

SAFE-SCHOOL OFFICER AGREEMENT
Between
The Key West Police Department
And
The School Board of Monroe County, Florida

THIS AGREEMENT is made by and between the School Board of Monroe County, Florida (hereinafter “School Board”) and the Key West Police Department (hereinafter “KWPD”).

W I T N E S S E T H:

WHEREAS the School Board agrees to fund the Safe-school Officer Program for ~~\$934,393.00~~ \$952,344.00 and

WHEREAS the sum of \$ ~~934,393.00~~ 952,344.00 is 100% of the cost of 6 SRO Full Time Equivalents, and

WHEREAS the School Board and the KWPD desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by Safe-school Officers for the School Board,

NOW, THEREFORE, The parties hereto agree as follows:

1. Goals and Objectives: the School Board and the KWPD share the following goals and objectives with regard to the Safe-school Officer Program in the schools:

- Establish or assign one or more Safe-school Officer at each school facility within the district,
- To foster educational programs and activities that will increase student’s knowledge of and respect for the law and function of law enforcement agencies,
- To act swiftly and cooperatively when responding to disruptions and criminal offenses at schools,
- To report crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at schools,
- To cooperate with other law enforcement officials in their investigations of criminal offenses which occur off-campus,
- To work with the School District Safety & Security Coordinator to create joint critical incident plans,
- To develop strategic plans to decrease the use of alcohol, tobacco and other drugs, involving students, and.
- To develop strategic plans to reduce and prevent violence among students.

2. Employment and Assignment of School Resource Officers (SROs):

All SROs as defined in Florida CS/SB 7026 are employees of the KWPD and subject to the administration, supervision and control of the KWPD.

The KWPD agrees to provide and to pay the SROs funded by the School Board the salary and employment benefits in accordance with the applicable salary schedules and employment practices of the KWPD. The SROs shall be subject to all personnel policies and practices of the KWPD. Pursuant to Florida Statute § 1006.12(1)(b), the SROs shall additionally abide by all School Board policies, other than matters relating to employment or as otherwise specified herein. The Chief of Police, in his/her sole discretion, has exclusive power and authority to hire, discharge and discipline SROs.

The following Schools will be assigned an SRO:

1. Key West High School
2. Gerald Adams Elementary School
3. Horace O'Bryant School
4. Poinciana Elementary School
5. Sigsbee Charter School
6. Rotating Position

- Total SROs (6).

3. Duty Hours: Specific SRO duty hours at a particular school shall be set by the Chief of Police after consultation with the School Board. Pursuant to Florida Statute § 1006.12, the Chief of Police shall at a minimum ensure coverage by at least one SRO or SSO during normal school hours when students are present, including summer school, at each School listed in Section 2 of this Agreement ("Required Coverage"), unless otherwise agreed to by School Board in writing, or in exigent or emergency circumstances. In the event an SRO is absent from work, the SRO shall notify both his supervisor and the Principal (or Principal's designee) of the school to which the SRO is assigned. In accordance with Florida statute, a replacement will be assigned by the Department at any time the absence of a SRO/SSO from work will result in less than one SRO/SSO being present at any School identified in Section 2 or Section 4 of this agreement. Coverage will include normal school hours to include summer school for those buildings holding it. Presence at extracurricular events will be requested by the Principal.

As used herein, the term "Full Time Equivalent" is intended to refer to the maximum number of hours that a SRO or SSO could be assigned to duty at a standard rate of pay: 170 hours per 28 day period. School Board and KWPD hereby expressly acknowledge and agree that there are a variety of circumstances that may cause one or more Schools to receive coverage by a SRO or SSO at less than a Full Time Equivalent, including but not limited to training and employee leave. KWPD shall make every reasonable effort to provide advanced notice to School Board of training and employee leave that will cause one or more Schools to be left short of a Full Time Equivalent SRO or SSO, but in no event shall fail to provide Required Coverage unless otherwise agreed to by School Board in writing.

4. Employment and Assignment of School Safety Officers (SSOs): In addition to the employment of School Resource Officers (SRO), the Monroe County School District may employ School Safety Officers (SSO) as defined in Florida CS/SB 7026 in schools with smaller student populations (250 or less) where the placement of a full-time SRO is not feasible. These officers would be current employees or reserve officers of the Key West Police Department, working in an **off duty or extra duty status**. All officers that perform the duties of an SSO will be required to meet the same training and certification criteria as a fulltime SRO.

The following Schools will be assigned an SSO:

1. May Sands Montessori School
2. Somerset Island Prep

The SSO positions would be scheduled in 4 or 8 hour shifts to provide each school with the coverage that they require. These shifts would also accommodate different officer's schedules, allowing more officers to participate in the program. These shifts would also provide ample off/rest time for officers, avoiding an officer safety issue, in their normal function of providing services to the City of Key West and its citizens. Hiring for these off duty/extra duty shifts will be done in accordance with the policies and procedures of the Key West Police Department. It is preferred by the School Board that the same group of officers are assigned to each school, on a rotating basis. This would allow the officers to develop familiarity and rapport with the school, its students, parents, and staff.

