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*Phone (386) 437-7526 ■ Fax: 586-2641*
*www.flaglerschools.com*



July 29, 2019

Case NO: SC19-240
Subpoena NO.: 2019-0038

In response to the subpoena Duces Tecum for Records, please see the notes below and the attached enclosures.

1. Name, address, email address, and title/position of the person responsible for submission of the district student discipline data ("SESIR data"), including that for district charter schools, to the Florida Office of Safe Schools for the time periods January 1, 2016 through DATE AND TIME OF SERVICE;

    - Discipline Data is submitted to Florida DOE during required survey reporting periods for further handling.
    - Mark Saltmarsh-1769 E. Moody Blvd., Bldg. #2, Bunnell, FL 32110-Director of MIS (Management Information Systems)

2. Any "memorandum of understanding", or similar agreement, between the Board/District and law enforcement agency or agencies regarding criteria for reporting, addressing, and documenting incidents of possible criminal activity involving students;
    - Agreements for the 2015-2016 (covering 2015-2018); 2018-2019; 2019-2020 included

3. The number of Charter schools currently operating in the District, together with the number of law enforcement officers specifically assigned to each.
    - 1 Current District Charter School-Imagine Schools at Town Center
    - 1 Law enforcement officer assigned to the Charter school.

## CERTIFICATION OR DECLARATION OF RECORDS OF REGULARLY CONDUCTED BUSINESS ACTIVITIES

I, Erica Lovelette, hereby certify or declare under oath and penalty of perjury that I am a custodian of records for **FLAGLER COUNTY SCHOOL DISTRICT** and that the attached records as described by **Subpoena Number** 2019-0038 are being provided to the State of Florida are records that were:

(a) Made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters;

(b) Kept in the course of the regularly conducted activity;

(c) Made as a regular practice in the course of the regularly conducted activity; and

(d) If these records are not the originals, they are true duplicates of the originals.

Signature of Attesting Records Custodian — Date: 8/1/19

Erica Y. Lovelette
Printed Name of Attesting Records Custodian — Date: 8/1/19

STATE OF Florida
COUNTY OF Flagler

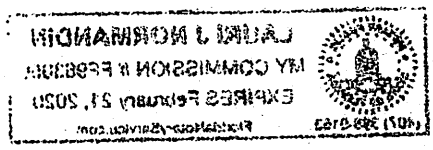
Personally appeared before me, ERICA LOVELETTE, designated RECORDS CUSTODIAN for **FLAGLER COUNTY SCHOOL DISTRICT,** who has sworn to the truth and correctness of the above-made statement.

Sworn to and subscribed before me this 1ST day of AUGUST, 2019.

LAURI J NORMANDIN
Notary Public - printed name — Notary Public - signature

Personally known to me or produced identification: _____

LAURI J NORMANDIN
MY COMMISSION # FF963058
EXPIRES February 21, 2020
(407) 398-0153 FloridaNotaryService.com



7.26.19

**IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT,**
**IN AND FOR DUVAL COUNTY, FLORIDA.**

| | | |
|---|---|---|
| **IN RE: STATEWIDE GRAND JURY:** | **CASE NO.:** | **SC19-240** |
| **INVESTIGATION:** | **SUBPOENA NO.:** | **2019-0038** |

**SUBPOENA DUCES TECUM FOR RECORDS**

**IN THE NAME OF THE STATE OF FLORIDA, TO ALL AND SINGULAR THE AGENTS OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT AND/OR THE SHERIFF'S OF THE STATE OF FLORIDA:**

**FLAGLER COUNTY PUBLIC SCHOOLS**
**ATTN: JAMES TAGER, SUPERINTENDENT**
**1769 E. MOODY BOULEVARD, BUILDING 2**
**BUNNELL, FL 32110-5991**

You are commanded to appear before the undersigned Assistant Statewide Prosecutor on the **7th day of August, 2019, at 10:00 o'clock A.M.**, at the Office of the Attorney General, Statewide Prosecution located at 1300 Riverplace Boulevard, Suite 405, Jacksonville, Florida, to testify truthfully and to bring the following information:

1. **Name, address, email address, and title/position of the person responsible for submission of district student discipline data ("SESIR data"), including that for district charter schools, to the Florida Office of Safe Schools for the time periods January 1, 2016 through DATE AND TIME OF SERVICE;**
2. **Any "memorandum of understanding", or similar agreement, between the Board/District and law enforcement agency or agencies regarding criteria for reporting, addressing, and documenting incidents of possible criminal activity involving students;**
3. **The number of charter schools currently operating in the District, together with the number of law enforcement officers specifically assigned to each.**

This SUBPOENA is issued under the authority of the Circuit Court, at the request of the Office of Statewide Prosecution, by and through the undersigned prosecuting attorney. Failure to obey this Order is punishable as contempt of court.

**IN LIEU OF PERSONAL APPEARANCE, THESE ITEMS MAY BE FURNISHED ON OR BEFORE THE ABOVE DATE BY ELECTRONIC TRANSMISSION, CERTIFIED MAIL, OR PERSONAL DELIVERY IF ACCOMPANIED BY A CERTIFICATION AS TO THE AUTHENTICITY OF THE DOCUMENTS BY YOUR CUSTODIAN OF RECORDS TO:**

| | |
|---|---|
| Name: | RICHARD W. MANTEI |
| Title: | ASSISTANT STATEWIDE PROSECUTOR |
| Florida Bureau: | STATEWIDE PROSECUTION<br>OFFICE OF THE ATTORNEY GENERAL<br>1300 RIVERPLACE BOULEVARD, SUITE 405<br>JACKSONVILLE, FL 32207 |
| Phone Number: | (904) 348-2720 |
| E-Mail Address: | Richard.Mantei@myfloridalegal.com |

**PURSUANT TO SECTION 896.101(10) FLORIDA STATUTES YOU ARE HEREBY DIRECTED NOT TO DISCLOSE THE ISSUANCE OF, OR YOUR COMPLIANCE WITH, THIS SUBPOENA DUCES TECUM TO YOUR CUSTOMER OR TO ANY OTHER PERSON OTHER THAN YOUR ATTORNEY. DISCLOSURE COULD JEOPARDIZE A CRIMINAL INVESTIGATION. PLEASE FORWARD ALL INQUIRIES AND BILLING TO:**

| | |
|---|---|
| Name: | RICHARD W. MANTEI |
| Title: | ASSISTANT STATEWIDE PROSECUTOR |
| Florida Bureau: | STATEWIDE PROSECUTION<br>OFFICE OF THE ATTORNEY GENERAL<br>1300 RIVERPLACE BOULEVARD, SUITE 405<br>JACKSONVILLE, FL 32207 |
| Phone Number: | (904) 348-2720 |
| E-Mail Address: | Richard.Mantei@myfloridalegal.com |

**NICHOLAS B. COX,** Statewide Prosecutor

By: _____

Richard W. Mantei, Assistant Statewide Prosecutor
Florida Bar No.: 119296
Statewide Prosecution
Office of the Attorney General
1300 Riverplace Boulevard, Suite 405
Jacksonville, FL 32207

**IN WITNESS WHEREOF**, I have set my hand hereunto, and the seal of the

Court at Jacksonville, Florida; dated this 24th day of July, 2019.

