

CONTRACTUAL AGREEMENT

Between the
School District of St. Lucie County
And the
St. Lucie County Sheriff's Office
For the
School Resource Program

The School District of St. Lucie County, Florida, and the Sheriff of St. Lucie County, Florida, hereby enter into an agreement for the provision of services by deputy sheriffs to St. Lucie County District Schools as a part of the School Resource Program.

- The Sheriff and the School District desire to provide law enforcement and related services to the public schools of St. Lucie County; and
- The School District and the Sheriff recognize the proven, outstanding benefits of the School Resource Deputy Program to the citizens of St. Lucie County, Florida, and particularly to the students, faculty, and administrators of the public school system of St. Lucie County, Florida; and
- It is in the best interest of the School District, the Sheriff, and the citizens of St. Lucie County to continue this program.

This Agreement ("Agreement"), made and entered into this ___ day of _____, 2011, by and between THE SCHOOL DISTRICT OF ST. LUCIE COUNTY, FLORIDA (hereinafter referred to as the "School District"), and THE ST. LUCIE COUNTY SHERIFF'S OFFICE (hereinafter referred to as the "Sheriff").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the School District and the Sheriff hereby agree as follows:

ARTICLE I

Staffing and Funding

- A. Number of School Resource Deputies (SRDs)—General Program: Using School District and Sheriff's Office funding sources solely, a minimum of eighteen (18) deputy sheriffs will be funded by the School District and Sheriff. The Sheriff agrees to provide a minimum of eighteen (18) deputy sheriffs for an eleven (11) month period beginning August 1, 2011, and ending June 30, 2012, to fulfill his obligations under this Agreement. School assignments will be determined after consultation between the School Board and The Sheriff's office, but the final determination for placement of SRDs shall remain with the Sheriff so long as the materials and facilities identified in Section III.B of this Agreement are available at the selected locations.

B. Financial Management:

1. The School District will provide partial funding of the program in the amount of \$400,000.00.
2. The contract amount shall be due and payable in full within thirty (30) days of execution of this Agreement.
3. Capital Outlay: The Sheriff provides all capital outlay costs for these duties

ARTICLE II

General Operation and Management

- A. The School District will work cooperatively with the Sheriff in the operation of the School Resource Deputy Program.
- B. School Contact Person: The principal and/or their designee shall be the contact person at each school.
- C. Overall Program Coordination and Oversight: The Sheriff will coordinate and oversee educational programs and all other aspects of the SRD program with the Port Saint Lucie Police Department, where appropriate.
- D. Supervision: The Sheriff shall assign three full-time supervisors to oversee the deputy sheriffs assigned and to perform scheduled or non-scheduled visits to middle, K-8, high schools, and alternative school sites. The Sheriff will be responsible for all costs of the supervisors assigned.
- E. Off Campus Training: It shall be understood that in order to maintain the high standards of professionalism required of deputy sheriffs assigned as School Resource Deputies, all SRDs may and will be off campus at various times to attend mandatory training.
- F. Resignation, Dismissal, or Reassignment: The Sheriff may dismiss or reassign an SRD based on violation of department rules, regulations, and/or department orders, or when it is in the best interest of the people of St. Lucie County. In the event of the resignation, dismissal, or reassignment of an SRD out of the program, or in the case of extended illness or injury, the Sheriff shall assign another qualified deputy to serve as SRD for the remainder of the term of this Agreement, provided, however, that (i) in the case of illness or injury, no reassignment shall occur for any vacancy of thirty (30) days or less, and (ii) in all other cases, the Sheriff shall have up to thirty (30) days from the date of resignation, dismissal, or reassignment to assign another SRD. An SRD may be changed during

the course of this Agreement at the Sheriff's discretion, with input sought from the School District's Safety/Security Director and principal of the affected school(s).

G. Reports:

1. Significant criminal activity or other safety/security related issues shall be forwarded to the Safety/Security Director of the St. Lucie County School District.
2. The Safety/Security Director of the St. Lucie County School District shall forward any criminal activity or other safety/security related issues to the SRD Supervisor.
3. The School Resource Unit will maintain a statistical database of activities performed by School Resource Deputies. This information will be kept year to date by the individual school with SRD coverage. Information compiled in this report will be available to the individual school principal upon request. A weekly report shall be provided monthly to the School District Safety/Security Director via e-mail.

H. Regular Duty Hours of School Resource Deputies: Each SRD shall be assigned on a full-time basis of eight (8) hours during those days that the school is in regular session and students are in attendance. Regular duty will not exceed forty (40) hours per week. It is understood that all duties required herein will be performed during the SRD's regular duty. The SRD may be temporarily re-assigned by the Sheriff during school holidays and vacations, or during a period of a law enforcement or school emergency. The SRD's hours may be altered to meet the needs of the Sheriff and SRD program. Meetings, conferences, or other school functions scheduled outside normal school hours requiring attendance by the SRD will be considered a special detail, requiring separate additional payment by the School District to the SRD via the Sheriff's special detail coordinator.

