

## EXECUTIVE SUMMARY

### Termination of the Lease Agreement between The School Board of Broward County, Florida and Eric Michael Meyers

The ROCS program was established in the Broward County School District in the early 1980's to address theft, vandalism, and trespassing on school campuses during after school hours. Information obtained from the January 2015 "Internal Audit Report – Review of the Resident on Campus Security (ROCS) Program" (Audit Report) that was issued by the District's Office of the Chief Auditor indicated that initially, the School Resource Officer (SRO) Coordinator previously in the Special Investigative Unit (SIU) Department (which no longer exists) was primarily responsible for managing the ROCS program. These responsibilities included meeting with school principals, meeting with and recruiting the potential ROCS officers, processing the ROCS applications, screening, and interviewing the ROCS officers, generating the lease agreements for the program, and preparing and presenting the Board item regarding each ROCS officer for School Board consideration.

In response to the Audit Report, the SIU Department gave a presentation to the School Board at the June 16, 2015 School Board Workshop, which provided the following recommendations: grandfathering all current legal participants of the ROCS program, defining ROCS officers' responsibilities as well as the reporting, and monitoring of the program. Since modification of the ROCS program on February 22, 2017, there are currently twenty-eight (28) participants in the program.

Based on the above suggestions, the SIU Department currently supports the ROCS program with existing staff and collects the ROCS reporting information on behalf of the School District. Additionally, the SIU Department works collaboratively with the ROCS officers to ensure that the ROCS program is effectively managed. Also, the SIU monitors the ROCS Officers with the goal of providing reports to the School Board ensuring that all program provisions in the agreement are effectively enforced. In the same vein, the FP&RE Department will timely schedule (as applicable) the ROCS lease agreements that are due for renewal for School Board consideration.

Pursuant to Section 3.05 and Section 2.08 of the Lease Agreement as defined below:

*Section 2.08 – "During the terms of the Lease Agreement, Lessee shall not sell, convey or transfer the residential Mobile Home except as authorized by Superintendent of Schools ("Superintendent") or his/her designee. In the event, no authorization is received from Superintendent or his/her designee, Lessee shall not sell, convey or transfer the residential Mobile Home until such time it is removed from the Leased Grounds."*

*Section 3.05 – "This Lease Agreement may be canceled with or without cause by either party during the term hereof upon ninety (90) days written notice to the other parties of its desire to terminate this Lease Agreement. Upon termination/cancellation of this Lease Agreement, Lessee, shall vacate the Leased Grounds pursuant to Sections 2.24 and 2.25 of this Lease Agreement."*

It should be noted, Mr. Meyers timely notified the School District of his intent to terminate the Lease Agreement, hence this Board Item, and request to sell his residential mobile home. If approved by SBBC, the Lease Agreement will be terminated. However, at this time, Mr. Meyers authorization to sell his residential mobile home could not be granted due to an ongoing evaluation of the ROCS program at the school site. Therefore, upon termination, Mr. Meyers is required to remove the residential mobile home from the Leased Grounds and return all SBBC property within ten (10) business days.