**CLERK OF THE CIRCUIT COURT**

BY: _____

Connie N. Bland, Deputy Clerk for Ronnie Fussell, Clerk of Circuit Court

# INTERLOCAL AGREEMENT
# BETWEEN THE
# FLAGLER COUNTY SHERIFF'S OFFICE, CITY OF PALM COAST
# AND THE FLAGLER COUNTY SCHOOL DISTRICT
# FOR THE
# SCHOOL RESOURCE DEPUTIES

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This agreement, made and entered into, on Dec.8, 2015, by and between the FLAGLER COUNTY SHERIFF'S OFFICE, hereinafter referred to as "SHERIFF," the CITY OF PALM COAST (hereinafter referred to as "CITY"), and the FLAGLER COUNTY SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD," agrees to the following:

**WITNESSETH:**

**WHEREAS, the SCHOOL BOARD, the CITY, and the SHERIFF have entered into this Agreement pursuant to section 1006.12, Florida Statutes; and**

**WHEREAS**, the SCHOOL BOARD, the CITY, and the SHERIFF desire to provide law enforcement related services to the public schools within Palm Coast and Flagler County; and

**WHEREAS** the SCHOOL BOARD, the CITY, and the SHERIFF realize the potential outstanding benefits of the School Resource Deputy (SRD) Program to the citizens of Palm Coast and Flagler County and particularly to the students of the public schools within Flagler County; and

**WHEREAS**, the SCHOOL BOARD and the CITY, agree to contract from the SHERIFF, and the SHERIFF agrees to provide the SCHOOL BOARD and the CITY with a SRD Program in the Flagler County School District, and the SCHOOL BOARD and the CITY agree to reimburse the SHERIFF for its expense in providing the said SRD Program; and

**WHEREAS**, the CITY and the SHERIFF entered into a contract for law enforcement services dated February 19, 2014 and

**WHEREAS,** the parties agree that the SRD's shall be in the Palm Coast neighborhoods during non-school hours for youth activities.

**WHEREAS**, the SHERIFF, the CITY, and the SCHOOL BOARD, desire to set forth in the SRD agreement the specific terms and conditions of the services to be performed and provided by the said SRD Program in the Flagler County School District.

**WHEREAS**, the terms and conditions of this Agreement shall replace the existing agreement between the CITY, the SHERIFF, and the SCHOOL BOARD for the SRD Program and that existing agreement, upon execution of this Agreement, is deemed terminated.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS**:

**Article I. Establishment of Program**

A School Resource Deputy Program is established within the public schools of Flagler County.

**Article II. Goals and Objectives**

The SCHOOL BOARD, the CITY, and the SHERIFF share the following goals and objectives with regard to the SRD Program:

i. To foster educational programs and activities that will increase student's knowledge of, and respect for, the law and the function of law enforcement agencies;
ii. To encourage SRDs to serve as mentors and positive role models for students;
iii. To encourage SRDs to attend school sponsored extra-curricular activities;
iv. To encourage SRD involvement with the Police Athletic League (PAL) that provides activities for Flagler County students;
v. To act swiftly and cooperatively when responding to disruptions and reports of criminal activities on school property;

vi. To report criminal activity that occurs on school campuses and cooperate with law enforcement officials in their investigations of crimes;

vii. To cooperate with other law enforcement officials in their investigation of criminal activity that occurs off campus;

viii. To be available to School Officials when school discipline is the result of alleged criminal activity;

ix. To provide instruction, as time permits, to students in regards to crime prevention, safety and security, anti-drug and anti-violence curriculum in all schools within the school district.

x. To provide an increased level of youth related law enforcement services in Palm Coast neighborhoods when SRD's are not assigned to schools.

**Article III. Employment, Assignment and Dismissal**

i. The SHERIFF agrees to employ 6 [six] deputies to be assigned to the SRD Unit. ' The 6th deputy shall maintain the duties of a first line supervisor. The Sheriff will incur the cost for this position. The assignments of the SRDs shall be as follows:
   a. Flagler Palm Coast High School - 2
   b. Matanzas High School - 1
   c. Indian Trails Middle School – 1(will also cover Belle Terre)
   d. Buddy Taylor Middle School – 1(will also cover Wadsworth)
   e. Elementary Schools rotation – 1(Bunnell, Old Kings, and Rymfire)

ii. Schools not covered by an SRD through either absence or contract are to receive law enforcement services by contacting the SRD Unit Supervisor to request response from road patrol, whenever possible. In the event of an emergency, school staff should call Emergency 911.

iii. The SRDs shall be employees of the SHERIFF'S OFFICE and shall be subject to the administration, supervision, and control of the SHERIFF'S OFFICE except as such administration, supervision and control are subject to the terms and conditions of this Agreement.

iv. The SHERIFF agrees to provide and to pay the SRD salary and employment benefits in accordance with the applicable salary schedule and employment practices of the SHERIFF'S OFFICE, including but not limited to sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental and medical

insurance. The SRDs shall be subject to all other personnel policies and practices of the SHERIFF'S OFFICE, except as such policies, which may have to be modified to comply with the terms and conditions of this Agreement.

v. In the event the Principal of a school believes the assigned SRD is not effectively performing his/her duties, the following progressive steps will be followed:
   a. The Principal shall meet with the SRD to counsel him/her and attempt to resolve the issues;
   b. The Principal shall meet with the SRD Unit Supervisor to express concerns;
   c. The SRD Unit Supervisor shall meet with the SRD and notify the Principal of the outcome/resolution;
   d. Upon determining that the situation cannot be resolved, the Section Commander and the Unit Supervisor shall meet to determine if the SRD shall be transferred to another school or removed from the SRD Unit.

vi. The SHERIFF, with sole discretion, shall have the power and authority to hire, discharge and discipline SRDs. The SHERIFF shall hold the SCHOOL BOARD free, harmless and indemnified from and against any and all claims, suits, or causes of action arising out of allegations of unfair or unlawful practices brought by the SRDs.

vii. The assignment, reassignment, and any new hire of an SRD will be assigned to his/her specific school at the sole discretion of the SHERIFF with input from the Superintendent or designee of the Flagler County Schools.

viii. In the event an SRD is absent from work, the SRD shall notify both the SRD Supervisor, and the Principal or designee at the assigned school. A good faith effort will be made to assign a substitute for the absent SRD. Upon the determination that there will not be a substitute SRD available, the SRD Supervisor will contact the Principal or designee and inform him/her of whom to contact for routine law enforcement assistance. Emergency assistance shall be obtained by contacting Emergency-911.

In the event the SRD will be absent for a prolonged period of time due to illness, injury, disability, or re-assignment for a period of five (5) consecutive workdays, the SHERIFF agrees to employ and/or assign a substitute SRD to assume the duties of the absent SRD.

ix. Any Deputy who accepts the assignment to the SRD Unit shall agree to remain in the assignment for the duration of the school year before being transferred from the SRD Unit.

**Article IV: Duty Hours**

i. The SRD shall be on duty for 8 hours with a consistent start time for elementary schools and a consistent start time for the secondary schools.
ii. Both parties understand and agree that time spent by the SRDs attending court and/or criminal cases arising from their assignment, as an SRD, shall be considered as hours worked under this agreement.
iii. SRDs shall be in the neighborhoods for youth activity during non-school hours and during times school is not in session.

**Article V: Qualifications**

i. The SRD shall maintain the following basic qualifications:
    a. Maintain a Certification of Basic Law Enforcement issued by Criminal Justice Standard and Training Commission
    b. Have a minimum of two (2) years law enforcement experience;
    c. Successfully complete the Field Training Program at the Sheriff's Office;
    d. Maintain necessary training in the proper application of restraints;
    e. Attend the first available Basic School Resource Officer training;
    f. Trained in classroom presentation ( Instructor's Techniques) to be proficient when preparing and instructing law enforcement related topics;
    g. Possess sufficient knowledge of the applicable Federal and State laws, city and county ordinances, and the policies and regulations of the Flagler County School District;
    h. Possess even temperament;
    i. Be a positive role model to the youth in Flagler County;
    j. Be available to provide instruction, or as a guest speaker, to any school organization.

