

Hardee County School Board Agenda Analysis



5.01

Author:

Greg Harrelson, Finance Director

Date:

August 6, 2015

Subject:

Three agreements with Sheriff for school resource officers from 10/1/15 to 9/30/16

Background Information:

In February 2009, the Board approved an agreement with the Sheriff's Office to provide one school resource officer (SRO) at Hardee Sr. High. Since October 2009, the Board has contracted with the Sheriff's Office for two SRO's at Hardee Sr. High. In March 2012, the Board contracted with the Sheriff's Office for one SRO at Hardee Jr. High. In October 2014, the Board contracted with the Sheriff's Office for a second SRO at the Jr. High at a reduced cost due to a grant.

The 2015-16 agreements are very similar to the agreements that the Board approved last year. The 2015-16 agreements are available for review with Ms. McCray. Costs for three SRO's have increased by 3%. We appreciate the opportunity to partner with the Sheriff's Office to enhance the safety of students and staff at the Sr. High and Jr. High.

Administrative Consideration:Section 1001.51 Duties and Responsibilities of District School Superintendent

(11)(j) Contracts—Recommend to the District School Board the desirable terms, conditions and specifications for contracts for services and see that services are provided according to contract.

(13)(a) Cooperation with Other Agencies—Cooperate with State, County and municipal agencies in the enforcement of laws and rules pertaining to all matters relating to education and child welfare.

Fiscal Impact:

\$83,468 for two SRO's at the Sr. High, \$41,734 for one SRO at the Jr. High and \$20,000 for the second SRO (partially grant funded) at the Jr. High. The Sheriff's Office will be paid from Safe Schools categorical funds and from General Fund unrestricted funds.

Proposed Recommendation to School Board:

Recommend approval of three agreements with Sheriff for school resource officers from 10/1/15 to 9/30/16

Action Required:

Action Agenda

BOARD ACTION

8/13/15

Approved

**SENIOR HIGH SCHOOL AGREEMENT BETWEEN
THE SCHOOL BOARD OF HARDEE COUNTY, FLORIDA
AND
ARNOLD LANIER, SHERIFF OF HARDEE COUNTY, FLORIDA
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT made and entered into this 1st day of October 2015, by and between the SCHOOL BOARD OF HARDEE COUNTY, FLORIDA, hereinafter referred to as the "SCHOOL BOARD", and ARNOLD LANIER, AS SHERIFF OF HARDEE COUNTY, FLORIDA, hereinafter referred to as "SHERIFF," on the following terms and conditions, to-wit:

WITNESSETH:

1. The SCHOOL BOARD and the SHERIFF desire to provide law enforcement and related services to Hardee Senior High School of Hardee County beyond those normally provided, and to provide a positive image of law enforcement through interaction with students by law enforcement officers; and
2. A School Resource Officer Program has been implemented for Hardee Senior High School within Hardee County as hereinafter described; and
3. The SCHOOL BOARD and the SHERIFF recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Hardee County, Florida, and particularly to the students of Hardee Senior High School of Hardee County, Florida; and
4. It is in the best interests of the SCHOOL BOARD, the SHERIFF, and the citizens of Hardee County to establish this program.

ARTICLE I

School Resource Officer Program

This Agreement governs the School Resource Officer Program in the public school system with the Hardee County Sheriff for the period 10/01/15 through 09/30/16.

ARTICLE II

Rights and Duties of the Sheriff

The SHERIFF shall provide a School Resource Officer Program, hereinafter referred to as SRO, as follows:

A. Assignment of School Resource Officer.

The SHERIFF shall assign regularly employed deputies to the Hardee Senior High School for the period of 10/01/15 through 09/30/16. In the event that an SRO is unavailable, the SHERIFF will use his best efforts to provide a replacement SRO. During the pendency of a replacement, the SHERIFF will utilize certified law enforcement personnel to the SRO program to provide temporary coverage on an as-available basis. All personnel assignments will be in the sole discretion of the SHERIFF.

B. Regular Duty Hours of School Resource Officer.

The SRO shall be assigned to his/her school on a full-time or part-time basis on those days and during those hours that the school is in regular session. The SRO may be temporarily re-assigned by the SHERIFF during school holidays and vacations, for training, or during the period of a law enforcement emergency. The SRO may be temporarily unavailable due to sickness, leave, law enforcement emergency, or other matter requiring the SRO's absence in the discretion of the SHERIFF without need for temporary replacement of the SRO.

