

School Resource Officer Program Agreement

Agreement is made to take effect the 1st day of July, 2020 by and between the Santa Rosa County School Board and the Santa Rosa County Sheriff's Office as follows:

The Santa Rosa County School board agrees to purchase from the Santa Rosa County Sheriff's Office the School Resource Officer Program. This program consists of thirty-two (32) full time school resource officers (SROs), one (1) K9 handler and animal, two (2) Sergeant SROs and one (1) Lieutenant SRO. The Santa Rosa County School board agrees to reimburse the Santa Rosa County Sheriff's Office for its expenses in providing the School Resource Program as described in this contract.

The Santa Rosa County School board and the Santa Rosa County Sheriff's Office desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SROs assigned to work in the Santa Rosa County School system;

The parties agree as follows:

1.0 Goals and Objectives - It is understood and agreed that the Santa Rosa County School Board and the Santa Rosa County Sheriff's Office share the following goals and objectives with regard to the School Resource Program:

- 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 coordinate extra-curricular activities held at schools, when possible, such as PTSO/PTO 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/or use of weapons on campus, the illegal sale, distribution, and/or use of controlled substances, and riots;
- 1.4** To maintain a consistent manner of reporting and handling serious crimes that occur on school grounds and to foster cooperation among school officials and law enforcement officials in their investigation of crimes that occur at school;

- 1.5 To foster better cooperate with other law enforcement officials and/or agencies 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.
- 1.7 To confer and cooperate with school principals and other administrators at schools to every extent possible to insure actions or proposed actions taken will be satisfactory to the administrators of the schools and will cause the least amount of disruption to the school setting.
- 1.8 This contract meets the requirements for complying with 1006.13(4) stating each district school board shall enter into an agreement with the county sheriff's office and local police department specifying guidelines for ensuring that acts that pose a threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency.
- 1.9 SROs will handle reported incidents in accordance with SO policies. School personnel will consult with school resource officers concerning appropriate delinquent acts and crimes.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The Santa Rosa County Sheriff's Office agrees to employ thirty-two (32) School Resource Officers (SROs) and one (1) K-9 handler and animal, two (2) Sergeant SROs and One (1) Lieutenant SRO during the term of this agreement. The officers shall be employees of the Santa Rosa County Sheriff's Office and shall be subject to the administration, supervision and control of the Santa Rosa County Sheriff's Office.
- 2.2 The Santa Rosa County Sheriff's Office agrees to provide and to pay the officer's personnel costs in accordance with the applicable salary schedules and employment practices of the Santa Rosa County Sheriff's Office on a monthly basis including, but not necessarily limited to: base salary, sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance and overtime. The officers shall be subject to all other personnel policies and practices of the Santa Rosa County Sheriff's Office except as such policies or practices may have to be modified to comply with the terms and

conditions of this Agreement.

2.2.1 The Santa Rosa County School board agrees to reimburse the Santa Rosa County Sheriff's Office monthly for the above mentioned personnel costs through an open purchase order. The Sheriff's Office will send an invoice at the beginning of every month for the previous month's costs.

2.3 The SANTA ROSA COUNTY SHERIFF'S OFFICE, in its sole discretion, shall have the power and authority to hire, discharge and discipline officers. The Santa Rosa County Sheriff's Office shall hold the Santa Rosa County 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 employment practices brought by officers.

2.4 The Santa Rosa County Sheriff's Office shall provide any additional training which may be deemed appropriate to insure that SROs are familiar with specific laws and regulations that apply to students, faculty, and staff on school campuses.

2.5 The officers shall be assigned by the Santa Rosa County Sheriff's Office as follows: 30 schools throughout the county at the discretion of the Sheriff in agreement with the superintendent.

2.6 In the event an SRO is absent from work, the SRO shall notify both his supervisor in the Santa Rosa County Sheriff's Office and the principal of the school to which the SRO is assigned. When possible, the Santa Rosa County Sheriff's Office agrees to assign another SRO to substitute for the SRO who is absent.

2.7 The Santa Rosa County School board expects that the SROs assigned to each school site shall be on site each day school is in session according to the Santa Rosa County School District Calendar unless unavailable due to illness, required training, off-site activities related to the SRO's duties, or other extenuating circumstances necessitating the officer be elsewhere. When possible, the Santa Rosa County Sheriff's Office agrees to assign another SRO to substitute for the SRO who is absent.

3.0 Duty Hours

3.1 The normal 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 Santa Rosa County School Board, at the direction of the superintendent, his designee, or the

principal of the school to which the officer is assigned, and the Santa Rosa County Sheriff's Office, by the Lieutenant 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 Santa Rosa County Sheriff's Office and the Santa Rosa County School Board by the superintendent, his designee or the principal of the school to which the SRO is assigned.

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. It is agreed and understood that such activities may necessitate the SRO being away from school grounds.