**Article VI: Duties**

i. The duties of the SRD include, but are not limited to, the following:

a. To provide law enforcement services to the citizens and public school students of Flagler County;
b. To enforce Federal, State and Local laws and ordinances;
c. To investigate reported and alleged criminal activity on, or adjacent to, school property.
    i. The SRD shall not routinely initiate investigations of incidents occurring off campus during school hours unless immediate assistance from the SRD is necessary.
d. To be available to answer questions that students, parents, faculty, and staff may have regarding Florida criminal or juvenile laws;
e. To assist other Law Enforcement Officers with external investigations concerning students attending the school to which the SRD is assigned;
f. To provide law enforcement services and traffic control for special school events or functions such as athletic events, dances, meetings, etc.;
g. To provide traffic control during the arrival and departure of students when deemed necessary;
h. To make recommendations to the school that will add to the safe and orderly arrival and departure of students, parents and visitors.
i. To notify the Principal or designee as soon as possible of an arrest or Baker Act, prior to removing the student from campus;
    1. The SRD and the Principal will develop a procedure for parent notification.
j. To provide school crossing for students in the event an assigned School Crossing Guard is absent;
k. To coordinate Emergency Medical Services, crowd and traffic control in the event of an emergency on campus;
l. To investigate bus stop incidents;
m. To follow and conform with all Flagler County School District policies and regulations that do not conflict with the policies and procedures of the SHERIFF'S OFFICE;
n. To complete and maintain a daily activity log which will be compiled into a monthly report for distribution as requested.
o. SRDs shall not be assigned a duty post.
p. SRDs shall be considered a supplemental resource to the school faculty, staff, and administration.

q. SRDs shall be visible to students, faculty and staff during peak hours (i.e.: lunch, class changes, assemblies, bus lines, arrival and dismissals, etc.).
r. SRDs shall be available to attend faculty/staff meetings as well as administrative meetings with Principals or designees as requested.
s. SRDs shall meet with the Superintendent or designee on a quarterly basis to insure consistency within the SRD Unit and School District.
t. SRDs shall provide instruction to elementary, middle and high school students, as time permits, for an anti-crime, anti-drug, and anti-violence based program.
    i. SRDs shall provide a written schedule to the principal or designee of each school of instruction provided to students.
    ii. SRDs shall maintain accurate records reflecting lessons taught, student attendance rosters, and completed curriculum.
    iii. Any curriculum for which the SRD provides instruction shall be approved by the Superintendent or designee prior to implementation.
    iv. The SCHOOL BOARD shall agree to provide SRDs access to classrooms with a manageable class size. Assembly methods of providing instruction are discouraged.
    v. The SRD Supervisor shall coordinate all instruction schedules to insure proper coverage of schools while the assigned SRD is instructing students.
u. SRDs shall provide an increased level of youth related law enforcement services in Palm Coast neighborhoods when SRD's are not assigned to schools.

**Article VII: Training/Briefing**

i. The SRDs are required by the SHERIFF to attend scheduled law enforcement training sessions. Every attempt will be made to schedule these during non-instructional hours.
ii. All SRDs are required to attend regularly scheduled in-service training sessions to be scheduled by the supervisor of the SRD unit. The SRD supervisor shall provide prior notification to the

affected schools of any absence due to training. Every attempt will be made to schedule these during non-instructional hours.

iii. All SRDs shall attend training provided by the Superintendent or designee on topics considered germane and timely.

iv. All SRD's will be provided summer training that will best serve the needs of the School Board and the SRD unit. This training may include but will not be limited to FASRO, NASRO, safety conferences, gang training, and/or other training germane to juveniles. The cost of the training will be incurred by the FCSO.

v. When requested, Faculty, Staff and Administration in each school shall receive training from the SRD on the following topics including but not limited to:
   a. Mandatory Child Abuse Reporting Requirements;
   b. Legal updates that affect the schools;
   c. Lock Down/Code Red Procedures;
   d. Current trends with Flagler County youth (i.e.: drugs, gangs, weapons, etc.)

   The training can be facilitated on a teacher workday or a time designated by the principal.

**Article VIII: School Board Support**

i. The SCHOOL BOARD shall appoint a school liaison to oversee the SRD component of the school district and be a primary contact at the District level.

ii. The SCHOOL BOARD shall support the ability of the SRD to perform his/her duties by adequately supplying the following equipment:
   a. A private, air conditioned, properly lighted and centrally located office.
      i. Only the Principal and SRD shall have access to this office.
   b. A private telephone for confidential business purposes;
   c. A computer with a direct printer for report writing and other job related duties;
   d. A desk or file cabinet with locking drawers for storage of confidential files;
   e. Basic office supplies;
   f. A digital camera [replaced as needed] for each SRD for documenting evidence, suspects, and crime scenes;

**Article IX: Dress Code**

a. The SRD shall wear a "Class B" uniform issued by the SHERIFF. Any deviation from the above shall be at the discretion of the SHERIFF or his designee.

**Article X: Transporting Students**

i. The SRDs shall only transport students in their patrol vehicles under the following conditions:
   a. The student is a victim of crime;
   b. The student has been arrested; or
   c. There are exigent circumstances or emergency.
ii. The SRD shall not transport students who have been suspended from school, barring exigent circumstances.
iii. The SRD shall not transport sick or ill students, barring exigent circumstances.
iv. The SRD shall notify the Principal or designee prior to removing any student from campus and the cause of such removal.

**Article XI: Reporting Crimes and Delinquent Acts**

i. The SHERIFF and SCHOOL BOARD agree that a safe and crime free school campus is required to insure a healthy educational environment. Both parties acknowledge the SCHOOL BOARD's "Zero Tolerance" policies for drugs, weapons, and violence on school grounds. However, the SRD retains full discretion with regard to enforcement of the law, making arrests, and taking appropriate law enforcement action. Accordingly, it is agreed that school personnel will report all delinquent acts and crimes as quickly as possible to the SRD, whenever the students are under the jurisdiction of the school. In the event the SRD is not available, any crimes or delinquent acts will be reported to the appropriate law enforcement agency.
ii. It is agreed that the Principal of each school is the ultimate decision maker regarding disciplinary issues that result from a non-criminal act. Decisions will be made based on the Code of Student Conduct. Should the situation become a law enforcement issue, the SRD shall maintain discretion in pursuing criminal charges or alternative options for incidents that occur on school grounds.

**Article XII: Modifications**

i. This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereinafter made in writing and agreed to by both parties.

**Article XIII: Terms of Agreement**

i. The term of this Agreement is one year, commencing on the 1st of July, 2015, and ending on the 30th of June, 2016. This Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, prior to June 15th, of the initial or any succeeding term.

**Article XIV: Consideration**

i. For and in consideration of the SHERIFF providing the SRD Program as described herein, the SCHOOL BOARD agrees to reimburse the SHERIFF the total sum of $280,900 to offset the reimbursement amount for four deputies and includes the cost of the eight crossing guards. This will be divided equally and paid quarterly upon the SCHOOL BOARD receiving an invoice issued by the SHERIFF.

ii. The SCHOOL BOARD shall reimburse the SHERIFF for over-time details performed by members of the SRD Unit for Deputies working special detail at the school. All over-time details performed by members of the SRD Unit require prior approval by the SRD Unit Supervisor and the School Administrator.

   a. The rate of reimbursement for SRDs working over-time detail shall be at time and one-half rate of the particular SRD. Over-time will be paid for school duties that extend their day. A three-hour minimum applies for extra-curricular activity details that occur after school hours;.
   b. Deputies not assigned to the SRD Unit working over-time details at the school shall be reimbursed at the special duty rate

b. Deputies not assigned to the SRD Unit working over-time details at the school shall be reimbursed at the special duty rate per collective bargaining agreement as established by the FCSO. A three-hour minimum applies.