I. Regular Duties of School Resource Deputies:

1. The SRD is first and foremost a law enforcement officer. The SRD shall be available to, and work cooperatively with, the school principals in providing technical assistance in situations involving possible violation of state and local laws or in any situation which may threaten the welfare and safety of students, staff, or faculty. The SRDs shall conduct themselves as follows:
 - a. The SRD shall take law enforcement action as required. As soon as practicable, the SRD shall make the principal of the school aware of such action. At the principal's request, the SRD 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 may do so under the authority of law.

- (1) The SRD will in no way be hindered in making an arrest or conducting a criminal investigation.
 - (2) In the event of a trespasser or other crime on campus, the SRD shall be notified immediately, and at the discretion of the principal, a staff member may accompany or meet the SRD at the location of the incident.
- b. The SRD shall give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment, whenever necessary.
 - c. Should it become necessary to conduct formal law enforcement interviews with students, the SRD shall adhere to state statute, law enforcement policy, and legal requirements with regard to such interviews.
 - d. The SRD shall not act as a school disciplinarian, as disciplining students as a school responsibility. However, the SRD shall be notified anytime an administrator is called to a classroom or involved in an incident that may have criminal implications. If the incident is of a school discipline nature, the SRD will not become involved. If the incident is of a criminal nature, the SRD will take the appropriate action.
 - e. SRDs shall continue to make warrant arrests on campus. In executing a warrant arrest, at the discretion of the SRD Supervisor, a school staff member may pick up the student and take them to the dean's or SRD's office (unless there is cause to believe the student is or will be violent and/or an escape risk). The arrest should take place in an office, and the SRD shall handcuff the student per agency policy.
 - f. The SRD shall be immediately notified of the discovery or any type of weapon or any quantity of drugs to include alcohol (no matter how small) found on campus.
 - g. The SRD shall, whenever possible, notify the principal or principal's designee when arriving or departing campus but otherwise shall move freely on campus throughout the entire school day. The aforementioned movement prohibits students from predicting the SRD's location which is a recognized crime prevention practice.
 - h. The SRD may be absent from campus to book prisoners, attend court depositions, trainings, briefings, state attorney hearings, and other law or agency related duties.

- i. The SRD shall wear the standard Sheriff's Office uniform except when approved by his or her supervisors on special occasions.
 - j. The SRD will have campus meetings with the principal and/or the principal's designee weekly, or as otherwise mutually agreed, to coordinate daily activities.
 - k. In accordance with the Sheriff's policy, the SRD shall determine the need for criminal investigations. Unless the principal or principal's designee are the subject of an investigation or doing so would otherwise hinder or otherwise compromise the investigation, the SRD shall promptly notify the principal or the principal's designee regarding any and all investigations and/or events that are likely to threaten any life or property on school grounds.
 - l. Upon request, the SRD or SRD supervisor shall supply copies of all law enforcement reports of incidents that occurred at the SRD's assigned school to the school principal or principal's designee at the SRD's assigned school, and to the School District's Safety/Security Director (excluding any confidential report on child abuse or sex related crimes).
 - m. The SRD shall maintain the confidentiality of student records accessed in the course of the SRD's duties under this Agreement and shall sign and adhere to a Confidentiality Agreement in substantially the form attached hereto as Exhibit A, incorporated herein by reference.
2. Secondly, the SRD will serve as an instructor. The SRD will conduct his or her activities in such a manner as to accomplish his/her duties as an instructor. It is understood that the SRD's instructional responsibilities are second only to those of a law enforcement officer. SRDs will provide instructions in the various aspects of law enforcement education to students. The SRD shall conform to the following responsibilities in regard to instruction:
- a. The SRD will provide specialized presentations in accordance with the Strategic Presentation Guide ("S.P.G") provided by the St. Lucie County Sheriff's Office. The S.P.G. is a document pertaining to curriculum, generated by the Sheriff's School Resource Section, to coordinate the efforts of all SRDs and Port Saint Lucie Police Officers serving the School Resource Program in St. Lucie County Schools.
 - b. Any exceptions to the Strategic Presentation Guide must be mutually agreed upon by the St. Lucie County Sheriff's Office, the Superintendent of Schools, and the individual school principal.

- c. Instruction shall be contingent upon the School District allotting sufficient time within the school day.
3. Thirdly, the SRD will make himself/herself available for conference with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to Chapter 39, Florida Statutes, shall not be disclosed except as provided by law or court order.

