

Memorandum

TO: Superintendent

School Board Members

From: Clifton Hinote, Director of High Schools

Date: August 14, 2013

RE: School Resource Officer Agreement with the Gulf Breeze Police Department

I am requesting approval of the School Resource Officer Agreement with the Gulf Breeze Police Department and the necessary funding for the placement of two school resource officers on the campuses of Gulf Breeze High School and Gulf Breeze Middle School. The attached agreement delineates the responsibilities of each party in reference to this agreement. Please note the total cost to the Santa Rosa County School District reflects 50% of the cost to provide the S.R.O. program at the afore-mentioned schools. This cost to the District will equate to \$59,865.74 which represents no cost increase from the previous year.

Your consideration and approval of this request is essential to our ability to continue to provide a safe learning environment at these schools. Thank you for your consideration.

SCHOOL RESOURCE OFFICER AGREEMENT

AGREEMENT is made this the 12th day of August, 2013 by and between the SCHOOL DISTRICT OF SANTA ROSA COUNTY and the CITY OF GULF BREEZE as follows:

WITNESSETH:

WHEREAS the SCHOOL DISTRICT OF SANTA ROSA COUNTY agrees to purchase from the GULF BREEZE POLICE DEPARTMENT and the GULF BREEZE POLICE DEPARTMENT agrees to provide for the SCHOOL DISTRICT OF SANTA ROSA COUNTY and to manage a School Resource Officer (SRO) Program in the SCHOOL DISTRICT OF SANTA ROSA COUNTY consisting of two (2) full time School Resource Officers, their vehicles, supplies and equipment and the SCHOOL DISTRICT OF SANTA ROSA COUNTY agrees to reimburse the GULF BREEZE POLICE DEPARTMENT for its expenses in providing the said SRO Program as described in attachment "A"; and

WHEREAS the SCHOOL DISTRICT OF SANTA ROSA COUNTY and the GULF BREEZE POLICE DEPARTMENT desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the SCHOOL DISTRICT OF SANTA ROSA COUNTY;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.0 Goals and Objectives** – It is understood and agreed that the SCHOOL DISTRICT OF SANTA ROSA COUNTY and GULF BREEZE POLICE DEPARTMENT officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:
 - 1.1** To foster educational programs and activities that will increase student's knowledge of and respect for the law and function of law enforcement agencies;
 - 1.2** To encourage SROs to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;
 - 1.3** To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
 - 1.4** To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;

- 1.5 To cooperate with other law enforcement officials in their investigations of criminal offenses which occur off campus; and
- 1.6 To encourage SROs to coordinate traffic control and crossing guards at schools when deemed necessary for the safety and protection of students and the general public when the regular traffic control officer or crossing guard is absent.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The GULF BREEZE POLICE DEPARTMENT agrees to employ 2 School Resource Officers (SROs) during the term of this agreement. The SROs shall be employees of the GULF BREEZE POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the GULF BREEZE POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- 2.2 The GULF BREEZE POLICE DEPARTMENT agrees to provide and to pay the SROs salary and employment benefits in accordance with the applicable salary schedules and employment practices of the GULF BREEZE POLICE DEPARTMENT, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SROs shall be subject to all other personnel policies and practices of the GULF BREEZE POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.3 The GULF BREEZE POLICE DEPARTMENT, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. THE GULF BREEZE POLICE DEPARTMENT shall hold the SCHOOL DISTRICT OF SANTA ROSA COUNTY free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs.
- 2.4 The SROs shall be assigned by the GULF BREEZE POLICE DEPARTMENT as follows:
 - 2.41 One shall be assigned to the Gulf Breeze High School
 - 2.42 One shall be assigned to the Gulf Breeze Middle School

Total Assigned (2)

- 2.5 In the event an SRO is absent from work, the SRO shall notify both his supervisor in the GULF BREEZE POLICE DEPARTMENT and the principal of the school to which the SRO is assigned.