**CITY**

i. For and in consideration of the SHERIFF assigning six SRD's to the Palm Coast District for youth related law enforcement activities, the CITY agrees to reimburse the SHERIFF equal to the reimbursement amount for one deputy as established annually in Exhibit "A" of the contract between the CITY and SHERIFF dated February 19, 2014 and may be amended annually. Said reimbursement shall be added to the monthly invoice from the SHERIFF to the CITY beginning July 1, 2014.

**Article XV: Crossing Guards**

i. The SHERIFF shall provide school crossing guards for the following schools. The cost for the crossing guards will be the responsibility of the Flagler County School Board. Additional guards may be added as needed:
   a. Belle Terre Elementary School (2)
   b. Buddy Taylor Middle School/Wadsworth Elementary (2)
   c. Bunnell Elementary School (1)
   d. Indian Trails Middle School (2)
   e. Rymfire Elementary School (1)

ii. School crossing guards shall be governed in accordance with Florida State Statutes.

iii. In the event the crossing guard will be absent for a prolonged period of time due to illness, injury or disability, or re-assignment for a period of five [5] consecutive workdays, the SHERIFF agrees to employ and/or assign a substitute crossing guard to assume the duties of the absent crossing guard.

**Article XVI: Indemnification**

i. Each party to this Agreement assumes any and all risks of personal injury and property damage to the extent attributable to the intentional and negligent acts or omissions of their respective officers and employees in furtherance of their respective performance under this Agreement. The parties agree, however, that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida: or (2) a waiver of each party's right to sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes. The limits of liability on each party as set forth in section 768.08, Florida Statutes are hereby fully incorporated herein by this reference. This Paragraph shall survive termination of this Agreement and shall remain in effect until such time as the statute of limitations has expired to bring a claim under this Agreement.

ii. Each party ("Indemnifying Party") shall indemnify and hold harmless the other parties, and their respective officers, employees, and city attorneys (individually and in their official capacity), from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Indemnifying Party, and persons employed or utilized by the Indemnifying Party in the performance of this Agreement.

**In Witness Whereof, The parties hereto have caused this Agreement to be executed as written above.**

**THE SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA**

BY: _____
Colleen Conklin, Chair

Date: 7/21/15

**OFFICE OF THE SHERIFF, FLAGLER COUNTY, FLORIDA**

BY: _____
James Manfre, Sheriff

Date: 12/8/15

Approved as to form and legality for the School

_____
Kristy Gavin, School Board Attorney

Date: 7-21-15

THE CITY OF PALM COAST

BY: _____
Jon Netts, Mayor

Date: 12/3/15

ATTEST:

_____
Virginia Smith, City Clerk

Date: 12/03/15

Approved as to form and legality for the City

_____
William E. Reischmann, Jr., City Attorney

Date: 12/3/2015

# INTERLOCAL AGREEMENT
# BETWEEN THE FLAGLER COUNTY SHERIFF'S OFFICE AND THE FLAGLER COUNTY SCHOOL DITRICT FOR THE SCHOOL RESOURCE DEPUTY PROGRAM and SCHOOL CROSSING GUARDS

This agreement, made and entered into, on, May 15, 2018 by and between the FLAGLER COUNTY SHERIFF'S OFFICE, hereinafter referred to as "SHERIFF" and the FLAGLER COUNTY SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD," agrees to the following:

**WITNESSETH:**

**WHEREAS, the SCHOOL BOARD and the SHERIFF have entered into this Agreement pursuant to section 1006.12, Florida Statutes: and**

**WHEREAS** the SCHOOL BOARD and the SHERIFF desire to provide law enforcement related services to the public schools within Flagler County in compliance with 1006.12, Florida Statutes; and

**WHEREAS** the SCHOOL BOARD and the SHERIFF realize the potential outstanding benefits of the School Resource Deputy (SRD) Program to the citizens of Flagler County; and

**WHEREAS,** the SCHOOL BOARD agrees to contract from the SHERIFF, and the SHERIFF agrees to provide the SCHOOL BOARD with an SRD Program in the Flagler County School District for its public schools, and the SCHOOL BOARD agrees to reimburse the SHERIFF for the expenses in providing the SRD Program and crossing guards in accordance with the attached Appendices; and

**WHEREAS,** the SHERIFF and the SCHOOL BOARD desire to set forth in the SRD and School Crossing Guard agreement the specific terms and conditions of the services to be performed and provided by the said SRD and School Crossing Guard Program in the Flagler County School District.

**WHEREAS,** the terms and conditions of this agreement shall replace the existing agreement between the CITY of PALM COAST, the SHERIFF, and the SCHOOL BOARD for the SRD and School Crossing Guard Program and the existing agreement, upon execution of this Agreement, is deemed terminated on June 30, 2018; and this new agreement shall become effective July 1, 2018.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**ARTICLE I. Establishment of the SRD Program**

A School Resource Deputy Program is established within the public non-charter schools of Flagler County. This program is for the nine (9) public schools located in Flagler County. Any programs established in the Flagler County Charter Schools are separate from this Agreement.

**Article II. Goals and Objectives**

The SCHOOL BOARD and the SHERIFF share the following goals and objectives with regard to the SRD Program:

i. To foster educational programs and activities that will increase student's knowledge of, and respect for, the law and the function of law enforcement agencies.
ii. To encourage SRDs to serve as mentors and positive role models for students;
iii. To act swiftly and cooperatively when responding to disruptions and reports of criminal activities on school property;

iv. To report criminal activity that occurs on school campuses and cooperate with law enforcement officials in their investigations of crimes;
v. To cooperate with other law enforcement officials in their investigation of criminal activity that occurs off campus;
vi. To be available to School Officials when school discipline is the result of alleged criminal activity;
vii. To support programs that are mutually beneficial to attain the goals and objectives set forth for the SRD program.

**Article III. Employment, Assignment and Dismissal**

i. The SHERIFF agrees to provide deputies at the current staffing and service levels as reflected in Appendix A.
ii. Both parties acknowledge that at the signing of this agreement, pursuant to a separate agreement between the City of Palm Coast and the Flagler County Sheriff's Office, the City of Palm Coast fully funds one SRD position that is not accounted for in Appendix A. That SRD position will be assigned to a school located within the city of Palm Coast.
iii. In the event of an emergency, school staff should call Emergency 911.
iv. The SRDs shall be employees of the SHERIFF'S OFFICE and shall be subject to the administration, supervision and control of the SHERIFF and are also subject to the terms and conditions of this Agreement.
v. The SHERIFF agrees to provide and to pay the SRD salary and employment benefits in accordance with the applicable salary schedule and employment practices of the SHERIFF'S OFFICE, including but not limited to sick leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental and medical insurance along with the costs of operations and equipment. The cost to the SCHOOL BOARD is in accordance with APPENDIX A.
vi. The SRDs shall be subject to all personnel policies and practices of the SHERIFF'S OFFICE.
vii. In the event the Principal of a school believes the assigned SRD is unable to engage in a productive working relationship with the school, the following progressive steps will be followed:

a. The Principal shall meet with the SRD Unit Supervisor to express concerns;
b. The SRD Unit Supervisor shall meet with the SRD and notify the Principal of the outcome/resolution;
c. Upon determining that the situation cannot be resolved and reviewed by the District Superintendent, the District Superintendent may request the removal of the SRD from the school; and together with the Section Commander determine the proper course of action.