C. Equipment of School Resource Officer.

All equipment purchased by the SHERIFF for the SRO to perform his/her duties will become the property of the SHERIFF.

D. Duties of the School Resource Officer.

1. The SRO shall act as an instructor for specialized short-term programs at the school, when invited to do so by the principal or a member of the faculty, when this function is appropriate and does not interfere with other related law enforcement functions.
2. The SRO shall seek coordination, advice and guidance prior to enacting any programs within the school.
3. The SRO shall develop expertise in presenting various subjects to students. Such subjects shall include a basic understanding of the laws, the role of the deputy officer, and the law enforcement mission.
4. The SRO shall encourage individual and small group discussions with students, to further establish rapport with the students.
5. When requested by the principal, the SRO shall attend parent faculty meetings to solicit support and understanding of the program, subject to the availability of the SRO in the sole discretion of the SHERIFF.
6. The SRO shall 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 (proceedings relating to juveniles), shall not be disclosed except as provided by law or court order.

7. The SRO shall become familiar with all community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall recommend referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff of the school.
8. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.
9. Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to SCHOOL BOARD policy, SHERIFF'S policy, and legal requirements with regard to such interviews.
10. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal of the school, or other school administrator if the principal is unavailable, aware of such action. The SRO 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 SRO may do so under the authority of law.
11. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his school assignment, or other law enforcement matters.
12. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall determine whether law enforcement action is appropriate.

ARTICLE III

Rights and Duties of the School Board

The SCHOOL BOARD shall provide to all full-time SRO the following materials and facilities, which are deemed necessary to the performance of the SRO duties:

1. Access to an air-conditioned and properly lighted office, equipped with a telephone that may be used for general business purposes.

2. A location for files and records that can be properly locked and secured.
3. A desk with drawers, a chair, work-table, filing cabinet and office supplies.
4. Access to a typewriter and/or secretarial assistance.
5. Access to a computer to complete reports and assigned work.

ARTICLE IV

Financing the School Resource Officer Program

The School Board shall reimburse the SHERIFF for a portion of the cost incurred by the SHERIFF to provide the School Resource Officers to be assigned to the Hardee Senior High School.

The cost for the provision of the SRO's to the SCHOOL BOARD is hereby established as \$41,733.98 for fiscal year 10/01/15 through 09/30/16 for one position.

The total commitment that is needed from the School Board for the period 10/01/15 through 09/30/16 for this program is \$83,467.97 for both SRO positions.

ARTICLE V

Employment Status of the School Resource Officer

The SRO shall remain an employee of the SHERIFF and shall not be an employee of the SCHOOL BOARD. The SCHOOL BOARD and the SHERIFF acknowledge that the SRO is a deputy sheriff who shall uphold the law under the direct supervision and control of the SHERIFF. The SRO shall remain responsive to the chain of command of the SHERIFF.

Nothing herein shall be construed as giving the SCHOOL BOARD Superintendent, Principal, or other agent of the SCHOOL BOARD the right to control the professional judgment or actions of the SRO. The SHERIFF has agreed to make personnel who are qualified available to the SCHOOL BOARD, and the SHERIFF covenants and agrees that it will instruct all SRO employees to (i) use diligent efforts and appropriate skills and judgment and (ii) provide services in accordance with and in a manner consistent with customary and recognized standards of the law enforcement profession.

The SHERIFF understands that the SRO will not participate in any employee benefit provided by the SCHOOL BOARD, and it represents to the SCHOOL BOARD that it will pay all compensation for its employees, will withhold income tax and social security tax for its employees, and will maintain workers compensation insurance for each employee.