ARTICLE III

Rights and Duties of the School District

- A. The School District will work cooperatively with the Sheriff in the operation of the School Resource Deputy program, and it shall be understood that the St. Lucie County Sheriff's program guidelines will be followed by any agency participating in the SRD program.
- B. The School District shall provide adequate supplies and office space for the performance of the duties of the School Resource Deputy Program. The School District shall provide to the SRD of each school the following materials and facilities, which are deemed necessary to the performance of the SRD's duties:
 1. Access to an air conditioned and properly lighted private office, not otherwise occupied by a non law enforcement officer, which can be properly locked and secured. This office shall contain a telephone which may be used for general business purposes.
 2. A file cabinet which can be properly locked and secured.
 3. A desk with drawers, a chair, a bookcase or work table, and office supplies.
- C. The School District will encourage students to report any incident that may have criminal implications or present a situation which may threaten life or property immediately to the SRD or any school personnel. If at any time a teacher, school staff member, administrator, or principal observes or receives information about an incident that may have criminal implications or present a situation which may threaten life or property the SRD shall be immediately notified. If at any time a parent or other citizen reports an incident to a dean or other administrator that may have criminal implications, the SRD shall be immediately notified. The SRD will in turn notify the principal or the principal's designee in accordance with this Agreement.
- D. The School District shall encourage principals to make provision for the accomplishment of the SRD's regular duties as an instructor, in accordance with this Agreement.

- E. The School District shall encourage students, parents, and faculty members to schedule a conference with the SRD to assist them with problems of a law enforcement or crime prevention nature, in accordance with this Agreement.

ARTICLE IV

Employment Status of School Resource Deputies

- A. School Resource Deputies are employees of the St. Lucie County Sheriff's Office and are not considered employees of the School District. The School District and the Sheriff acknowledge that the School Resource Deputies are deputy sheriffs who are responsible to uphold the law under the direction of the St. Lucie County Sheriff's Office.
- B. The Sheriff shall be responsible for the control, direction, and all aspects of employment of the deputy sheriffs assigned to the School Resource Deputy program.

ARTICLE V

Dismissal of SRD—Grievance—Replacement

- A. The Sheriff, or his designee, may dismiss or reassign any deputy sheriff appointed by him to act as an SRD based upon what the Sheriff believes is in the best interest of the people in St. Lucie County.
- B. In the event that the principal of the school to which the SRD is assigned feels that a particular SRD is not effectively performing his/her duties and responsibilities, the principal shall advise the School District's Safety/Security Director and the Sheriff or his/her designee that he/she wishes the SRD be removed from the program at the school, and shall state the reasons therefore in writing.
- C. Should the SRD feel that his/her duties and responsibilities are being hindered or compromised by the principal, the SRD shall immediately advise his/her supervisor in writing. In turn, the supervisor shall notify the Sheriff or his/her designee and School District's Safety/Security Director.
- D. If the Sheriff so desires, the Superintendent of the School District and the Sheriff, or their designees, may meet with the SRD/principal to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the school to which the SRD/principal is assigned may be required to be present.
- E. If an event as described in Article V, B or C occurs, the Sheriff and the Superintendent of the School District shall each provide to the other copies of all reports, statements, and other materials prepared in response to the event.

- F. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRD may be removed or reassigned at the discretion of the Sheriff.

ARTICLE VI

Authority

Nothing contained herein shall be construed to modify Florida Statute 1001.33, and the schools shall remain under the control of the principal, who under Florida Statute 1012.28 is responsible for the supervision and management of the school and property. The School Resource Deputy may take whatever steps he or she deems appropriate in the event of criminal activity pursuant to normal law enforcement procedures.

ARTICLE VII

Disputes

Should any dispute arise as to the role of the School Resource Deputy, the School Superintendent and the Sheriff shall be immediately notified and they or their designees shall meet as soon as possible to resolve the dispute. Either party may terminate this Agreement in the event an agreement or resolution is not reached.

ARTICLE VIII

Termination of Agreement

This Agreement may be terminated by either party without penalty upon ninety (90) days, notwithstanding anything contained in this Agreement to the contrary, written notice that either party has failed to substantially perform in accordance with the terms and conditions of this agreement.

ARTICLE IX

Good Faith

The School District, the Sheriff, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiations between the Superintendent of the School District and the Sheriff, or their designees.

ARTICLE X

Modification

This Agreement constitutes the full understanding of the parties, and no term, condition, understanding, or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XI

Non-assignment

This Agreement may not be assigned unless the express written consent of the School District and the Sheriff is obtained.

ARTICLE XII

Renewal

This Agreement has a beginning date of August 1, 2011 and will continue until June 30, 2012. The contract may be renewed upon agreement of both parties.

ARTICLE XIII

Merger

This Agreement constitutes a final written expression of all of the terms of this contract and is a complete and exclusive statement of the terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the Presence of:

THE SCHOOL DISTRICT OF ST. LUCIE COUNTY, FLORIDA

Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

Signed, sealed, and delivered in the Presence of:

THE ST. LUCIE COUNTY SHERIFF'S OFFICE

Print Name: _____
Date: _____

By: _____
Ken J. Mascara
Date: _____