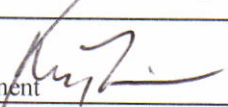



<b>THE SCHOOL DISTRICT OF ESCAMBIA COUNTY</b> <b>Human Resource Services/Risk Management</b>		<b>SCHOOL BOARD AGENDA</b> <b>EXECUTIVE SUMMARY</b>	
TITLE V.b.3.C.5 School Resource Officer Agreement Escambia County, Florida Sheriff's Office		SUBMITTED BY: Dr. Alan Scott, Assistant Superintendent Human Resource Services	
PERIOD OF GRANT/CONTRACT/REQUEST 2013-2014 school year	FUNDING SOURCE Safe Schools Fund	PROJECT COORDINATOR AND DEPARTMENT Kevin T. Windham, CFE Director of Risk Management	
AMOUNT OF FUNDING REQUEST \$556,361.31		TOTAL PROJECT \$556,361.31	
PURPOSE To implement the School Resource Program for school year 2013-2014.			
IMPLEMENTATION PLAN  The School District and the Escambia County, Florida Sheriff's Office have entered into an agreement to continue the School Resource Officer Program for the 2013-2014 school year.  The School District's share of the program is \$556,361.31.			
PARTICIPATING SCHOOLS/AGENCIES Participating Schools per Contract			
ACTION REQUIRED Approval of School Board			
STRATEGIC ALIGNMENT  GOAL: E.1. Safety: Improve safety in the learning, work, and virtual/technological environment.			
DIRECTOR Kevin T. Windham Director of Risk Management 		DATE 8/7/13	
ASSISTANT SUPERINTENDENT Dr. Alan Scott, Assistant Superintendent Human Resource Services 		DATE 8/7/13	DATE OF BOARD APPROVAL

**AGREEMENT BETWEEN  
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA  
AND  
THE ESCAMBIA COUNTY, FLORIDA SHERIFF' S OFFICE  
FOR  
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this 20 day of August, 2013, by and between THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, (hereinafter referred to as the SCHOOL BOARD), and THE ESCAMBIA COUNTY, FLORIDA SHERIFF'S OFFICE, (hereinafter referred to as the SHERIFF).

**WITNESSETH:**

- A. The School Board and the Sheriff desire to provide law enforcement and related services to the public schools of Escambia County, Florida; and
- B. A School Resource Officer Program has been proposed for the public school system of Escambia County, Florida, as hereinafter described; and
- C. The School Board and the Sheriff recognize the potential outstanding benefits of the School Resource Officer program to the citizens of the Escambia County, Florida, and particularly to the students of the public school system of Escambia County, Florida; and
- D. It is in the best interests of the School Board, the Sheriff, and the citizens of Escambia County, Florida to establish this program,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the Sheriff hereby agree as follows:

**ARTICLE I**

A School Resource Officer Program is hereby established in the public school system of Escambia County, Florida, for eleven months from August 15, 2013 through June 01, 2014.

**ARTICLE II**

**RIGHTS AND DUTIES OF THE SHERIFF**

The Sheriff shall provide School Resource Officers (hereinafter referred to as

SRO's) as follows:

A. Number of School Resource Officers

1. The Sheriff shall assign 15 regularly employed deputy sheriffs to work in Escambia County high schools and middle schools. The SRO's will be placed and assigned according to need.
2. The Sheriff shall assign one full-time Lieutenant and two full-time Sergeants to oversee the deputy sheriffs assigned above and to perform scheduled or non-scheduled visits to middle and high schools.

B. Regular Duty Hours of School Resource Officers

Each SRO shall be assigned to a school on a full-time basis of eight (8) hours on those days and during those hours that the school is in regular session. The SRO may be temporarily reassigned by the Sheriff during school holidays and vacations or during the period of any police emergency.

C. Duties of School Resource Officers

1. The SRO shall coordinate all of his activities with the principal and staff members concerned and will seek permission, advice, and guidance prior to enacting any program within the school.
2. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the police officer, and the police mission.
3. The SRO shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with the students.
4. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.  
(Overtime: Refer to Article IV, C.,)
5. The SRO shall make himself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature. Confidential information obtained pursuant to Chapter 39, Florida Statutes (Proceedings Relating to Children), shall not be disclosed except as provided by law or court order.