ARTICLE VI

Dismissal of School Resource Officer; Replacement

- A. In the event that the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the Superintendent of the Schools that the SRO be removed from the program at his/her school, and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his designee shall advise the SHERIFF of the principal's request. If the SHERIFF so desires, he or a designee shall meet with the SRO to discuss or resolve any problems that may exist. At such meetings specified members of the staff of the school to which the SRO is assigned may be requested to be present. If, within a reasonable amount of time after commencement of such discussion the problem cannot be resolved, after due consideration of input from the Superintendent of Schools, the status of the SRO shall be determined by the SHERIFF.
- B. The SHERIFF may dismiss or reassign a SRO based upon department rules, regulations and/or operations orders.
- C. In the event of the resignation, dismissal, illness, reassignment or other good and sufficient reason for unavailability of the SRO, or in the case of long-term absences by a SRO, the SHERIFF shall utilize his best efforts to provide a temporary replacement for the SRO within thirty (30) days of such officer's unavailability and to otherwise cover the position as best feasible utilizing existing personnel. As soon as practical, a permanent replacement will be recommended.

ARTICLE VII

Exchange of Information

This inter-local, interagency agreement shall be considered for all purposes pursuant to Section 1002.22(3)(d)13 as an exception to Students' Right to Privacy to allow the release and exchange of personally identifiable records or reports of a pupil or student to the SHERIFF without the consent of the pupil or the pupil's parents.

ARTICLE VIII

Termination of Agreement

Should either party breach any of the covenants, terms or conditions of this Agreement the other party may give written notice to remedy said breach within thirty (30) days. In the event the breaching party fails to remedy the breach within thirty (30) days of written notice, the non-breaching party may (a) continue this Agreement in effect and enforce all its rights and remedies hereunder, or (b) terminate this Agreement.

ARTICLE IX

Good Faith

The SCHOOL BOARD and the SHERIFF, and their respective agents and employees agree to cooperate in good faith in fulfilling their terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the SCHOOL BOARD and the SHERIFF, or their designees.

ARTICLE X

Modifications

This document constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement 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.


ARTICLE XI

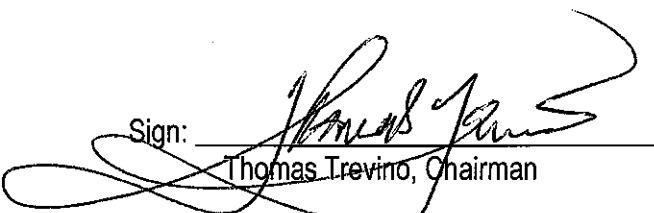
Duplicate Originals

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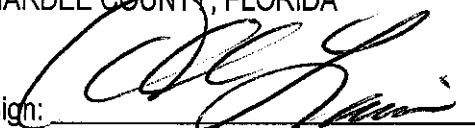
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

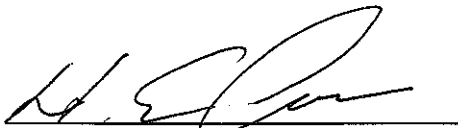
THE SCHOOL BOARD OF
HARDEE COUNTY, FLORIDA

Sign: 
David Durastanti, Superintendent

Sign: 
Thomas Trevino, Chairman

THE SHERIFF OF
HARDEE COUNTY, FLORIDA

Sign: 
Arnold Lanier, Sheriff

Sign: 
Eddie Davis, Lieutenant

**JUNIOR HIGH SCHOOL AGREEMENT BETWEEN
THE SCHOOL BOARD OF HARDEE COUNTY, FLORIDA
AND
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FOR
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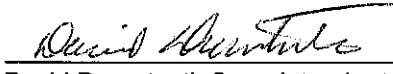
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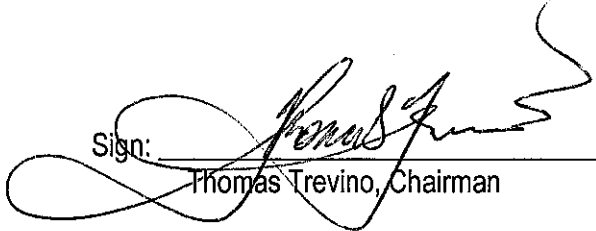
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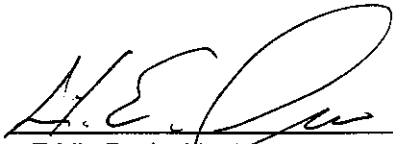
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ARTICLE IV

Financing the School Resource Officer Program

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The cost for the provision of the SRO to the SCHOOL BOARD is hereby established to be \$20,000 for the fiscal year 10/01/15 through 09/30/16. Therefore the total commitment that is needed from the School Board for the period 10/01/15 through 09/30/16 for this program is \$20,000 for one SRO position and each year thereafter for a three year period at which time, the deputy pay breakdown will revert to current pay structure.