The rate of pay for the SSO shall be **\$55.00 per hour**. Officers shall log their hours daily, in PowerDetail, within the KWPD. The KWPD shall then submit a bimonthly report, validated by the SRO Lieutenant, to the Safety and Security Coordinator of the School Board of Monroe County no less than five (5) business days prior to each District Finance Department accounts payable run. Following the submission of the bimonthly report, the Safety and Security Coordinator shall then coordinate payment of each SSO through the Finance Department of the School Board of Monroe County.

5. Supplemental Duty

School Principals may request the presence of SROs or SSOs at extracurricular events outside of normal school hours ("Supplemental Duty"). School Resource Officers may elect to work Supplemental Duty, but shall receive the SSO rate of pay as specified herein. The rate of pay for all SROs or SSOs employed for supplemental duty shall be \$55.00 per hour, with a four (4) hour minimum, paid directly to the assigned SSO by School Board. Officers shall log their hours daily with the school administration. Officers shall log their hours daily with school administration. The administration shall then submit a bimonthly report, validated by the school Principal, to the Safety & Security Coordinator no less than five (5) business days prior to each District Finance Department accounts payable run, following submission of the bimonthly report, the Safety and Security Coordinator shall then coordinate payment of each SSO through the School District Finance Department.

6. Basic Qualifications of SROs/SSOs: To be an SRO/SSO, an officer must meet all of the qualifications described in Florida Statute §1006.12. Specifically, all SROs and SSOs must undergo criminal background checks, drug testing and psychological evaluations required under Florida law. Furthermore, all SROs must complete mental health crisis intervention training using a curriculum developed by an national organization with expertise in mental health crisis intervention, with training to include curriculum designed to improve SRO knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness and de-escalation skills to ensure student and officer safety. At the effective date of this Agreement, and any renewal thereof, KWPD shall submit verification that each SRO assigned to duty pursuant to this Agreement meets the criteria described in this Section. Additionally, KWPD shall provide such verification for any new SRO regularly assigned to duty hours under this Agreement to the extent such verification has not previously been submitted during the then-current contract term.

7. Duties of School Resource Officers: In accordance with Florida Statute § 1006.13(4), School Board is required to enter into agreements with local law enforcement that specify guidelines for ensuring that acts which pose a threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency. Exhibit A of this Agreement, as may be amended from time to time by mutual agreement of the parties, shall specify the procedure by which School Board personnel may consult with a SRO regarding certain delinquent acts and crimes and the role of the SRO in handling such reported incidents.

8. Chain of Command: SRO/SSOs remain the KWPD's personnel. SRO/SSOs shall be subject to all policies, rules, regulations, and discipline of the KWPD. SRO/SSOs will follow the chain of command of the KWPD. However, they shall coordinate and communicate with the Principal or the Principal's designee of the school to which they are assigned. In accordance with §1006.12, Fla. Stat. (2020), or as may be amended from time to time, activities conducted by SROs which are part of the regular instructional program of the school shall be under the direction of the school Principal. The Principals will work with the District Safety & Security Coordinator and the Command Officer of the KWPD responsible for School Safety to coordinate SRO/SSO assignments, facilities security, security systems and communications systems.

9. Complaints: The School Board must promptly report any complaints of SRO misconduct to the SRO/SSOs supervisor, Internal Affairs, or the Chief of Police.

10. Training/Briefing: SRO/SSOs will attend training and briefing sessions as required by the KWPD. Training sessions will be conducted to provide SRO/SSOs with appropriate in-service training such as updates in the law and firearm training. The School Board may provide to SRO/SSOs training or request attendance to state sponsored conferences in Board of Education Policies, regulations, procedures and best practices.

11. Dress Code: SRO/SSOs are required to wear the standard issued uniform while on duty. The Chief of Police or his designee may authorize exceptions to this requirement.

12. Supplies and Equipment: SRO/SSOs paid for by the School Board will be provided all standard equipment, including a marked patrol vehicle. Upkeep and maintenance of issued equipment will be at no cost to the School Board.

13. Transporting Students: SRO/SSOs shall attempt to notify the School Principal before removing a student from campus. In the event advance notification is not possible, the SRO/SSO shall notify the Principal as soon as possible after the event.

14. Investigation, Interview, Search and Arrest Procedures: The KWPD policy determines the standard operating procedures (SOP) for the investigation of crimes and interview, search and arrest of students. Investigations, interviews, searches, and arrests will be in full compliance with Florida and federal law. KWPD Officers, including SRO/SSOs, who have initiated a formal interview on campus, will interview/interrogate students in a private setting designated by the principal or designee to avoid embarrassing or stereotyping the student whenever possible.

15 Access to Education Records: School officials shall allow SRO/SSOs to inspect and copy any public records maintained by the school including student directory information. SRO/SSOs shall also have access to student information including but not limited to demographics, grades, attendance, and discipline.