viii. The SHERIFF, with sole discretion, shall have the power and authority to hire, discharge and discipline SRDs. The SHERIFF shall hold the SCHOOL BOARD free, harmless and indemnified from and against any and all claims, suits, or causes of action arising out of the allegations of unfair or unlawful employment practices brought by SRDs.

ix. The assignment, reassignment, and any new hire of an SRD will be assigned to his/her specific school at the sole discretion of the SHERIFF with input from the Superintendent or designee of the Flagler County Schools.

x. In the event an SRD is absent from work, the SRD shall notify both the SRD Supervisor, and the Principal or designee at the assigned school. A substitute for the absent SRD will be assigned by the SHERIFF during regularly scheduled school hours. The SCHOOL BOARD agrees to pay all costs incurred for overtime to fill a vacant position if the position cannot be filled with the SRD unit supervisor or section commander. If the vacancy is the result of an operational requirement not related to the SRD function, the SHERIFF will provide a deputy to fill the vacancy at no cost to the SCHOOL BOARD.

xi. Any Deputy who accepts the assignment to the SRD Unit shall agree to remain in the assignment for the duration of the school year before being transferred from the SRD Unit, unless the transfer is at the discretion of the SHERIFF.

**Article IV: Duty Hours**

i. The SRD shall be on duty for eight [8] hours with a consistent start time for their assigned school.

ii. In addition to eight [8] duty hours daily an SRD may be requested to work for any significant public school-related activities at the request

of the school. The SCHOOL BOARD agrees to pay the costs incurred for overtime pursuant to the request.

iii. Both parties understand and agree that time spent by SRDs attending court and/or criminal cases arising from their assignment, as an SRD, shall be considered as hours worked under this agreement.

**Article V: Qualifications**

i. The SRD shall maintain the following basic qualifications:
   a. Maintain a Certification of Basic Law Enforcement issued by Criminal Justice Standard and Training Commission;
   b. Have the minimum of two (2) years law enforcement experience;
   c. Successfully complete the Field training Program at the Sheriff's Office;
   d. Maintain necessary training in the proper application of restraints;
   e. Attend the first available Basic School Resource Officer training;
   f. Trained in classroom presentation (Instructor's Techniques) to be proficient when preparing and instructing law enforcement related topics;
   g. Possess sufficient knowledge of the applicable Federal and State laws, city and county ordinances, and the policies and regulations of the Flagler County School District;
   h. Possess even temperament;
   i. Be a positive role model to the youth in Flagler County;
   j. Be available to provide instruction, or as a guest speaker, to any school organization.

**Article VI: Duties**

i. The duties of the SRD include, but are not limited to, the following:
   a. To provide law enforcement services to the citizens and public school students of Flagler County;
   b. To enforce Federal, State and Local laws and ordinances;
   c. To investigate reported and alleged criminal activity on, or adjacent to, school property.
      1. The SRD shall not routinely initiate investigations of incidents occurring off campus during school hours unless immediate assistance from the SRD is necessary.
   d. To be available to answer questions that students, parents, faculty, and staff may have regarding police procedure;

e. To assist other Law Enforcement Officers with external investigations involving students attending the school to which the SRD is assigned;
f. To provide law enforcement services and traffic control for special school events or functions such as athletic events, dances, meetings, etc.;
g. To provide traffic control during the arrival and departure of students when deemed necessary;
h. To make recommendations to the school that will add to the safe and orderly arrival and departure of students, parents and visitors.
i. To notify the Principal or designee as soon as possible of an arrest or Baker Act, prior to removing the student from campus;
    1. The SRD and the Principal will develop a procedure for parent notification.
j. To provide school crossing for students in the event an assigned School Crossing Guard is absent;
k. To coordinate Emergency Medical Services, crowd and traffic control in the event of an emergency on campus;
l. To follow and conform with all Flagler County School District policies and regulations that do not conflict with the policies and procedures of the SHERIFF'S OFFICE;
m. To complete and maintain a daily activity log, which will be compiled into a monthly report for distribution as requested.
n. SRDs shall not be assigned a duty post.
o. SRDs shall be considered a supplemental resource to the school faculty, staff, and administration.
p. SRDs shall be visible to students, faculty and staff during peak hours (i.e.: lunch, class changes, assemblies, bus lines, arrival and dismals, etc.).
q. SRDs shall be available to attend faculty/staff meetings as well as administrative meetings with Principals or designees as requested and may be subject to overtime charges.
r. The Youth Services Section Commander shall meet with the Superintendent or designee on a quarterly basis to insure consistency within the SRD Unit and School District.
s. SRDs shall provide instruction to elementary, middle and high school students, as time permits, criminal justice programs and for anti-crime, anti-drug, anti-gang and anti-violence based programs.

i. SRDs shall provide a written schedule to the principal or designee of each school of instruction provided to students.
ii. SRDs shall maintain accurate records reflecting lessons taught; student attendance rosters, and completed curriculum.
iii. Any curriculum for which the SRD provides instruction shall be approved by the Superintendent or designee prior to implementation.
iv. The SCHOOL BOARD shall agree to provide SRDs access to classrooms with a manageable class size. Assembly methods of providing instruction are discouraged.
v. The SRD Supervisor shall coordinate all instruction schedules to insure proper coverage of schools while the assigned SRD is instructing students.

**Article VII: Training/Briefing**

i. The SRDs are required by the SHERIFF to attend scheduled law enforcement training sessions. Every attempt will be made to schedule these during non-instructional hours.
ii. All SRDs are required to attend regularly scheduled in-service training sessions to be scheduled by the supervisor of the SRD Unit. The SRD supervisor shall provide prior notification to the affected schools of any absence of a regularly assigned SRD due to training. Every attempt will be made to schedule these during non-instructional hours.
iii. All SRDs shall attend training provided by the Superintendent or designee on topics considered germane and timely.
iv. SRDs will be provided summer training, as needed and available, that will best serve the needs of the School Board and the SRD unit. This training may include but will not be limited to FASRO, NASRO, safety conferences, gang training, and/or other training germane to juveniles. The cost of the training will be incurred by the FCSO.
v. When requested, Faculty, Staff and Administration in each school shall receive training from the SRD on the following topics including but not limited to:
   a. Mandatory Child Abuse Reporting Requirements;
   b. Legal updates that affect schools;

c. Lock Down/Code Red Procedures;
d. Current trends with Flagler County youth (i.e.: drugs, gangs, weapons, etc.)
e. Active killer procedures.

The critical incident training can be facilitated on a teacher workday or a time designated by the principal.

**Article VIII: School Board Support**

i. The Superintendent shall appoint a school liaison to coordinate the SRD component of the school district and be a primary contact at the District level with the SHERIFF.

ii. The SCHOOL BOARD and Superintendent shall support the ability of the SRD to perform his/her duties by adequately supplying the following equipment:
   a. A private, air conditioned, properly lighted and centrally located office.
      1. Only the SRD shall have access to this office.
   b. A private telephone for confidential business purposes;
   c. A computer with a direct printer for report writing and other job related duties;
   d. A desk or file cabinet with locking drawers for storage of confidential files;
   e. Basic office supplies;

iii. The SHERIFF shall provide:
   a. A secure gun locker for an Agency issued rifle, which shall not be left overnight in the school;
   b. All other equipment normally issued to a Deputy Sheriff.