3.0 Duty Hours

- 3.1** The maximum number of hours that a SRO officer shall be on duty in a workweek shall be 40 hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between the SCHOOL DISTRICT OF SANTA ROSA COUNTY, at the direction of the Superintendent, his designee, or the Principal of the school to which the officer is assigned, and the GULF BREEZE POLICE DEPARTMENT, by the Officer in charge of the SRO Program.
- 3.2** The SROs shall be on duty at their respective school(s) from 30 minutes before the beginning of the student instructional day until 30 minutes after the end of the students' school day unless modified by the mutual agreement between the GULF BREEZE POLICE DEPARTMENT and the SCHOOL DISTRICT OF SANTA ROSA COUNTY by the Superintendent, his designee or the Principal.
- 3.3** It is understood and agreed that time spent by SROs attending court, or working juvenile and/or criminal cases arising from their employment, as an SRO shall be considered as hours worked under the Agreement.
- 3.4** Compensatory Time:
 - 1. The SRO shall earn compensatory time in accordance with the provisions of Article XV, Section 5 of the Collective Bargaining Agreement by and between the City of Gulf Breeze, Florida and the Florida State Lodge of the Fraternal Order of Police.
 - 2. All earned compensatory time shall be based upon the assignment of the Principal and Police Chief.
 - 3. Except in cases of an emergency nature, the extra-curricular assignment is to be made prior to the accrual of the compensatory time.
 - 4. Compensatory time will be used on school holidays observed by school board instructional personnel.
 - 5. All SRO compensatory time shall be used by the SRO prior to the last day of post-planning of each school year, if time permits.
 - 6. It shall be the responsibility of the Principal of the primary school to minimize the assignment of extra-curricular activities to the extent for which all compensatory time can be awarded and used by the SRO prior to the end of post planning, if time permits.

4.0 Basic Qualifications of School Resource Officers (SROs) – To be an SRO, an officer must first meet all of the following basic qualifications:

- 4.1** Shall be a commissioned officer and should have one year of law enforcement experience;

- 4.2 Shall complete the 40 hour basic SRO course prior to, or as soon as possible after assignment;
- 4.3 Shall possess a sufficient knowledge of the applicable Federal and State laws. City and County ordinances, Santa Rosa County School Board, and the State of Florida Department of Education policies and regulations;
- 4.4 Shall be capable of conducting in depth criminal investigations;
- 4.5 Shall possess even temperament and set a good example for students; and
- 4.6 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officers

- 5.1 To protect lives and property for the citizens and public school students of the county;
- 5.2 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
- 5.3 To investigate criminal activity committed on or adjacent to school property;
- 5.4 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of a student;
- 5.5 To answer questions that students may have about Florida Criminal or juvenile laws;
- 5.6 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
- 5.7 To coordinate security for special school events or functions, such as athletic events and PTA meetings, at the request of the Principal or the Superintendent or his designee; and
- 5.8 To coordinate traffic control during the arrival and departure of students.

6.0 Chain of Command

- 6.1** As employees of the GULF BREEZE POLICE DEPARTMENT, SROs shall follow the chain of command as set forth in the GULF BREEZE POLICE DEPARTMENT Policies and Procedure Manual.
- 6.2** In the performance of their duties, SROs shall coordinate and communicate with the Principal or the Principal's designee of the school to which they are assigned.

7.0 Training/Briefing

- 7.1** Training sessions will be conducted to provide SROs with appropriate in-service training such as updates in the law and in-service firearm training. The SCHOOL DISTRICT OF SANTA ROSA COUNTY also may provide training in Board of Education Policies, regulations and procedures.

8.0 Dress Code – SROs shall be provided by the GULF BREEZE POLICE DEPARTMENT and required to wear a departmental issued uniform.