6. The SRO shall become familiar with all community agencies which offer assistance to youth and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school.
7. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.
8. Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to School Board policy, and legal requirements with regard to such interviews.
9. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions to the extent that the SRO may do so under the authority of the law. Whenever practicable, the SRO shall advise the principal before requesting additional police assistance on campus.
10. The SRO shall inform school personnel anytime he learns of another law enforcement officer conducting student interviews on school campuses.
11. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his school assignment, whenever necessary. The SRO shall, whenever possible, participate in and/or attend school functions.
12. The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program and shall submit other reports of an instructional nature as required by the principal or school staff.
13. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate. SROs are not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties. If there is

a problem area, the SRO may assist the school until the problem is solved.

14. SROs will be considered part-time non-degreed teachers and agree to complete the necessary requirements set forth in Section 1012.39, Florida Statutes.
15. SROs will be permitted 6 days per academic year absence from SRO duties at the school to attend ECSO training.
16. SROs will be allowed to have monthly meetings, as deemed necessary by the ECSO Community Services Officer in Charge. Whenever possible, such meetings will be held on a school campus that has an assigned SRO.
17. SROs will complete written offense reports pursuant to ECSO policy and procedure for any reports made to them by school teacher, administrators or other member of school staff for the incidents described in Article III.

### **ARTICLE III**

#### **RIGHTS AND DUTIES OF THE SCHOOL BOARD**

1. The School Board shall provide at each school the following materials and facilities which are deemed necessary to the performance of the SRO's duties:
  - A. Access to an air conditioned and properly lighted private, secured, office which shall contain a telephone which may be used for general business purposes.
  - B. A location for files and records which can be properly locked and secured.
  - C. A desk with drawers, a chair, work table, filing cabinet, and office supplies.
  - D. Access to a computer with internet access to school network records (FOCUS) and/or clerical assistance.
2. The School Board will provide funding for the SROs to obtain the appropriate teaching certificate as set forth in Section 1012.39, Florida Statutes, and will assist each SRO in obtaining such certification.

3. Whenever any school teacher, administrator or other member of a school staff knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, the matter will be reported to the Department of Children and Families, and to the School Resource Officer, or, in his/her absence, to the Escambia County Sheriff's Office.
4. In the interest of student safety, whenever any school teacher, administrator or other member of a school staff has reason to believe that any of the following acts or omissions have occurred on school property, during school-sponsored transportation, or during school-sponsored activities, the Principal or his/her designee shall report to the School Resource Officer assigned to any public school of the Escambia County School District, or in his/her absence, to the Escambia County Sheriff's Office, the following:
  - A. A known or suspected felony offense, or, if the perpetrator is a juvenile, any offense that would be a felony if committed by an adult, including, but not limited to any sexual battery offense as defined in Section 794.011, Florida Statutes, and any lewd and lascivious conduct committed upon or in the presence of a person less than 16 years of age, as defined in Section 800.04, Florida Statutes; and/or
  - B. A known or suspected misdemeanor offense involving violence or the threat of violence, or, if the perpetrator is a juvenile, any such offense that would be a misdemeanor if committed by an adult involving violence or threat to commit an offense of violence, including, but not limited to, disorderly conduct, simple assault or battery, and affray; and/or
  - C. Any possession or transfer of any controlled substance or other contraband item; and/or
  - D. Known or suspected child abuse by someone other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare; and/or
  - E. Known or suspected juvenile sexual abuse, that is, any sexual behavior which occurs without consent, without equality, or as a result of coercion, as those terms are defined in Section 39.01 (7), Florida Statutes, and/or
  - F. Any act of high school hazing as defined in Section 1006.135,

Florida Statutes; and/or

- G. Any known or suspected student bullying or harassment as those terms are defined in Section 1006.147, Florida Statutes; and/or
- H. A fatality or serious injury of any person; and/or
- I. A missing or abducted student; and/or
- J. Possession of a weapon – including ammunition– and/or discharge of a weapon; and/or
- K. Any suicide attempt or gesture; and/or
- L. Any major bus disturbance or bus accident; and/or
- M. Any fire or suspected harmful chemical or biological release; and/or
- N. Any suspected site reconnaissance or surveillance; and/or
- O. Any intruder or other suspicious person or suspicious item; and/or
- P. Any building structural collapse; and/or
- Q. Sexual misconduct or sexual harassment; and/or
- R. Any other matter that may pose a serious threat to school safety.

The foregoing reporting is mandatory.