**Article IX: Dress Code**

i. The SRD shall wear a "Class B" uniform issued by the SHERIFF. Any deviation from the above shall be at the discretion of the SHERIFF or his designee.

**Article X: Transporting Students**

i. The SRDs shall only transport students in their patrol vehicles under the following conditions:
   a. The student is the victim of a crime;

b. The student has been arrested; or
c. There are exigent circumstances or an emergency.

ii. The SRD shall not transport students who have been suspended from school, barring exigent circumstances.

iii. The SRD shall not transport a sick or ill student, barring exigent circumstance.

iv. The SRD shall notify the Principal or designee prior to removing any student from campus and the cause of such removal.

**Article XI: Reporting Crimes and Delinquent Acts**

i. The SHERIFF and the SCHOOL BOARD agree that a safe and crime free school campus is required to insure a healthy educational environment. Both parties acknowledge the SCHOOL BOARD's "Zero Tolerance" policies for drugs, weapons, and violence on school grounds. However, the SRD retains full discretion with regard to enforcement of the law, making arrests, and taking appropriate law enforcement action. Accordingly, it is agreed that school personnel will report all delinquent acts and crimes as quickly as possible to the SRD, whenever the students are under the jurisdiction of the school. In the event the SRD is not available, any crimes or delinquent acts will be reported to the appropriate law enforcement agency.

ii. It is agreed that the Principal of each school is the ultimate decision maker regarding disciplinary issues that result from a non-criminal act. Decisions will be made by the Principal based on the District's Code of Student Conduct. Should the situation become a law enforcement issue, the SRD shall maintain discretion in pursuing criminal charges or alternative options, such as a Juvenile Citation, for incidents that occur on school grounds.

**Article XII: Establishment of the School Crossing Guard Program**

i. The SHERIFF shall provide school crossing guards for the following schools. The cost for the crossing guards will be the responsibility of the Flagler County School Board per Appendix B. This amount will be divided equally and paid monthly upon the SCHOOL BOARD receiving an invoice issued by the SHERIFF.

ii. Additional school crossing guards may be added by the DISTRICT, as needed and paid for by the SCHOOL BOARD:

a. Belle Terre Elementary School/Indian Trials Middle School (4)

b. Buddy Taylor Middle School/Wadsworth Elementary (3)
c. Bunnell Elementary School (1)
d. Rymfire Elementary School (1)

**Article XIII: Consideration**

i. For and in consideration of the SHERIFF providing the SRD Program as described herein, the SCHOOL BOARD agrees to reimburse the SHERIFF the total sum of the costs listed in Appendix A to offset the costs of the SRD program. The compensation set forth in Appendix A is inclusive of all costs associated with staffing the SRD Unit, including but not limited to wages, benefits, continuing education, uniforms, equipment, vehicles, maintenance, etc. The total amount due for this fiscal year's SRD/crossing guard staffing shall be the costs as outlined in Appendix A and B. This amount will be divided equally and paid monthly upon the SCHOOL BOARD receiving an invoice issued by the SHERIFF.

ii. The SCHOOL BOARD shall reimburse the SHERIFF for all over-time incurred by members of the SRD Unit or for Deputies for services provided pursuant to this contract. The rate of reimbursement for SRDs or deputies working over-time shall be at the rate of actual costs, including employee benefits, of the individual deputy working the overtime. Over-time will be paid for school duties that exceed an eight [8] hour shift, regardless if some or all of the standard eight [8] hour shift are worked by another SRD or deputy. A three-hour minimum applies any time over-time is incurred that is not a continuation of their standard eight (8) hour duty or the Deputy is scheduled to start the overtime more than thirty (30) minutes after the end of their normal assignment and are in a "call-back" status.

iii. The SHERIFF shall provide school crossing guards. The cost for the crossing guards will be the sole responsibility of the Flagler County School Board as reflected in Appendix B, unless additional crossing guards are requested. In this event, Appendix B will be increased to cover all expenses of the additional School Crossing Guards requested. This amount will be divided equally and paid monthly upon the SCHOOL BOARD receiving an invoice issued by the SHERIFF.

**Article XIV: Modifications**

This Agreement along with Appendix A and B constitutes the full understanding of the parties, and no terms, conditions, understandings,

or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereinafter made in writing and agreed to by both parties.

**Article XV: Terms of Agreement**

i. The term of this Agreement is one year, commencing on the 1st of July, 2018, and ending on the 30th of June, 2019. This Agreement may be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, prior to June 15th, of the initial or any succeeding term. However, compensation and staffing shall be addressed annually before April 15th of each year and a mutual agreement of the parties shall be reached and reflected in an annually revised Appendix A and B. If mutual agreement cannot be reached by June 15th of each year, the contract shall terminate at the end of the current year's term.

ii. Notices shall be sent by certified mail to:
For the Sheriff:
Flagler County Sheriff's Office
Attention: General Counsel
901 E. Moody Blvd.
Bunnell, FL 32110

For the District:
Flagler County District Schools
Attention: Superintendent's Office
1769 E. Moody Blvd, Bldr. 2
Bunnell, FL 32110

**Article XVI: Indemnification**

i. SHERIFF agrees that, to the extent permitted by law, and section 768.28, Florida Statutes, the SHERIFF will indemnify and hold harmless SCHOOL BOARD, for any damage or injury caused to the persons or property as a result of or due to negligence of SHERIFF or its employees.

ii. SCHOOL BOARD agrees that, to the extent permitted by law and section 768.28, Florida Statutes, the SCHOOL BOARD will indemnify and hold harmless SHERIFF, for any damage or injury

caused to the persons or property as a result of or due to negligence of SCHOOL BOARD or its employees.

iii. The parties agree, however, that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to either party under the laws of the State of Florida: or (2) a waiver of either party's right to sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes. The limits of liability on either party set forth in section 768.28, Florida Statutes are hereby fully incorporated herein by this reference. This Paragraph shall survive termination of this Agreement and shall remain in effect until such time as the statute of limitations has expired to bring a claim under this Agreement.

**In Witness Whereof, The parties hereto have caused this Agreement to be executed as written above.**

**THE SCHOOL BOARD OF FLAGLER COUNTY**

BY: TREVOR TUCKER, Chair
DATE: 5/15/18

**ATTEST:**

DATE: 5/15/18

Approved as to form and legality for the District

Kristy Gavin, School Board Attorney

Date: 5-15-18

**FLAGLER COUNTY SHERIFF'S OFFICE**

BY:
Rick Staly, Sheriff
DATE: 5/21/18

**ATTEST:**

DATE: 05/21/18

Approved as to form and legality for the Sheriff

Kayla Hathaway, General Counsel

Date: 5/21/2018

## Appendix A

District's SRD Program 50% Share – Does not include Overtime

| | |
|---|---|
| COMMANDER | $87,913 |
| SERGEANT | $66,677 |
| DEPUTY | $61,209 |
| DEPUTY | $63,821 |
| DEPUTY | $61,995 |
| DEPUTY | $50,754 |
| DEPUTY | $55,461 |
| DEPUTY | $49,635 |
| DEPUTY | $49,635 |
| DEPUTY | $49,635 |
| DEPUTY | $49,635 |
| DEPUTY | $49,635 |
| **Total** (without Overtime) | **$696,004** |
| Recommended OT Budget @ 1,120 hours | $44,654* |