9.0 Supplies and Equipment – The GULF BREEZE POLICE DEPARTMENT agrees to provide each SRO with the following equipment:

- 9.1** Motor vehicles. The GULF BREEZE POLICE DEPARTMENT shall provide a marked patrol vehicle for each SRO. In addition, the GULF BREEZE POLICE DEPARTMENT agrees to:
 - 9.11** maintain the vehicles assigned to SROs;
 - 9.12** pay for gasoline, oil, replacement tires and other expenses associated with the operation of the said vehicles; and
 - 9.13** purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the Risk Manager for the County.
- 9.2** Weapons and ammunition. The GULF BREEZE POLICE DEPARTMENT agrees to provide the standard issue pistol and rounds of ammunition for each SRO.
- 9.3** Each SRO will be furnished a workplace in the assigned school that will include access to a phone, desk, and space for closet storage.

10.0 Transporting Students

- 10.1** It is agreed that SROs shall not transport students in the vehicles except:
 - 10.11** when the students are victims of a crime, under arrest, picked up as truants, or some other emergency circumstances exist; and

10.12 when students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

10.2 If circumstances require that the SRO transport a student, then the school officials may provide a school official or employee of the same gender of the student to be transported to accompany the officer in the vehicle.

10.3 If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.

10.4 Student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

10.5 SROs shall notify the School Principal before removing a student from campus.

11.0 Investigation, Interrogation, Search and Arrest Procedures – The standard operating procedures (SOP) for the investigation of crimes and interrogation, search and arrest of students are as follows:

11.1 Interrogation Procedures. In the event a serious crime (as defined below) is committed at school or at a school activity, the Principal, Assistant Principal or Principal's designee with the assistance of the SRO should:

11.11 Question any witnesses to determine that a crime was committed and who committed the crime. The SRO shall have the general authority to question or interrogate any student at school who may have information about criminal misconduct or the violation of the conduct policies of the SCHOOL DISTRICT OF SANTA ROSA COUNTY. As a general rule, the interrogation should be conducted in cooperation with and in the presence of a school official but when immediate action is necessary or in an emergency situation, the SRO may interrogate a student without the presence of a school official.

11.12 Question the person suspected of committing the crime. As a general rule, the suspect should not be arrested or placed "in custody" during the initial interview or interrogation. The suspect

shall be informed generally of the purpose of the investigation and given an opportunity to present informally his/her knowledge of the facts. If the suspect wishes to remain silent, to contact his/her parents or an attorney, or to end the interview, the questioning should cease and the suspect's request should be granted unless there is a reasonable cause to detain the student for questioning.

11.13 If a juvenile student is detained, placed in custody or arrested, the student must be advised prior to further questioning by a SRO:

- 11.131** That he/she has the right to remain silent;
- 11.132** That anything he/she says can be used against him/her in a court of law;
- 11.133** That he/she has a right to have a parent, guardian or custodian present during questioning;
- 11.134** That he/she has a right to talk with an attorney before you ask any questions and he/she has a right to have his/her attorney present with him/her during questioning;
- 11.135** That if he/she cannot afford to hire an attorney, one will be appointed for him/her by the court before any questioning if he/she wishes; and
- 11.136** That if he/she decides to answer now without an attorney present, he/she will still have the right to stop answering questions at any time. He/she also has the right to stop answering questions at any time until he/she talks to a lawyer.
- 11.137** That if the suspect is under 14 years of age, the child's parent, guardian, or custodian shall be contacted and invited to be present during the interview and the accused shall be advised of his/her rights as set forth in STATUTE.
- 11.138** That if the student is 14 years of age or older, he/she must be advised of his/her rights, but the presence of the student's parent, guardian, custodian or attorney may be waived by the student.

11.2 Search Procedures

11.21 If the school official has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. When weapons are involved the SRO may assist with the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence shall be held for, or turned over to the SRO.