5. Nothing in this agreement shall be construed to impair or restrict activities otherwise appropriate by School Resource Officers within that officer's authority as a certified law enforcement officer.

6. School officials will assist and cooperate with law enforcement in the investigation of incidents reported to the School Resource Officer or the ECSO pursuant to this agreement. Should it become necessary to conduct formal law enforcement interviews with students, the School Resource Officer or other investigator shall adhere to Escambia County School Board policy, Florida Sheriff's Office policy, and legal requirements with regard to such interviews.

7. Any conduct or incident that is either a serious breach of conduct, or a very serious breach of conduct, as set forth in the Escambia County, Florida School District Students Rights and Responsibilities Handbook, but does not fall into one of the categories listed above, may, in the discretion of the Principal, be handled by school officials without filing a report with the School Resource Officer or law enforcement. The SRO receiving the information will either write an offense report and generate a complaint number when a crime is committed; or will generate an incident through Communications and will provide a CAD number to the school.

#### ARTICLE IV

#### **FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM**

- A. The School Board and the Sheriff agree to share equally (50% each) in the personnel related costs associated with the Lieutenant, two Sergeants, and 15 SROs assigned to all schools.
- B. Personnel related costs are:
  - 1. Salary
  - 2. Longevity Pay
  - 3. Pension and Retirement contributions
  - 4. Disability Insurance
  - 5. Incentive Pay
  - 6. Life Insurance
  - 7. Health Insurance
  - 8. Equipment, Travel, etc.
  - 9. Annual Training
- C. The School Board's share, not to exceed \$ 556,361.31, shall be reimbursed to the Sheriff on a pro-rated basis over the 2013 – 2014 school year, payable in advance on the first day of each month. Upon execution of this agreement, the School Board shall immediately pay the Sheriff the prorated portion of such reimbursement for those months of the 2013 – 2014 school year already completed at the time of execution. In the event the SROs assigned to this program work over and above their normal work day as a result of this Agreement, the School Board shall be responsible for reimbursement of those costs associated with such overtime.



## ARTICLE V

### **EMPLOYMENT STATUS AND PLACEMENT OF SCHOOL RESOURCE OFFICER**

Without waiving the contents of Article IX, the School Board intends to employ the SRO's as non-degreed teachers of career education as set forth in Section 1012.39, Florida Statutes. The School Board and the Sheriff acknowledge that the SROs shall remain responsive to the chain of command of the Escambia County, Florida Sheriff's Office. The Escambia County, Florida Sheriff's Office warrants that all School Resource Officers meet requirements described in Section 1012.32 Florida Statutes.

Appointment of School Resource Officers will be made by the Sheriff per Sheriff's Office Policy. The Sheriff and his designated SRO staff, in coordination with the Superintendent of Schools, will determine which schools have the greater need for SRO's. The Sheriff will assign officers to the schools based upon many factors to include, but not limited to: seniority, experience as an SRO, conflicts or potential conflicts of interest (i.e., personal relationships with administrators, students, and/or teachers). Placement of individual SROs to a specific school will be made by the Sheriff after considering the needs and requests of the Superintendent of Schools. SROs will not remain at the same school for longer than four years beginning in this 2013 – 2014 school year.

## ARTICLE VI

### **DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT**

- A. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent of Schools or his designee that the officer be removed from the program at his school and shall state the reasons therefore in writing.
  - 1. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his designee shall advise the Sheriff or his designee of the principal's request.
  - 2. If the Sheriff so desires, the Superintendent and the Sheriff or their designees shall meet with the officer to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the officer is assigned may be required to be present.
  - 3. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated,

then the officer shall be removed from the program at the school and a replacement shall be obtained.

4. In the event mediation is not sought by the Sheriff, then the officer shall be removed from the program at the school and a replacement shall be obtained.
- B. The Sheriff may dismiss or reassign an SRO officer based upon agency rules and regulations and when it is in the best interest of the people of Escambia County, Florida.
  - C. In the event of the resignation, dismissal, or reassignment of an SRO officer or in the case of long-term absences by an officer, the Sheriff shall provide a temporary replacement for the officer within forty five "45" calendar days of receiving notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the Sheriff will select a permanent replacement for the SRO position.

## **ARTICLE VII**

### **BEGINNING AND ENDING DUTY DATES**

SROs will report for duty at each assigned school on the last two (2) teacher planning days prior to the 2013 – 2014 school session. Their last day at each school will be the last day for students at the end of the 2013 – 2014 school year or a date to be determined by the School Board.