3.4 Overtime Time

3.4.1 The SRO shall earn overtime or compensatory time, as determined by the collective bargaining agreement, based on an 80 hours of work per fourteen (14) day pay period in accordance with Section 207(k) of the Fair Labor Standards Act.

3.4.2 The overtime accrued by the SRO due to school related functions, shall be closely monitored by the SRO program supervisors and minimized when possible.

3.4.3 In accordance with Section 2.2.1 above, the overtime will be billed on the monthly invoice to the Santa Rosa County School Board

4.0 Basic Qualifications of SROs – To qualify for assignment as 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, and Santa Rosa County School Board and Florida Department of Education policies and regulations,

4.4 Shall be capable of conducting in depth criminal investigations, and

- 4.5 Shall possess even temperament and set a good example for students and shall possess communication skills necessary to enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officers

- 5.1 To protect lives and property of the students, faculty, and staff who work and attend school in the public schools of Santa Rosa County,
- 5.2 To enforce Federal, State and Local criminal laws and ordinances and to assist school officials with the enforcement of Florida Board of Education policies regulations regarding student conduct,
- 5.3 To investigate suspected criminal activity committed on or adjacent to school grounds,
- 5.4 To counsel students in special situations such as a student 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 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 and
- 5.7 To coordinate security for special school events or functions, such as athletic events and PTSO/PTO meetings, at the request of the principal or the superintendent or his designee; and
- 5.8 To coordinate traffic control during the arrival and dismissal of students.

6.0 Chain of Command

- 6.1 As employees of the Santa Rosa County Sheriff's Office, SROs shall follow the chain of command as set forth in the Santa Rosa County Sheriff's Office's 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 All SROs shall be required by the Santa Rosa County Sheriff's Office to

attend training and briefing sessions as necessary. These sessions will be held at the direction of the Santa Rosa County Sheriff's Office Officer-in-Charge. Briefing sessions will be conducted to provide for the exchange of information between the Santa Rosa County Sheriff's Office and the SROs. The Santa Rosa County School Board superintendent or his designee shall have the right to attend the briefing sessions and to participate in the briefing of the SROs.

- 7.2** 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 Santa Rosa County School Board may provide additional training in Board of Education Policies, regulations, and procedures.

8.0 Dress Code

- 8.1** SROs shall be provided uniforms by the Santa Rosa County Sheriff's Office and are required to wear the uniform while on duty.

9.0 Supplies and Equipment - The Santa Rosa County Sheriff's Office agrees to provide each SRO with the following equipment:

- 9.1** Motor vehicles. The Santa Rosa County Sheriff's Office shall provide a "marked" patrol vehicle for each SRO. In addition, the Santa Rosa County Sheriff's Office agrees to:

9.11 Maintain the vehicles assigned to SROs,

9.12 Pay gasoline, oil, replacement tires and other expenses associated with the maintenance and operation of the said vehicles, and

9.13 Purchase and maintain comprehensive general auto liability insurance on said vehicles in an amount not less than the coverage recommended by the Santa Rosa County risk manager.

- 9.2** Weapons and ammunition. The Santa Rosa County Sheriff's Office agrees to provide the standard issue pistol and rounds of ammunition for each SRO.

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 an emergency circumstances exist necessitating the student's immediate transportation, 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 and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students, faculty, and staff of the school.

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 as 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.

10.5 SROs shall not transport students in their personal vehicles.

10.6 SROs shall notify the principal before removing a student from school grounds.

11.0 Investigation, Interview, Search and Arrest Procedures - The standard operating procedures for the investigation of crimes and interview, search and arrest of students are as follows:

11.1 Interview Procedures. In the event a serious crime (as defined below) is committed at school or at a school sponsored 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 interview any student at school who may have information about criminal misconduct or the violation of policies established by the Santa Rosa School Board and its designees. The interview should be conducted in cooperation with and in the presence of a school official. If immediate action is necessary due to an emergency situation, the SRO may interview a student without the presence of a school official.

11.12 Question the person suspected of committing the crime. Unless the seriousness and nature of the criminal activity dictates otherwise, the suspect should not be arrested or placed "in custody" during the initial interview. The suspect shall be informed generally of the purpose of the investigation, his/her right to contact parents and right to end the interview at any time. The suspect shall then be given an opportunity to present informally his/her knowledge of the facts surrounding the suspected criminal activity. If the suspect wishes to remain silent, to contact his/her parents or an attorney, or to end the interview, the questioning shall cease and the suspect's request shall be granted unless there is a reasonable cause to detain the student and questioned as set forth in Section 11.13 below.

11.13 If a student is detained, placed in custody, or arrested, the SRO shall advise the student prior to further questioning the following:

- 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 turned over to the SRO.