## Appendix B

School Crossing Guards @ 100% of cost

| | |
|---|---|
| 9 SCHOOL CROSSING GUARDS | $92,938 |
| **Total Contract – not including Overtime** | **$788,942** |

*SRD Overtime invoiced bi-weekly at cost incurred

# INTERLOCAL AGREEMENT
# BETWEEN THE FLAGLER COUNTY SHERIFF'S OFFICE
# AND THE FLAGLER COUNTY SCHOOL DITRICT
# FOR THE
# SCHOOL RESOURCE DEPUTY PROGRAM and SCHOOL CROSSING GUARDS

---

This agreement, made and entered into, on, May___, 2019 by and between the FLAGLER COUNTY SHERIFF'S OFFICE, hereinafter referred to as "SHERIFF" and the FLAGLER COUNTY SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD," agrees to the following:

**WITNESSETH:**

**WHEREAS, the SCHOOL BOARD and the SHERIFF have entered into this Agreement pursuant to section 1006.12, Florida Statutes: and**

**WHEREAS** the SCHOOL BOARD and the SHERIFF desire to provide law enforcement related services to the public schools within Flagler County in compliance with 1006.12, Florida Statutes; and

**WHEREAS** the SCHOOL BOARD and the SHERIFF realize the potential outstanding benefits of the School Resource Deputy (SRD) Program to the citizens of Flagler County; and

**WHEREAS,** the SCHOOL BOARD agrees to contract from the SHERIFF, and the SHERIFF agrees to provide the SCHOOL BOARD with an SRD Program in the Flagler County School District for its public schools, and the SCHOOL BOARD agrees to reimburse the SHERIFF for the expenses in providing the SRD Program and crossing guards in accordance with the attached Appendices; and

**WHEREAS,** the SHERIFF and the SCHOOL BOARD desire to set forth in the SRD and School Crossing Guard agreement the specific terms and conditions of the services to be performed and provided by the said SRD and School Crossing Guard Program in the Flagler County School District.

**WHEREAS,** the terms and conditions of this agreement shall replace the existing agreement between the CITY of PALM COAST, the SHERIFF, and the SCHOOL BOARD for the SRD and School Crossing Guard Program and the existing agreement, upon execution of this Agreement, is deemed terminated on June 30, 2019; and this new agreement shall become effective July 1, 2019.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

## ARTICLE I. Establishment of the SRD Program

A School Resource Deputy Program is established within the public schools of Flagler County.

## Article II. Goals and Objectives

The SCHOOL BOARD and the SHERIFF share the following goals and objectives with regard to the SRD Program:

i. To foster educational programs and activities that will increase student's knowledge of, and respect for, the law and the function of law enforcement agencies.
ii. To encourage SRDs to serve as mentors and positive role models for students;
iii. To act swiftly and cooperatively when responding to disruptions and reports of criminal activities on school property;
iv. To report criminal activity that occurs on school campuses and cooperate with law enforcement officials in their investigations of crimes;

v. To cooperate with other law enforcement officials in their investigation of criminal activity that occurs off campus;
vi. To be available to School Officials when school discipline is the result of alleged criminal activity;
vii. To support programs that are mutually beneficial to attain the goals and objectives set forth for the SRD program.

**Article III. Employment, Assignment and Dismissal**

i. The SHERIFF agrees to provide deputies at the current staffing and service levels as reflected in Appendix A.
ii. Both parties acknowledge that at the signing of this agreement, pursuant to a separate agreement between the City of Palm Coast and the Flagler County Sheriff's Office, the City of Palm Coast fully funds one SRD position that is not accounted for in Appendix A. That SRD position will be assigned to a school located within the city of Palm Coast.
iii. In the event of an emergency, school staff should call Emergency 911.
iv. The SRDs shall be employees of the SHERIFF'S OFFICE and shall be subject to the administration, supervision and control of the SHERIFF and are also subject to the terms and conditions of this Agreement.
v. The SHERIFF agrees to provide and to pay the SRD salary and employment benefits in accordance with the applicable salary schedule and employment practices of the SHERIFF'S OFFICE, including but not limited to sick leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental and medical insurance along with the costs of operations and equipment. The cost to the SCHOOL BOARD is in accordance with APPENDIX A.
vi. The SRDs shall be subject to all personnel policies and practices of the SHERIFF'S OFFICE.
vii. In the event the Principal of a school believes the assigned SRD is unable to engage in a productive working relationship with the school, the following progressive steps will be followed:
    a. The Principal shall meet with the SRD Unit Supervisor to express concerns;
    b. The SRD Unit Supervisor shall meet with the SRD and notify the Principal of the outcome/resolution;

c. Upon determining that the situation cannot be resolved and reviewed by the District Superintendent, the District Superintendent may request the removal of the SRD from the school; and together with the Section Commander determine the proper course of action.

viii. The SHERIFF, with sole discretion, shall have the power and authority to hire, discharge and discipline SRDs. The SHERIFF shall hold the SCHOOL BOARD free, harmless and indemnified from and against any and all claims, suits, or causes of action arising out of the allegations of unfair or unlawful employment practices brought by SRDs.

ix. The assignment, reassignment, and any new hire of an SRD will be assigned to his/her specific school at the sole discretion of the SHERIFF with input from the Superintendent or designee of the Flagler County Schools.

x. In the event an SRD is absent from work, the SRD shall notify both the SRD Supervisor, and the Principal or designee at the assigned school. A substitute for the absent SRD will be assigned by the SHERIFF during regularly scheduled school hours. The SCHOOL BOARD agrees to pay all costs incurred for overtime to fill a vacant position if the position cannot be filled with the SRD unit supervisor or section commander. If the vacancy is the result of an operational requirement not related to the SRD function, the SHERIFF will provide a deputy to fill the vacancy at no cost to the SCHOOL BOARD.

xi. Any Deputy who accepts the assignment to the SRD Unit shall agree to remain in the assignment for the duration of the school year before being transferred from the SRD Unit, unless the transfer is at the discretion of the SHERIFF.

**Article IV: Duty Hours**

i. The SRD shall be on duty for eight [8] hours with a consistent start time for their assigned school.

ii. In addition to eight [8] duty hours daily an SRD may be requested to work for any significant public school-related activities at the request of the school. The SCHOOL BOARD agrees to pay the costs incurred for overtime pursuant to the request.

iii. Both parties understand and agree that time spent by SRDs attending court and/or criminal cases arising from their assignment, as an SRD, shall be considered as hours worked under this agreement.

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i. The SRD shall maintain the following basic qualifications:
   a. Maintain a Certification of Basic Law Enforcement issued by Criminal Justice Standard and Training Commission;
   b. Have the minimum of two (2) years law enforcement experience;
   c. Successfully complete the Field training Program at the Sheriff's Office;
   d. Maintain necessary training in the proper application of restraints;
   e. Attend the first available Basic School Resource Officer training;
   f. Trained in classroom presentation (Instructor's Techniques) to be proficient when preparing and instructing law enforcement related topics;
   g. Possess sufficient knowledge of the applicable Federal and State laws, city and county ordinances, and the policies and regulations of the Flagler County School District;
   h. Possess even temperament;
   i. Be a positive role model to the youth in Flagler County;
   j. Be available to provide instruction, or as a guest speaker, to any school organization.