## **ARTICLE VIII**

### **HOLD HARMLESS AGREEMENT**

It is hereby acknowledged that the SROs assigned pursuant to the provisions of this Agreement are employees of the employing law enforcement agency and not employees of the Escambia County, Florida School Board. To the extent permitted by Florida law and within the limits of liability set forth in Section 768.28, Fla. Stat., the Escambia County, Florida Sheriff's Office agrees to hold the Escambia County, Florida School Board harmless from any and all claims, damages, and judgments in connection with loss of life, bodily or personal injury, or property damage resulting from the actions of law enforcement officers employed and assigned pursuant to this Agreement, who are acting within the scope of their law enforcement responsibilities.

To the extent permitted by Florida law and within the limits of liability of Section 768.28, Fla. Stat., the Escambia County, Florida School Board will hold the Escambia

County, Florida Sheriff's Office harmless from all claims, damages, and judgments in connection with loss of life, bodily or personal injury, or property damage resulting from the actions of any employee, representative, or agent of the Escambia County, Florida School Board.

No provision of this Agreement to provide SRO services is intended to expand, enlarge, diminish, limit, waive or alter in any way the scope of responsibility, liability, immunities, or defenses which each signatory public agency has or may have for itself, its agents, or its employees. By entering into this Agreement, neither signatory agency intends that any third party beneficiary be created by execution of this Agreement. In the event that any claim, action, lawsuit, or other proceeding is brought by any third party against one or both of the signatory agencies hereto, the costs of defense shall be borne separately by the agency or agencies so charged.

## **ARTICLE IX**

### **TERMINATION OF AGREEMENT**

This agreement may be terminated by either party upon a ninety (90) day written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This agreement may be terminated without cause by either party upon a 180 day written notice. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the Sheriff for all services performed to the date of termination. The School Board shall be entitled to a prorated refund for that period of time when SRO services are not provided because of the termination of this Agreement.

This agreement may be terminated upon written notice if funding and budget restrictions force either party to re-allocate the resources necessary to perform the services described herein.

## **ARTICLE X**

### **GOOD FAITH**

The School Board, the Sheriff, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Sheriff or their designees.

## **ARTICLE XI**

### **MODIFICATION**

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

**ARTICLE XII**

**NON-ASSIGNMENT**

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the School Board and the Sheriff is obtained.

**ARTICLE XIII**

**MERGER**

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

**AGREEMENT BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY,  
FLORIDA AND THE ESCAMBIA COUNTY, FLORIDA SHERIFF'S OFFICE FOR THE  
SCHOOL RESOURCE OFFICER PROGRAM**

Signed, sealed, and delivered in the presence of:

THE SCHOOL BOARD OF  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Jeff Bergosh  
Board Chair

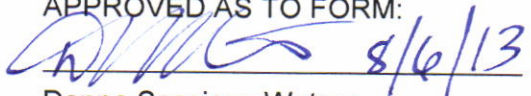
THE ESCAMBIA COUNTY  
SHERIFF'S OFFICE

  
\_\_\_\_\_  
David Morgan  
Sheriff

ATTEST:

\_\_\_\_\_  
Malcolm Thomas  
Superintendent

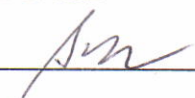
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Donna Sessions Waters  
School Board Attorney

STATEMENT OF LEGAL AUTHORITY

The undersigned hereby certifies that he/she is legal counsel for the Purchaser and has reviewed this Agreement/Contract/MOU. The undersigned further certifies that the individual executing this Agreement/Contract/MOU has legal authority to bind the Purchaser and that this Agreement/Contract/MOU is legally sufficient and binding under all statutes, regulations, policies and other laws applicable to purchases by the Purchaser.

LEGAL OFFICE

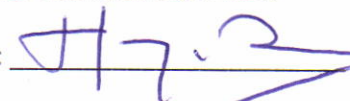
By: 

G. E. Champagne, General Counsel  
Printed Name, Title

STATEMENT OF AVAILABILITY

I certify funds are available to pay for the requested Agreement/Contract/MOU.

CHIEF FINANCIAL OFFICER

By: 

Henrique Dias, CFO  
Printed Name, Title

SIGNED AND AGREED

SHERIFF

By: 

David Morgan, Sheriff  
Printed Name, Title

7/30/2013  
Date Signed