

**AGREEMENT BETWEEN _____ SHERIFF/
CITY AND _____ SCHOOL
BOARD [____ - ____]**

This AGREEMENT, is entered into by and between _____, as Sheriff/city/chief of _____, Florida (hereafter SHERIFF/CITY) and the School Board of _____, Florida, a political subdivision of the State of Florida (hereafter SCHOOL BOARD) (hereafter collectively "PARTIES") for the provision of School Resource Deputies ("SRD/O"). This agreement supersedes all previous agreements entered into by and between the parties.

WITNESSETH:

WHEREAS, SCHOOL BOARD is charged by § 1006.12, Fla. Stat. with providing a safe-school officer at each school facility within the _____ School District; and

WHEREAS, §1006.12, Fla. Stat. provides that SCHOOL BOARD may establish a school resource officer program through a cooperative agreement with law enforcement agencies; and

WHEREAS, SCHOOL BOARD desires SHERIFF/CITY to assign SRD/Os for selected elementary, middle and high schools in partial satisfaction of the safe-school officer requirements of § 1006.12, Fla. Stat.; and

WHEREAS, SHERIFF/CITY is willing to place SRD/Os at selected elementary, middle, and high schools identified in Exh. to it "A", attached hereto, for carrying out this program for the 2023-2024 school year.

NOW THEREFORE, for mutual consideration, the PARTIES hereby agree that SHERIFF/CITY will provide _____ Deputy Sheriff/city/chiefs to SCHOOL BOARD to act as SRD/Os at the selected elementary, middle, and high schools, under the terms and conditions of this Agreement

I. Duration and Compensation.

1. Term of Agreement. The term of this Agreement shall be for the ____ - ____ school year beginning the ____ day of August ____, through the last day of school for students in May ____ and shall be invoiced and paid quarterly pursuant to paragraph numbered 2 below.

2. Compensation. SCHOOL BOARD will pay SHERIFF/CITY the total sum of _____ for the services provided under this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the SHERIFF/CITY in quarterly installments _____ (August 1), _____ (November 1, February 1, and May 1) commencing on the 1st day of August _____. Invoices shall be paid within fifteen (15) days of receipt. In the event the Board of County Commissioners of _____, Florida, agrees to pay for any or all of the deputies assigned to the schools pursuant to this Agreement, then SHERIFF/CITY agrees that SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of _____, Florida.

II. **School Resource Deputies/Officers.**

3. **Qualifications.** The assigned SRD/Os shall meet the qualification standards as set forth in § 1006.12, Fla. Stat., including:
 - A. Completion of criminal background checks, drug testing, and a psychological evaluation and be certified law enforcement officers, as defined in § 943.10(1), Fla. Stat., who are employed by a law enforcement agency as defined in § 943.10(4), Fla. Stat.; and
 - B. Completion of mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention.
4. **Scope.** SHERIFF/CITY shall assign SRD/Os to the selected schools. The SRD/Os shall interact with students and provide security at the selected schools. In addition, each SRD/O shall have the duties and responsibilities listed in Exhibit "B" attached hereto.
5. **Background Investigations.** SHERIFF/CITY represents and warrants to SCHOOL BOARD that SHERIFF/CITY has read and is familiar with §§1006.12, 1012.32, 1012.465, 1012.467, and 1012.468, Fla. Stat regarding background investigations. SHERIFF/CITY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request.
6. **Assignment of Officer.** SHERIFF/CITY shall determine which Deputy Sheriff/Officer will be assigned under this Agreement and will also determine the particular school to which a Deputy Sheriff/Officer will be assigned. A list of assigned Deputy Sheriff/Officer will be provided to each school's principal by SHERIFF/CITY.
7. **Dismissal of SRD/O/Os; Replacement**
 - A. SHERIFF/CITY may dismiss or reassign an SRD/O/O with or without cause.
 - B. In the event of the resignation, dismissal, or reassignment of an SRD/O, or in the case of long-term absences by an SRD/O, SHERIFF/CITY shall provide a temporary replacement for the SRD/O. SHERIFF/CITY agrees to assign a permanent replacement as soon as practical.
 - C. The SHERIFF/CITY or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRD/Os. The SRD/Os will communicate approved vacation, sick leaves, trainings, or any other leave that impacts SRD/O presence in schools with the SCHOOL BOARD'S Safety and Security Specialist. The SHERIFF/CITY shall provide coverage of an SRD/O during any time in which the SRD/O will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence or due to other related assignments.
 - D. If the principal of the school where the SRD/O is assigned believes that the particular SRD/O is not effectively performing his/her duties and responsibilities, the principal shall notify the SRD/O in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRD/O's immediate supervisor and the Superintendent's designee in writing and provide a copy of said notice to them. If the situation is not resolved to the mutual satisfaction.

E. If both the SRD/O's immediate supervisor and the Superintendent's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRD/O is not effectively performing his/her duties and responsibilities, then the principal shall recommend to the Superintendent that the SRD/O be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to SHERIFF/CITY who shall transfer the SRD/O or take other appropriate action within ten (10) business days. In the event the principal considers the SRD/O's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent and SHERIFF/CITY. Upon receipt of such notification, SHERIFF/CITY shall take appropriate action.