ARTICLE V

Employment Status of the School Resource Officer

The SRO shall remain an employee of the SHERIFF and shall not be an employee of the SCHOOL BOARD. The SCHOOL BOARD and the SHERIFF acknowledge that the SRO is a deputy sheriff who shall uphold the law under the direct supervision and control of the SHERIFF. The SRO shall remain responsive to the chain of command of the SHERIFF.

Nothing herein shall be construed as giving the SCHOOL BOARD Superintendent, Principal, or other agent of the SCHOOL BOARD the right to control the professional judgment or actions of the SRO. The SHERIFF has agreed to make personnel who are qualified available to the SCHOOL BOARD, and the SHERIFF covenants and agrees that it will instruct all SRO employees to (i) use diligent efforts and appropriate skills and judgment and (ii) provide services in accordance with and in a manner consistent with customary and recognized standards of the law enforcement profession.

The SHERIFF understands that the SRO will not participate in any employee benefit provided by the SCHOOL BOARD, and it represents to the SCHOOL BOARD that it will pay all compensation for its employees, will withhold income tax and social security tax for its employees, and will maintain workers compensation insurance for each employee.

ARTICLE VI

Dismissal of School Resource Officer; Replacement

- A. In the event that the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the Superintendent of the Schools that the SRO be removed from the program at his/her school, and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his designee shall

advise the SHERIFF of the principal's request. If the SHERIFF so desires, he or a designee shall meet with the SRO to discuss or resolve any problems which may exist. At such meetings specified members of the staff of the school to which the SRO is assigned may be requested to be present. If, within a reasonable amount of time after commencement of such discussion the problem cannot be resolved, after due consideration of input from the Superintendent of Schools, the status of the SRO shall be determined by the SHERIFF.

- B. The SHERIFF may dismiss or reassign a SRO based upon department rules, regulations and/or operations orders.
- C. In the event of the resignation, dismissal, illness, reassignment or other good and sufficient reason for unavailability of the SRO, or in the case of long-term absences by a SRO, the SHERIFF shall utilize his best efforts to provide a temporary replacement for the SRO within thirty (30) days of such officer's unavailability and to otherwise cover the position as best feasible utilizing existing personnel. As soon as practical, a permanent replacement will be recommended.

ARTICLE VII

Exchange of Information

This inter-local, interagency agreement shall be considered for all purposes pursuant to Section 1002.22(3)(d)13 as an exception to Students' Right to Privacy to allow the release and exchange of personally identifiable records or reports of a pupil or student to the SHERIFF without the consent of the pupil or the pupil's parents.

ARTICLE VIII

Termination of Agreement

Should either party breach any of the covenants, terms or conditions of this Agreement the other party may give written notice to remedy said breach within thirty (30) days. In the event the breaching party fails to remedy the breach within thirty (30) days of written notice, the non-breaching party may (a) continue this Agreement in effect and enforce all its rights and remedies hereunder, or (b) terminate this Agreement.

ARTICLE IX

Good Faith

The SCHOOL BOARD and the SHERIFF, and their respective agents and employees agree to cooperate in good faith in fulfilling their terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the SCHOOL BOARD and the SHERIFF, or their designees.

ARTICLE X

Modifications

This document constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement 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.

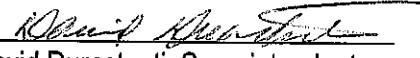
ARTICLE XI

Duplicate Originals

This agreement may be executed in duplicate copies, each copy of which shall be deemed an original.

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

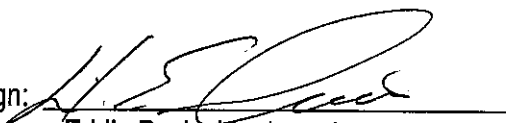
THE SCHOOL BOARD OF
HARDEE COUNTY, FLORIDA

Sign: 
David Durastanti, Superintendent

Sign: 
Thomas Trevino, Chairman

THE SHERIFF OF
HARDEE COUNTY, FLORIDA

Sign: 
Arnold Lanier, Sheriff

Sign: 
Eddie Davis, Lieutenant