

**SCHOOL RESOURCE OFFICER AND SCHOOL SAFETY AGREEMENT
BETWEEN
THE SCHOOL BOARD OF SUWANNEE COUNTY
AND
THE SUWANNEE COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT made and entered into on July 26, 2022, 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".

WHEREAS, the Board has requested School Resource Officers to provide full-time law enforcement services at designated school within Suwannee County, Florida for the purpose of fulfilling the requirements set forth in sections 1006.12 and 1006.13(4), Florida Statutes; and

WHEREAS, the Sheriff has agreed to provide certified deputy sheriffs to serve as School Resources Officers to perform the duties and services set forth in sections 1006.12 and 1006.13(4), Florida Statutes, and outlined herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

I. Staffing and Funding:

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 2022-2023 school year.
2. SROs shall perform the duties outlined herein on a full-time basis not to exceed forty (40) hours per week beginning on the first day of 2022-2023 student school year schedule until the last day of the of 2022-2023 student school year schedule. SRO school assignments shall be determined by joint consultation between the Board and the Sherriff. SRO schedules may be altered at the direction of the Board to accommodate school functions which are held outside normal school hours
3. 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 SROs. In the event, SROs 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.
4. The Sheriff or his designee shall be responsible for selecting SROs on the basis of the following criteria:
 - i. Each SRO must be a sworn law enforcement officer within the as defined in section 943.10(1), Florida Statutes,
 - ii. demonstrate the ability to communicate effectively with students,
 - iii. demonstrate the ability to approach and interact with student parents and teachers regarding student behavior, and

- iv. demonstrate the ability to cooperate and work proactively with school administrators to promote school safety and mitigate potential threats to the safety and welfare of students and faculty.
- 5. SROs shall remain employees of the Sheriff and are not employed by the Board in any capacity. The Sheriff may dismiss or remove an SRO based on violations of Sheriff's Office rules, regulations, or orders.

II. School Safety Coordination

- 6. The Sheriff shall be responsible for supervising SROs and shall maintain a log of all activities performed by each SRO. Information compiled in this log shall be available to the Board, Superintendent, Principals, and the Board's Threat Assessment Team in accordance with section 3.06 of the Board Policy Manual.
- 7. The Sheriff shall establish a liaison for the purpose of reporting to and meeting with the Superintendent and/or the Board's Threat Assessment Team on a regular basis to discuss school safety concerns arising during the 2022-2023 school year.
- 8. The Sheriff shall collaborate with all city police departments and law enforcement agencies in Suwannee County for the purpose of reporting and transmitting all acts or incidents which may potentially threaten school safety or security.

III. SRO Duties

- 9. The duties of SROs shall include, but not be limited to:
 - i. Law Enforcement:
 - a. In accordance with the Sheriff's policy, SROs shall initiate and perform both criminal or administrative investigations of any reported acts, incidents, or events which may pose a threat to school safety or security. The SRO shall notify the Board's Threat Assessment Team and the principal or the principal's designee regarding all investigations initiated.
 - b. Responds to potential crimes in progress on school campuses as informed by teachers or school administrators.
 - 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. Perform searches of students and school property, seizures, and the questioning of students in accordance with the laws of the State of Florida.
 - f. Assists parents in the school setting with child custody disputes and orders of the court.
 - g. 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.
 - h. Works with administration to support the overall safety and security of the

school.

- i. Filing appropriate reports and documenting such law enforcement actions as required by the Suwannee County Sheriff's office.
- j. Provides security services for expulsion meetings/hearings or other meetings as requested by the Board.
- k. 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.
- l. Provide assistance to the Board's Threat Assessment Team to evaluate the Schools best practices in compliance with the Marjory Stoneman Douglas High School Public Safety Act.
- m. 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.

ii. Reporting:

- a. Shall report to the Sheriff and the Board's Threat Assessment Team all acts, incidents, or events reported to or personally observed by the SRO that may pose a threat to school safety or security.

iii. Education and Prevention:

- a. Provide instruction to students and teachers for reporting acts, incidents, or events which may threaten school safety or security.
- b. Coordinate all of his/her activities with the Board's Threat Assessment Team, school principal, and staff members and seek their permission, advice, and guidance prior to enacting any program within the school.
- c. Provide instruction for students that includes but is not limited to Life Skills Training and Substance Abuse Prevention education.
- d. Work with schools with student drivers to promote safe driving education.
- e. Assist students and families with counsel related to areas of concern that are brought to his/her office for guidance.
- f. Promote prevention of juvenile delinquency by working with stakeholders to encourage a healthy lifestyle and promoting positive conflict resolution.
- g. Promote positive student attitudes of law enforcement, by building a positive rapport among the student population.

iv. School and Community Involvement:

- a. Sustain a visible presence on school campuses to protect the lives and property of those on the school campuses.
- b. Work with administration to provide law enforcement presence at school sponsored activities, events and gatherings.
- c. Assist and aid in traffic issues that arise from beginning and ending the school day and other after hours school sponsored activities.
- d. Provide a visible, positive, and proactive presence on school campuses during the school day.

- e. Work to promote partnerships with local businesses and agencies to help provide resources to the school in both prevention and response efforts.
- f. Serve on the school site emergency management response committees.

VI. Student Records

- 10. The Sheriff shall maintain all records and documents associated with the duties and functions of SROs as outlined herein and in accordance with the requirements of Chapter 119, Florida Statutes.
- 11. SROs shall comply with all procedures applicable to the handling and distribution of student records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 and section 1002.221, Florida Statutes.

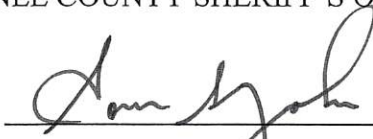
V. Miscellaneous

- 12. SROs shall, at all times, cooperate with school staff to promote the intent and spirit of this program.
- 13. 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.
- 14. 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 District. To the extent permitted by Florida law and within the limits of liability set forth in section 768.28, Florida Statutes, 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.
- 15. 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.
- 15. 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.
- 16. This Agreement shall be for a period of one year commencing the date of this Agreement, and ending July 26, 2023, unless renewed.

17. Should any dispute arise as to the role of the SRO, the Board and the Sheriff shall be immediately notified and they or their designees shall meet as soon as possible to resolve the dispute.
18. This Agreement may only be terminated upon at least thirty (30) days prior written notice to the other party that the party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The party in breach shall have thirty (30) days in which to cure the breach or the non-breaching party can terminate this Agreement and pursue all available legal and equitable remedies provided by law.
19. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is render impossible, impractical, or prevented during all or part of the 2022-2023 academic year by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence.- Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, the issuance or extension of existing government orders of the United States, the State of Florida, or Suwannee County, which prevents performance of the contract for all or part of the 2022-2023 academic year.
20. This Agreement shall also necessitate documented proof of SRO certification requirements set forth in sections 1006.12, Florida Statutes.

SUWANNEE COUNTY SHERIFF'S OFFICE

By:



Name:

Sam St John

Title:

Sheriff

Date:

7-22-22

SCHOOL BOARD OF SUWANNEE COUNTY

By:



Name:

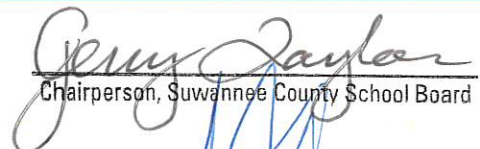
Ted L. Roush

Title:

Superintendent of Schools

Date:

JUL 26 2022



Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"