

AGREEMENT

THIS AGREEMENT made and entered into on July 1, 2018, by and between the SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, hereinafter referred to as the "Board" and the SUWANNEE COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "Sheriff".

1. The Sheriff agrees to hire eight (8) and up to nine (9) full-time certified deputy sheriffs to act in the capacity of full-time school resource officers (SRO) for the 2018-2019 school year.
2. The Board shall pay the Sheriff the sum of \$44,000.00 per SRO, per year (up to \$396,000.00) and the Sheriff shall be responsible for paying the salaries and all other benefits to such resource officers. The school resource officers shall remain employees of the Sheriff and are not employed by the Board in any capacity. In the event, the school resource officers are not available to the Board for the entire school year, the Board shall only have to pay a pro-rata portion of the annual fee.
3. The duties of the school resource officers shall include, but not be limited to:
  - A. Education and Prevention:
    - a. Coordinates all of his/her activities with the principal and staff members and seek their permission, advice, and guidance prior to enacting any program within the school.
    - b. Provides instruction for students that includes but is not limited to Life Skills Training and Substance Abuse Prevention education.
    - c. Works with schools with student drivers to promote safe driving education.
    - d. Assists students and families with counsel related to areas of concern that are brought to his/her office for guidance.
    - e. Promotes prevention of juvenile delinquency by working with stakeholders to encourage a healthy lifestyle and promoting positive conflict resolution.
    - f. Promotes positive student attitudes of law enforcement, by building a positive rapport among the student population.
    - g. Acts as a resource to all stakeholders by informing and educating the at large population of resources that are available from community-based agencies.
  - B. Law Enforcement
    - a. Provides assistance to administration and school-based security in the investigation of crimes committed on school campuses.
    - b. Responds to potential crimes in progress on school campuses as informed by school personnel.
    - c. Responds to a reported violation of a criminal or civil restraining order.

- d. Cites students, faculty, staff, and campus visitors when applicable for traffic violations or contraband.
- e. Assists parents in the school setting with child custody disputes and orders of the court.
- f. Communicates with recipients of and recording with the Suwannee County Sheriff's office, trespass warnings to school board property as requested by the superintendent's designees.
- g. Works with administration to support the overall safety and security of the school.
- h. Filing appropriate reports and documenting such law enforcement actions as required by the Suwannee County Sheriff's office.
- i. Provides security services for expulsion meetings/hearings or other meetings as requested by the Board.
- j. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate.
- k. Provide assistance to the Board's School Safety Specialist to evaluate the Schools best practices in compliance with the School Safety Act.
- l. Consult with the Board's Threat Assessment Team when a student exhibits a pattern of behavior, based upon acts or the severity of an act, that would pose a threat to school safety.

C. School and Community Involvement

- a. Sustains a visible presence on school campuses to protect the lives and property of those on the school campuses.
- b. Works with administration to provide law enforcement presence at school sponsored activities, events and gatherings.
- c. Assists and aides in traffic issues that arise from beginning and ending the school day and other after hours school sponsored activities.
- d. Provides a visible, positive, and proactive presence on school campuses during the school day.
- e. Works to promote partnerships with local businesses and agencies to help provide resources to the school in both prevention and response efforts.
- f. Serves on the school site emergency management response committees.

School Resource Officers are not utilized for duty stations, school disciplinarians, or quasi-administrative roles within the school district, as this is not their function. The Sheriff will meet annually with school personnel to outline responsibilities for resource officers.

- 4. This agreement shall be for a period of one year commencing the date of this agreement, and ending June 30, 2019, but shall be renewed annually each July 1<sup>st</sup>, unless terminated in writing by either party, no less than 60 days prior to the expiration date.
- 5. The resource officers shall remain employees of the Sheriff, but shall, at all times, cooperate with school staff to promote the intent and spirit of this program. Nothing in

this Agreement shall be construed to impair or restrict activities otherwise appropriate by SROs within that officer's authority as a certified law enforcement officer.

6. It is hereby acknowledged that the SROs assigned pursuant to the provisions of this Agreement are employees of the employing law enforcement agency and not employees of the Suwannee County School Board. To the extent permitted by Florida law and within the limits of liability set forth in Fla. Stat 768.28, the Sheriff agrees to hold the Board harmless from any and all claims, damages, and judgments in connection with loss of life, bodily or personal injury, or property damage resulting from the actions of law enforcement officers employed and assigned pursuant to this Agreement, who are acting within the scope of their law enforcement responsibilities.
7. No provision of this Agreement to provide SRO services is intended to expand, enlarge, diminish, limit, waive or alter in any way the scope of responsibility, liability, immunities, or defenses which each signatory public agency has or may have for itself, its agents, or its employees. By entering into this Agreement, neither signatory agency intends that any third party beneficiary be created by execution of this Agreement. In the event that any claim, action, lawsuit, or other proceeding is brought by a third party against one or both of the signatory agencies hereto, the costs of defense shall be borne separately by the agency or agencies so charged.
8. The Sheriff and Superintendent shall review and renew annually those school district employees participating in the school guardian program.
9. School resource officers will report for duty at each assigned school on the last two (2) teacher planning days prior to the start of the school year. Their last day at each school will be the second day of teacher planning for the school.
  - A. Two (2) of the school resource officers will be 12-month employees of the Suwannee County Sheriff's office and serve on the district's 261-day 12-month calendar. One shall serve in Live Oak and one in Branford.
10. This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

IN WITNESS WHEREOF, we have set our hands and seals the day and year first above written.

**ATTEST:**

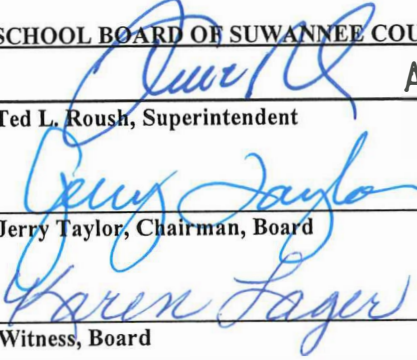
SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

Ted L. Roush, Superintendent

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Jerry Taylor, Chairman, Board

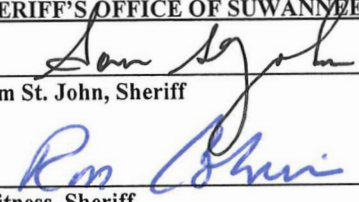
Witness, Board



SHERIFF'S OFFICE OF SUWANNEE COUNTY, FLORIDA

Sam St. John, Sheriff

Witness, Sheriff



"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