11.3 Reporting of Serious Crimes – If the investigation uncovers evidence of a serious crime as defined in STATUTE and SCHOOL DISTRICT OF SANTA ROSA COUNTY administrative regulations, the school administrator shall notify the SRO, the student's parent/guardian and the appropriate assistant superintendent.

11.4 Arrest Procedures – School Related Crimes

11.41 Juveniles. When a SRO arrests or takes a juvenile under the age of 16 into custody, he/she shall select the least restrictive of the following courses of action which is appropriate under the circumstances and meets the immediate needs of the juvenile and the school:

11.411 Divert the juvenile from court by:

11.4111 Release

11.4112 Counsel and release

11.4113 Release into the custody of the juvenile's parent, guardian or custodian

11.4114 Referral to teen court or juvenile civil citation

Formal Arrest

11.4121 File request for order to take into custody

11.4122 Immediately take the juvenile into custody as allowed or required by law

11.42 Student over 16 years of age. When a SRO arrests or takes a person over the age of 16 into custody, he/she shall select the course of action, which is appropriate under the circumstances and meets the immediate needs of the school.

11.43 If circumstances permit, the SRO and Principal shall mutually agree upon a time during the school day for the removal of the student from the school. The student shall be called to the office by the Principal at that time.

11.44 In the event of an arrest the student's parent(s) or guardian should be notified as soon as possible.

11.6 Investigation and Arrest Procedures --Other Crimes Committed off campus.

11.61 Investigations Involving Students Under Age 14

11.611 As a general rule, the SRO and other law enforcement officials shall not interview any students under age 14, witnesses or suspects, at school during school hours concerning crimes committed off campus.

11.612 If law enforcement officials are having difficulty locating a student off campus, determine that time is of the essence or for some other reason deem it necessary to interview a student under age 14 at school during school hours:

11.6121 The officer shall contact the school Principal and/or SRO in advance and state the reason(s) to conduct an interview of a student at the school;

11.6122 The investigating officer or SRO shall notify the student's parent or guardian of the officer's desire to interview or interrogate the student at school unless said parent or guardian is a suspect

11.6123 Normally, students under 14 years of age will not be questioned at the school without notice to and the consent of the parent or guardian;

11.6124 No student under 14 years of age who is suspected or accused of committing the crime under investigation shall be interrogated at school unless the child's parent, guardian or attorney consent;

11.6125 The officer, Principal and parent (if the parent wants to attend the interview or interrogation) should mutually agree on a convenient time during the school day to conduct the investigation; and

11.6126 As a general rule, school official should not be present during the interview of the student. However, at the request of a parent or guardian, a school official may be present when a student is interviewed.

11.62 Investigations Involving Students 14 Years of Age or Older

11.621 SROs and other law enforcement officials may interview and interrogate students 14 years of age or older (suspects or witnesses) at school during school hours

11.622 The SRO or investigating officer should contact the school Principal in advance and inform him/her of the reason(s) to conduct an investigation within the school;

- 11.623** The SRO or investigating officer and the Principal shall mutually agree on a convenient time during the school day to conduct the investigation; and
- 11.624** The SRO or investigating officer shall make a reasonable effort to notify the student's parents or guardians and to offer them the opportunity to be present during the interrogation;
- 11.625** Parental consent is not required to interview a witness and the presence of the student's parent, guardian or attorney is not required to interrogate a suspect;
- 11.626** As a general rule, school officials should not be present during the investigation. However, at the request of a student, SRO or investigating officer, a school official may be present during the questioning.

12.0 Bomb Threats – School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat (see SCHOOL DISTRICT OF SANTA ROSA COUNTY Emergency Procedures Manual). In all cases, such incidents shall be reported by the principal to the area assistant superintendent and to the SRO.

13.0 Controlled Substances

- 13.1** School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities.
- 13.2** Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- 13.3** If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should take action as allowed by Florida Statute. Such action may include, arrest, filing a juvenile petition or seeking a criminal warrant. However, the decision to initiate an arrest, juvenile petition or criminal warrant will be the discretion of the SRO.