11.3 Reporting of Serious Crimes - If a school official's investigation of a student uncovers evidence of a serious crime, 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 Students under the age of 16. When a SRO arrests or takes a student 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

11.412 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 16 years of age and older. When a SRO arrests or takes a person 16 years of age or older 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 SRO shall attempt to notify the student's parent(s), guardian, or custodian as soon as possible.

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

11.51 Investigations Involving Students under age 14

11.511 Unless as set forth in Section 11.512 below, the SRO and other law enforcement officials shall not interview any students under age 14, whether witnesses or suspects, at school during school hours concerning crimes committed off school grounds.

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

11.5121 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;

11.5122 The investigating officer or SRO shall notify the student's parent or guardian of the officer's desire to interview the student at school unless said parent or guardian is a suspect

- 11.5123 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;
- 11.5124 No student under 14 years of age who is suspected or accused of committing the crime under investigation shall be interviewed at school unless the child's parent, guardian or attorney consent;
- 11.5125 The officer, principal and parent (if the parent wants to attend the interview) should mutually agree on a convenient time during the school day to conduct the investigation; and
- 11.5126 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.

11.52 Investigations Involving Students 14 Years of Age or Older

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

The SRO or investigating officer shall contact the school principal in advance and inform him/her of the reason(s) to conduct an investigation within the school.

The SRO or investigating officer and the principal shall mutually agree on a convenient time during the school day to conduct the investigation.

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 interview.

Parental consent is not required to interview a witness and the presence of the student's parent, guardian or attorney is not required to interview a suspect;

School officials should not be present during the investigation. 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 Santa Rosa County School Board 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, distribution, or use of controlled substances on school grounds of at school sponsored 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 shall take action as allowed by Florida Statute. Such action may include arrest, filing a juvenile petition, or seeking a criminal warrant. The decision on the appropriate shall 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 grounds, the SRO shall be notified immediately.

14.2 If there is probable cause to believe that a student, faculty, staff, or school visitor is in possession of a weapon on or adjacent to school grounds the SRO shall take action as set forth by Florida law, Santa Rosa County Sheriff's Office policy and Santa Rosa County School Board policy.

15.0 Riots and Civil Disorders

15.1 In the event a riot or civil disorder occurs on school grounds, the principal and the SRO shall discuss and agree upon an appropriate 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 the necessary assistance. The principal or his designee also shall notify the

superintendent and the appropriate grade level director.

- 15.3** To the extent possible, all communications should be made by telephone to avoid alarming the public and news media.
- 15.4** 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.
- 15.5** 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.
- 15.6** 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 final authority to arrest and/or remove any person who commits a crime, as allowed by Florida 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 is subject to the Interagency Agreement for sharing of information.

- 17.0 Term of Agreement** - The term of this agreement is an accumulated twelve months (12) commencing on July 1, **2020** and ending on June 30, **2021**. Upon expiration of the original term of this Agreement, this Agreement shall automatically renew for an additional twelve (12) month term and shall automatically renew for additional twelve (12) month terms each year thereafter until written notice of cancellation is given to either party.

18.0 Consideration

The Santa Rosa County School Board agrees to reimburse the Santa Rosa County Sheriff's Office monthly for the personnel costs incurred for SRO salaries as set forth in Sections 2.2 and 2.2.1 above.

19.0 Indemnification

Consistent with section 768.28, Florida Statutes, the Santa Rosa County Sheriff's Office and The Santa Rosa County School Board agree to defend, indemnify and hold harmless the other party, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities, including attorney's fees, resulting from or arising out of the intentional or negligent acts or omissions of its own employees, officers or agents, whether occurring before or after the Santa Rosa County Sheriff's Office and The Santa Rosa County School Board assumed the obligations of this Agreement.

Both the Santa Rosa County Sheriff's Office and The Santa Rosa County School Board will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name the other party as an additional insured. A certificate of insurance will be furnished by each party to the other within ten business days from the execution of this agreement. A party's failure to timely provide such insurance shall permit the other party to immediately terminate this agreement. This section shall not be deemed to imply, directly or indirectly, that either party to this agreement has waived sovereign immunity; the parties expressly **do not waive their right to sovereign immunity** as may be granted to either or both parties by the Florida Statutes. The Florida Constitution, or other laws of the State of Florida.

20.0 Evaluation - It is mutually agreed that the Santa Rosa County School Board, with input of the applicable school principal, 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 Santa Rosa County School board evaluation of each officer is advisory only and that the Santa Rosa County Sheriff's Office retains the final authority to evaluate the performance of the SROs.

In witness whereof, the parties hereto have caused this agreement to be executed the day and year first written above.

By: _____
Superintendent Tim Wyrosdick
SANTA ROSA COUNTY SCHOOL
BOARD

By: _____
Sheriff Robert "Bob" Johnson
SANTA ROSA COUNTY SHERIFF'S
OFFICE