

SCHOOL RESOURCE DEPUTY AGREEMENT

AGREEMENT is made this 1st. day of August 2006 by and between the SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA a corporate body (the "School Board") and the FLAGLER COUNTY SHERIFF'S OFFICE (the "SHERIFF'S OFFICE"), as follows:

WITNESSETH:

WHEREAS, the SCHOOL BOARD, agrees to contract from the SHERIFF'S OFFICE and the SHERIFF'S OFFICE agrees to provide the SCHOOL BOARD a School Resource Deputy (SRD) Program in the Flagler County School District and the SCHOOL BOARD agrees to reimburse the SHERIFF'S OFFICE for its expenses in providing the said SRD Program; and

WHEREAS, the SCHOOL BOARD and the SHERIFF'S OFFICE desire to set forth in this SRD Agreement the specific terms and conditions of the services to be performed and provided by the said SRD in the Flagler County School District;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Goals and Objectives. It is understood and agreed that the SCHOOL BOARD and the SHERIFF'S OFFICE officials share the following goals and objectives with regard to the SRD Program in the Flagler County School District:
 - 1.1 To foster educational programs and activities that will increase students knowledge of and respect for the law and the function of law enforcement agencies;
 - 1.2 To encourage SRDS to serve as mentors and positive role models for students
 - 1.3 To encourage SRDS to attend extra-curricular activities held at schools whenever possible
 - 1.4 To have the SRDS continue to be involved with the Police Athletic League (PAL) programs that provide activities for Flagler County students;

- 1.5 To act swiftly and cooperatively when responding to disruptions and reports of criminal activity on school grounds;
- 1.6 To report crimes that occur on campus and to cooperate with law enforcement officials in their investigations of crimes that occur at school;
- 1.7 To cooperate with law enforcement officials in their investigation of crimes that occurs off campus;
- 1.8 To encourage SRDS to provide traffic control and crossing guards at schools when necessary for the safety and protection of students and general public;
- 1.9 To be available to School Officials when school discipline is being conducted when such discipline is the result of alleged criminal activity
- 1.10 To initiate programs within the schools that provide curriculum to students that give positive messages such as anti-drugs or anti-violence etc.(ex. SMART PROGRAM). Any and all such curriculums will be approved by the SCHOOL BOARD or their Designee prior to presentation to students.

2. EMPLOYMENT and ASSIGNMENT of SRDS.

- 2.1 The SHERIFF'S OFFICE agrees to employ nine full time SRDS during the term of this agreement. 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.
- 2.2 The SHERIFF'S OFFICE agrees to provide and to pay the SRD'S salary and employment benefits in accordance with the applicable salary schedules and employment practices of the SHERIFF'S OFFICE, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, medical hospitalization 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 the agreement.

- 2.3 The SHERIFF'S OFFICE, in its sole discretion, shall have the power and authority to hire, discharge and discipline SRDS. The SHERIFF'S OFFICE 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.
- 2.4 The assignment of the SRD to his/her specific school will be administered by the Director of Youth Services / SRD supervisor or his/her designee after consulting the Principal or his /her designee.
- 2.5 In the event a SRD is absent from work, the SRD shall notify both his supervisor in the SHERIFF'S OFFICE and the Principal of the school to which he/ she is assigned. The SHERIFF'S OFFICE will make a good faith effort to assign a substitute for the absent SRD. In the event the SRD is absent due to illness, disability or re-assignment for a period of ten (10) consecutive workdays, the SHERIFF'S OFFICE agrees to employ and or assign a substitute SRD to assume the duties of the absent SRD.
- 2.6 Any Deputy who accepts assignment to the School Resource Deputy Unit shall agree to a minimum assignment period of 18 months before he /she can request to be transferred.

3. Duty Hours

- 3.1 Specific duty hours at a particular school shall be set by mutual agreement between the SCHOOL BOARD , at the direction of the Superintendent or the Principal of the school and the Supervisor of the SRD Unit.
- 3.2 The SRD shall be on duty at their respective schools from fifteen minutes before the start of the school day until 15 minutes after the end of the school day. The SRD should make every attempt to attend the lunch room during school lunch periods, however the SRD should not be assigned to be in a specific place at a specific time. The SRD should be used as a supplemental manpower resource .The SRD shall make every attempt to be highly visible to the student population, for ex. lunches, class changes, PE periods, etc.
- 3.3 It is understood and agreed that time spent by the SRD attending court and or criminal cases arising from /or out of their employment as a SRD shall be considered as hours worked under this agreement.
- 3.4 In the event of an emergency if one or more SRDS are ordered by the Sheriff's Office to leave their school during normal school hours to perform other services for the Sheriff's Office, the time spent shall not be considered hours worked under this Agreement. In such an event, the hours shall be made up in a manner determined by mutual agreement of both parties.

4. BASIC QUALIFICATIONS OF SRD

- 4.1 Shall be a State Certified Law Enforcement Officer and should have at least two years of law enforcement experience;
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, City Ordinances, and Flagler County School District Board of Education, policies and regulations;
- 4.3 Shall have been trained in proper application of restraints by a Certified Use of Force Instructor;
- 4.4 Shall possess even temperament and set a good example for students by using good judgment and discretion, using good communication skills;
- 4.5 The SRD shall have training in classroom presentation, instructors techniques, etc, so he/she may be proficient when teaching law enforcement related topics in the class room.