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i. The duties of the SRD include, but are not limited to, the following:
   a. To provide law enforcement services to the citizens and public school students of Flagler County;
   b. To enforce Federal, State and Local laws and ordinances;
   c. To investigate reported and alleged criminal activity on, or adjacent to, school property.
      1. The SRD shall not routinely initiate investigations of incidents occurring off campus during school hours unless immediate assistance from the SRD is necessary.
   d. To be available to answer questions that students, parents, faculty, and staff may have regarding police procedure;

e. To assist other Law Enforcement Officers with external investigations involving students attending the school to which the SRD is assigned;
f. To provide law enforcement services and traffic control for special school events or functions such as athletic events, dances, meetings, etc.;
g. To provide traffic control during the arrival and departure of students when deemed necessary;
h. To make recommendations to the school that will add to the safe and orderly arrival and departure of students, parents and visitors.
i. To notify the Principal or designee as soon as possible of an arrest or Baker Act, prior to removing the student from campus;
   1. School district procedures shall be followed for parent notification.
j. To provide school crossing for students in the event an assigned School Crossing Guard is absent;
k. To coordinate Emergency Medical Services, crowd and traffic control in the event of an emergency on campus;
l. To follow and conform with all Flagler County School District policies and regulations that do not conflict with the policies and procedures of the SHERIFF'S OFFICE;
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s. SRDs shall provide instruction to elementary, middle and high school students, as time permits, criminal justice programs and for anti-crime, anti-drug, anti-gang and anti-violence based programs to include anti-bullying/cyber bullying programs.

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ii. It is agreed that the Principal of each school is the ultimate decision maker regarding disciplinary issues that result from a non-criminal act. Decisions will be made by the Principal based on the District's Code of Student Conduct. Should the situation become a law enforcement issue, the SRD shall maintain discretion in pursuing criminal charges or alternative options, such as a Juvenile Citation, for incidents that occur on school grounds.

**Article XII: Establishment of the School Crossing Guard Program**

i. The SHERIFF shall provide school crossing guards for the following schools. The cost for the crossing guards will be the responsibility of the Flagler County School Board per Appendix B. This amount will be divided equally and paid monthly upon the SCHOOL BOARD receiving an invoice issued by the SHERIFF.

ii. Additional school crossing guards may be added by the DISTRICT, as needed and paid for by the SCHOOL BOARD:

a. Belle Terre Elementary School/Indian Trials Middle School (4)

b. Buddy Taylor Middle School/Wadsworth Elementary (3)
c. Bunnell Elementary School (1)
d. Rymfire Elementary School (1)

**Article XIII: Consideration**

i. For and in consideration of the SHERIFF providing the SRD Program as described herein, the SCHOOL BOARD agrees to reimburse the SHERIFF the total sum of the costs listed in Appendix A to offset the costs of the SRD program. The compensation set forth in Appendix A is inclusive of all costs associated with staffing the SRD Unit, including but not limited to wages, benefits, continuing education, uniforms, equipment, vehicles, maintenance, etc. The total amount due for this fiscal year's SRD/crossing guard staffing shall be the costs as outlined in Appendix A and B. This amount will be divided equally and paid monthly upon the SCHOOL BOARD receiving an invoice issued by the SHERIFF.

ii. The SCHOOL BOARD shall reimburse the SHERIFF for all over-time incurred by members of the SRD Unit or for Deputies for services provided pursuant to this contract. The rate of reimbursement for SRDs or deputies working over-time shall be at the rate of actual costs, including employee benefits, of the individual deputy working the overtime. Over-time will be paid for school duties that exceed an eight [8] hour shift, regardless if some or all of the standard eight [8] hour shift are worked by another SRD or deputy. A three-hour minimum applies any time over-time is incurred that is not a continuation of their standard eight (8) hour duty or the Deputy is scheduled to start the overtime more than thirty (30) minutes after the end of their normal assignment and are in a "call-back" status.

iii. The SHERIFF shall provide school crossing guards. The cost for the crossing guards will be the sole responsibility of the Flagler County School Board as reflected in Appendix B, unless additional crossing guards are requested. In this event, Appendix B will be increased to cover all expenses of the additional School Crossing Guards requested. This amount will be divided equally and paid monthly upon the SCHOOL BOARD receiving an invoice issued by the SHERIFF.

**Article XIV: Modifications**

This Agreement along with Appendix A and B constitutes the full understanding of the parties, and no terms, conditions, understandings,

or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereinafter made in writing and agreed to by both parties.

**Article XV: Terms of Agreement**

i. The term of this Agreement is one year, commencing on the 1st of July, 2019, and ending on the 30th of June, 2020. This Agreement may be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, prior to June 15th, of the initial or any succeeding term. However, compensation and staffing shall be addressed annually before April 15th of each year and a mutual agreement of the parties shall be reached and reflected in an annually revised Appendix A and B. If mutual agreement cannot be reached by June 15th of each year, the contract shall terminate at the end of the current year's term.

ii. Notices shall be sent by certified mail to:
For the Sheriff:
Flagler County Sheriff's Office
Attention: General Counsel
PO Box 879
Bunnell, FL 32110

For the District:
Flagler County District Schools
Attention: Superintendent's Office
1769 E. Moody Blvd, Bldr. 2
Bunnell, FL 32110

**Article XVI: Indemnification**

i. SHERIFF agrees that, to the extent permitted by law, and section 768.28, Florida Statutes, the SHERIFF will indemnify and hold harmless SCHOOL BOARD, for any damage or injury caused to the persons or property as a result of or due to negligence of SHERIFF or its employees.

ii. SCHOOL BOARD agrees that, to the extent permitted by law and section 768.28, Florida Statutes, the SCHOOL BOARD will indemnify and hold harmless SHERIFF, for any damage or injury

caused to the persons or property as a result of or due to negligence of SCHOOL BOARD or its employees.

iii. The parties agree, however, that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to either party under the laws of the State of Florida: or (2) a waiver of either party's right to sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes. The limits of liability on either party set forth in section 768.28, Florida Statutes are hereby fully incorporated herein by this reference. This Paragraph shall survive termination of this Agreement and shall remain in effect until such time as the statute of limitations has expired to bring a claim under this Agreement.

**In Witness Whereof, The parties hereto have caused this Agreement to be executed as written above.**

**THE SCHOOL BOARD OF FLAGLER COUNTY**

BY:_____

_____, Chair

DATE:_____

**ATTEST:**

_____

_____

DATE:_____

Approved as to form and legality for the District

_____

Kristy Gavin, School Board Attorney

Date:_____

**FLAGLER COUNTY SHERIFF'S OFFICE**

BY:_____

Rick Staly, Sheriff

DATE:_____

**ATTEST:**

_____

_____

DATE:_____

Approved as to form and legality for the Sheriff

_____

Kayla Hathaway, General Counsel

Date:_____

## Appendix A

District's SRD Program 50% Share – Does not include Overtime

| | |
|---|---|
| COMMANDER | $92,644 |
| SERGEANT | $69,124 |
| DEPUTY | $66,154 |
| DEPUTY | $64,254 |
| DEPUTY | $63,437 |
| DEPUTY | $57,459 |
| DEPUTY | $51,523 |
| DEPUTY | $49,588 |
| DEPUTY | $49,588 |
| DEPUTY | $49,588 |
| DEPUTY | $49,588 |
| DEPUTY | $49,588 |
| DEPUTY* | *Cost to be paid in full By Imagine School Town Center, as is included in a separate agreement. |
| **Total** (without Overtime) | **$712,533** |

## Appendix B

School Crossing Guards @ 100% of cost

| | |
|---|---|
| 9 SCHOOL CROSSING GUARDS | $98,407 |
| **Total Contract – not including Overtime** | **$810,940*#** |

*SRD Overtime invoiced bi-weekly at cost incurred
#Excludes cost for Deputy assigned to Imagine School at Town Center to be paid in full by Imagine School at Town Center