u>391</u>	<u>136</u>	<u>39</u>	<u>52</u>	<u>8</u>

SECTION III

FULL TEXT OF MANAGEMENT RESPONSES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
BROWARD DISTRICT SCHOOLS POLICE DEPARTMENT
Tel. (754) 321-0735 - Fax (754) 321-0736 Tel. (754) 321-0725 – Fax (754) 321-0930

January 13, 2015

TO: Patrick O. Reilly, Chief Auditor
Office of the Chief Auditor

FROM: Anthony C. Williams, Chief *- FRED A. AVERNOTT FOR ANTHONY WILLIAMS*
Broward District Schools Police Department

SUBJECT: REVIEW OF THE RESIDENT ON CAMPUS SECURITY (ROCS) PROGRAM

After review of your audit findings of the ROCS program, which included statistical data, personal interviews, site visits, historical data, crime data, and other information, I agree with the three observations and findings.

Based on your findings, it is clear that the program is not, nor has it been, a benefit to the District. It is my opinion that the facts discovered during your audit speak for themselves and do not justify the continuation of the ROCS program. Therefore, it will be my recommendation to the Superintendent that the program be dissolved.

ACW:rg