5. DUTIES OF SRD

- 5.1 To protect lives and property for the citizens and public school students of Flagler County;
- 5.2 To enforce Federal , State, and local laws and ordinances;
- 5.3 To investigate reported and alleged criminal activity on or adjacent to school property. The SRD shall not routinely initiate investigations as to off campus incidents while serving as SRD on school property unless immediate assistance from the SRD is necessary;
- 5.4 To be available to answer questions that students may have about Florida's criminal or juvenile laws;
- 5.5 To assist other Law Enforcement Officers with outside investigations concerning students attending the school to which the SRD is assigned;
- 5.6 To provide security for special school events or functions such as athletic events, dances , meetings etc.
- 5.7 To provide traffic control during the arrival and departure of students when a crossing guard is not present;
- 5.8 The SRD is not a disciplinarian. The SRD shall consult with school officials during

the disciplinary process when the disciplinary action is the result of alleged criminal activity;

5.9 Coordinate Emergency Medical Service (EMS) ,crowd and traffic control in case of an emergency on campus;

5.10 Investigate bus stop incidents;

5.11 Follow and conform to all Flagler County School District Board policies and procedures that do not conflict with the policy and procedure of the Sheriff's Office;

5.11 Complete and maintain a daily activity log or such other report regarding his/her activities while on duty as the SRD

6. CHAIN of COMMAND

6.1 As employees of the Sheriff's Office, SRD shall follow the chain of command as set forth in the Sheriff's Office Policies and Procedure Manual. The School Resource Unit is part of the Youth Services Division of the Sheriff's Office.

6.2 In the performance of their duties, SRDS shall communicate with the Superintendent or his/her designee as well as the Principal of the school to which the SRD is assigned;

7. TRAINING /BRIEFING

7.1 All SRDS are required by the Sheriff's Office to attend regularly scheduled briefing sessions conducted by the Supervisor of the SRD Unit.

7.2 All SRDS are required to attend regularly scheduled training sessions for in-service training to be scheduled by the SRD Unit Supervisor;

7.3 The School Board also may provide training in Board of Education Policies and Procedures;

7.4 The School Board will continue to pay for the Florida Association of School Resource Officers (FASRO) Conference and other SRD related schools and /or training.

8. SCHOOL BOARD SUPPORT

8.1 The School Board shall support the ability of the SRD to perform his/ her duties at each school by supplying at a minimum the following:

- a. a private office accessible only by the SRD and Principal, which is air conditioned and properly lighted;
- b. a telephone to be used for confidential business purposes;
- c. a computer with printer for report writing and other job related activities;
- d. a desk with drawers which preferably can be locked for confidential files to be stored;
- e. office supplies.
- f. Supply a total of five digital cameras for the SRD'S offices to process crime scenes, limit liability issues to the School District etc.
- g. The school board will supply each contracted SRD with a cell phone for use in his/her official duties as a SRD the monthly bill to be paid by the District.

9. DRESS CODE

- 9.1 The SRD shall be outfitted by the Sheriff's Office and required to wear a Departmental issued uniform. Civilian attire can be worn at the discretion of the SRD supervisor as long as the attire designates the SRD as a Deputy Sheriff.

10. TRANSPORTING STUDENTS IN SHERIFF'S OFFICE VEHICLES

- 10.1 It is agreed that SRDS shall not transport students in their vehicles except:

- a. when the students are victims of a crime;
- b. under arrest;
- c. or some other type of emergency exists; and
- d. the SRD shall notify a school administrator before removing a student from campus

11 REPORTING CRIMES and DELINQUENT ACTS

- 11.1 It is agreed that the Flagler County School Board and the Sheriff's Office desire a safe and crime free school campus and enforce a " zero tolerance " for crime and substance abuse. Accordingly, it is agreed that school personnel will report to the School Resource Deputy all delinquent acts and crimes occurring wherever students are under the jurisdiction of the school. Where a SRD is not present or available, report will be made to the appropriate law enforcement agency.

12. TERMS OF AGREEMENT

- 12.1 The term of this Agreement is one year commencing on July 01, 2006 and ending on June 30, 2007. This agreement shall be renewed and extended annually for additional and successive one year term unless notice of non-renewal is given by either party, in writing, prior to June 15 of the initial or any succeeding term.

13. CONSIDERATION

- 13.1 For and in consideration of the Sheriff's Office providing the SRD Program as described herein, the School Board agrees to reimburse the Sheriff's Office the sum of \$ 222,417.00. Payments shall be made in quarterly installments.
- 13.2 The School Board shall reimburse the Sheriff's Office for all security services performed by the SRD Unit at school functions occurring after regular school hours. The rate of reimbursement shall be at the rate of \$30.00 per hour per Deputy with a three hour minimum.
- 13.3 A crossing guard will be added for Rymfire Elementary School at a cost of \$6,324.00.

14. INSURANCE and INDEMNIFICATION

Each party agrees to hold the other its agents and employees, free, harmless and indemnified from and against any and all claims, suits, or causes of actions arising from the performance of duties of the SRDS or the School Board employees.

IN WITNESS WHEREOF,

The parties hereto have caused this Agreement to be executed the day and year first written above.

THE SCHOOL BOARD OF
FLAGLER COUNTY,FLORIDA

OFFICE OF THE SHERIFF,
FLAGLER COUNTY FLORIDA

By : -----, Chair of

By : -----

The School Board of Flagler County
Florida

Sheriff of Flagler County , Florida

