

**INTERLOCAL AGREEMENT
BETWEEN THE FLAGLER COUNTY SHERIFF’S OFFICE
AND THE FLAGLER COUNTY SCHOOL DISTRICT
FOR THE
SCHOOL RESOURCE DEPUTY PROGRAM and SCHOOL
CROSSING GUARDS**

This agreement, made and entered into, on, May___, 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 dismissals, 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**

ATTEST:

BY: _____
_____, Chair

DATE: _____

DATE: _____

Approved as to form and legality for the District

Kristy Gavin, School Board Attorney

Date: _____

**FLAGLER COUNTY SHERIFF'S
OFFICE**

ATTEST:

BY: _____
Rick Staly, Sheriff

DATE: _____

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	\$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
<u>Recommended OT Budget @ 1,120 hours</u>	<u>\$44,654*</u>

Appendix B

School Crossing Guards @ 100% of cost

9 SCHOOL CROSSING GUARDS	\$92,938
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Total Contract – not including Overtime	\$788,942
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*SRD Overtime invoiced bi-weekly at cost incurred