8. Hours of Assignment. Each SRD/O will be stationed at the selected schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the principal of the school and as approved by SHERIFF/CITY.
9. Additional Hours of Assignment. Additional hours of assignment during a two-week pay period may be made with prior approval of SHERIFF/CITY. If the additional hours worked require that the overtime be paid to the deputy, SCHOOL BOARD will reimburse SHERIFF/CITY for that overtime paid at the then existing pay rate.
10. Off-Campus Assignments. Upon the request of the school principal and with the prior approval of SHERIFF/CITY, the SRD/O's duties may occasionally include his/her assignment at school functions and activities that are held off campus.
11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of SHERIFF/CITY to temporarily withdraw the assigned SRD/O from his/her post at the selected schools to respond to emergency situations.
12. Supervising Authority. During the term of this Agreement, the SRD/O assigned shall remain under the authority of the chain of command of SHERIFF/CITY and subject to all other rules and regulations of SHERIFF/CITY. The SRD/O will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each deputy per two-week period. The SRD/O shall remain, at all times, employees of the SHERIFF/CITY. Workers Compensation coverage, as required by law, will be provided for the SRD/O by SHERIFF/CITY.
13. Salary and Benefits. SHERIFF/CITY will provide the salary and benefits to the SRD/O assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.
14. Vehicle. SHERIFF/CITY will provide a vehicle for the SRD/O if or when determined necessary by SHERIFF/CITY.
15. Threats to School Safety.
 - A. Pursuant to § 1006.13(4), Fla. Stat., any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRD/O and the School Board's School Safety Specialist.

B. If requested by the School Principal, or his or her designee, the SRD/O, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRD/O shall report the findings of the investigation to the School Board's School Safety Specialist to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRD/Os concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD: Superintendent of Schools
School Board of

Address _____

SHERIFF/CITY/CHIEF: Sheriff/City of
_____ c/o
General Counsel
Address _____

Upon termination pursuant to this subsection payment will be made by SCHOOL BOARD or reimbursement made by SHERIFF/CITY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations, and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, This agreement has been executed by and on behalf of the School Board of _____ County, Florida and the _____ on this ____ of _____, _____.

THE SCHOOL BOARD OF
_____ COUNTY, FLORIDA

BY: _____

Board Chairperson

DATE: _____

ATTEST: _____

Superintendent

Approved as to form:

School Board Attorney

SHERIFF/CITY OF _____

BY: _____

Sheriff/City

DATE: _____

Approved as to form:

Sheriff/City General Counsel

EXHIBIT "A"

List of Schools Here

(Assignments and number of SRD/Os per campus subject to change at the joint discretion of the agency supervisors and SB Safety & Security department due to district needs.)

EXHIBIT "B"

In addition to the routine duties and responsibilities of the SRD/O, all SRD/Os shall have the following specific duties and responsibilities:

1. The SRD/O shall at all times perform his/her duties in accordance with SHERIFF/CITY'S standard operating procedures.
2. The SRD/O shall serve as a resource instructor providing programs in crime prevention that encourage students to become responsible citizens. The SRD/O shall also assist in the orderly flow of traffic on school grounds.
3. The SRD/O shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as a Deputy Sheriff/Officer while assigned to the SRD/O program.
4. The SRD/O shall be responsible to his/her agency in all matters relating to employment, but as to activities conducted by the SRD/O which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
5. The SRD/O shall be at his or her school during normal school hours of operation and shall utilize the school's computer-based management system to sign in and out to verify attendance. However, if the SRD/O is unable to be on campus or needs to leave campus, those times will be coordinated with the SRD/O's supervisor. The SRD/O supervisor will ensure that the school has a replacement deputy/officer on campus.
6. The SRD/O shall perform such duties as directed by his/her agency when school is not in session. The principal or his designee shall advise the Deputy/Officer's supervisor of the school's calendar.
7. The SRD/O may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
8. All student record information will be maintained in accordance with the provisions of Florida Statutes.
9. The SRD/O shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRD/O is in attendance. The SRD/O will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
10. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRD/O shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRD/O and the school principal. When school is in session, the SRD/O shall be present on and around the school campus except as permitted in paragraph 5 above.

11. The **SRD/O will** serve as a referral resource for students, faculty, and parents to community agencies.
12. The **SRD/O will** serve as a law enforcement resource person to school administration and the district manager of security services.
13. The SRD/O shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.
14. The SRD/Os will serve as the mandated sworn law enforcement officer on the School-Based Threat Management (SB1MT) team; and accordingly will complete the required training in accordance with 6A-1.0018, F.A.C. and 1006.07, Florida Statutes.
15. The SRD/O will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.
16. The SRD/O shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.
17. The SRD/O shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SRD/O for any violations of the law, and the SRD/O shall determine whether law enforcement action is appropriate.
18. The SRD/O shall take law enforcement action as necessary and as permitted under the law and shall inform the school principal of such action unless it would impede a criminal investigation, as soon as practical. The SRD/O shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRD/O may do so under the authority of law. Whenever practical, the SRD/O shall advise the principal before requesting additional law enforcement assistance on campus.
19. The SRD/O shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of a criminal nature.
20. The SRD/O shall maintain detailed accurate records of his/her activities and provide a written monthly report to the SHERIFF/CITY who shall provide such information to the Safe Schools Department.
21. The SRD/O and the School Administration shall work together to keep each other informed during the course of all criminal investigations. This provision shall not be interpreted so as to interfere with or impede the SRD/O law enforcement duties, obligations and/or powers.
22. The SRD/O shall work with the School Administration when determining whether an arrest should be made or if there is an alternative solution to the incident, which would still be in compliance with Florida State Statute. The final decision for arrest or not to arrest will be with the attending SRD/O or law enforcement officer on scene at the incident. This provision shall not be interpreted to interfere with or impede the SRD/O law enforcement duties, obligations and/or powers.
23. The SRD/O shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.
24. The Parties shall comply with the provisions of the Florida Educational Rights and Privacy Act ("FERPA") when and if applicable under federal law.