14.0 Weapons

- 14.1** In the event that any weapon as described in FSS 790.001 is located or suspected to be in the possession of anyone on school campus the SRO shall be notified immediately.

- 14.2** If there is probable cause to believe that a student or any other person is in possession of a weapon on or near a school campus the SRO shall take action as set forth by Florida law, Department policy and School board policy.

15.0 Riots and Civil Disorders

- 15.1** In the event a riot or civil disorder occurs on a middle or high school campus, the principal and the SRO shall discuss and agree upon a response to the situation.
- 15.2** If, in the opinion of the principal and SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request that assistance. The principal or his designee also shall notify the Superintendent and the appropriate grade level director.
- 15.3** The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
- 15.4** If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.
- 15.5** The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits a crime, as allowed by Florida state statute within their jurisdiction.

16.0 Access to Education Records

- 16.1** School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information.
- 16.2** SRO's shall also have access to student information including but not limited to demographics, grades, attendance and discipline.
- 16.3** This section subject to the Interagency Agreement for sharing of information.

- 17.0 Term of Agreement** – The term of this agreement is one year commencing on August 19, 2013 and ending on May 30, 2014. The 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 30th of the initial or any succeeding term.

18.0 Consideration

- 18.1** For and in consideration of the GULF BREEZE POLICE DEPARTMENT providing the SRO Program as described herein, the SCHOOL DISTRICT OF SANTA ROSA COUNTY agrees to reimburse the GULF BREEZE POLICE DEPARTMENT for the amount specified in Attachment "A". The amount specified in Attachment "A" is fifty percent of each officer's salary and benefits. Said amount is derived from the Collective Bargaining Agreement by and between the City of Gulf Breeze, Florida and the Florida State Lodge of the Fraternal Order of Police and may vary annually in accordance with the provisions that agreement.
- 18.2** The said compensation shall be paid by the SCHOOL DISTRICT OF SANTA ROSA COUNTY to the GULF BREEZE POLICE DEPARTMENT annually.

19.0 Indemnification

- 19.1** The GULF BREEZE POLICE DEPARTMENT agrees to hold the SCHOOL DISTRICT OF SANTA ROSA COUNTY its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO officers or the SRO Program.
- 19.2** The SCHOOL DISTRICT OF SANTA ROSA COUNTY agrees to hold the GULF BREEZE POLICE DEPARTMENT its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the School District's employees or the School District's programs.

- 20.0 Evaluation** – It is mutually agreed that the SCHOOL DISTRICT OF SANTA ROSA COUNTY shall evaluate annually the SRO Program and the performance of each SRO on forms developed jointly by the parties. It is further understood that the SCHOOL DISTRICT OF SANTA ROSA COUNTY'S evaluation of each officer is advisory only and that the GULF BREEZE POLICE DEPARTMENT retains the final authority to evaluate the performance of the SROs.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS Operations Agreement to be executed the day and year first written above. The parties affirm they have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

SANTA ROSA COUNTY SCHOOL BOARD

Signature: _____

Type Name and Title: Timothy S. Wyrosdick, Superintendent of Schools

Date: _____

CITY OF GULF BREEZE AUTHORIZING OFFICIAL

Signature: _____

Type Name and Title: _____

Date: _____

CITY OF GULF BREEZE IMPLEMENTING AGENCY REPRESENTATIVE

Signature: _____

Type Name and Title: _____

Date: _____

Attachment "A"

SRO Salaries/Benefits

Officer Tai Nguyen (GBMS)	Annual Salary-\$45,496.67	Benefits-\$23,608.55	Total-\$69,105.22
Officer David Eskridge (GBHS)	Annual Salary-\$35,054.29	Benefits-\$15,571.96	Total-\$50,626.25

Next year's (2013-2014) forecast of 50% (SRCSB portion) of the cost for two (2) SROs will be \$59,865.74