16. Provision of School Keys: The School Board will maintain lockboxes at each school to grant law enforcement access to all areas of the school in case of an emergency.

17. Term of Agreement: The term of this agreement is one year commencing July 1, 202~~21~~²⁴ and ending June 30, 202~~22~~²⁵.

18. Contract cost and payment:

a. School Board agrees to pay for services provided for the duration of this Contract the sum of ~~\$952,344.00~~^{\$934,393.00}. This sum is referred to as the "Contract Price."

b. Beginning August 1 of the current contract term, and continuing on the first day of each succeeding month until the total contract price is paid, School Board shall pay to KWPD monthly installments equal to One/Twelfths or 8.33% of the total contract price.

c. School Board and KWPD may agree to purchase goods and services not specifically addressed in this contract upon such terms and conditions as are mutually agreed upon by the parties in writing.

19. Annual Evaluation: The Chief of Police will evaluate the SRO/SSO Program and the performance of each SRO/SSO annually. The Superintendent will task Principals, Assistant Principals, or the Safety & Security Coordinator to provide comments and observations to assist the Chief of Police in conducting the evaluation of SRO/SSOs. The KWPD will provide copies of these evaluations to the School Board.

20. Incorporation by Reference: The provisions of §1006.12(1), Fla. Stat. (2018) are incorporated by reference into this Agreement.

21. Severability: The parties recognize and agree that should any clause(s) herein be held invalid by a court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

22. Counterparts: This Agreement may be executed in one or more counterparts, all of which together shall constitute only one contract.

23. Waiver: A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform.

24. Captions: The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

25. Entire Contract: The parties hereto agree that this is the final Agreement between the parties and supersedes any and all prior Contracts and/or assurances, be it oral or in writing.

26. Governing Law & Venue: This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

27. Notices: All notices required by this Agreement, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Monroe County School Board:

Superintendent
Monroe County School District
241 Trumbo Road
Key West, FL 33040


City of Key West

Attn: City Manager
1300 White Street
Key West, FL, 33040

28. Authority: The signatories hereto warrant that they have been duly authorized to, and have the legal authority to, execute this Agreement on behalf of Sheriff and School Board, respectively, and that this Agreement is binding on the parties hereto.

IN WITNESS WHEREOF, the School Board, pursuant to a motion duly made, seconded and passed in open session, and by and through its' Chairperson and Superintendent, and the City Manager, Key West Florida, have affixed their hands and seals, on the dates indicated, in Monroe County, Florida.

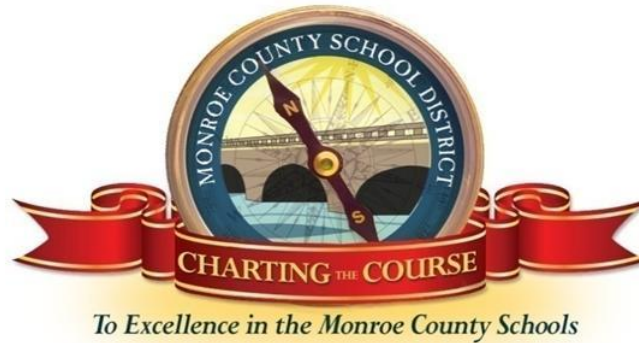
SCHOOL BOARD OF MONROE COUNTY, FLORIDA

By:  _____
John Dick, Chairperson
Date: 6/28/22

By:  _____
Theresa Axford, Superintendent
Date: 6/28/22

By: _____
Patti McLauchlin, City Manager, City of Key West
Date: _____

THERESA AXFORD
Superintendent of Schools



Members of the Board

District #4
JOHN DICK
Chairperson

District # 2
ANDY GRIFFITHS
Vice-Chairperson

District # 1
BOBBY HIGHSMITH

District # 3
MINDY CONN

District # 5
DR. SUE WOLTANSKI

Roles & Responsibilities of School Resource Officers

1. The SROs primary responsibility is to protect life and property. They are also to maintain a safe and secure learning environment and to perform law enforcement functions on the school campus.
2. SROs are not to be tasked with enforcing school rules, routine disciplinary or educational matters, or facilities issues, unless there is an imminent safety concern involved.
3. SROs will also assume the lead role in any weapon or violent threat incident, investigate any potential criminal offenses, as well as preserve evidence and maintain scene security on the school campus.
4. The SRO will document all criminal and school safety incidents on campus.
5. SROs will work in partnership with the school administration to harden the campus against crime and criminal activity.
6. SROs will help identify and prevent, through counseling and referral, delinquent behavior on the school campus. They will also mentor and educate students about criminal law, crime prevention, and law enforcement functions, in order to foster positive relationships between law enforcement officers and students.
7. The SROs will assist the school administration in addressing students that present a threat of harm to self or others and will assist in identifying and addressing behavioral threat indicators demonstrated by students. The SROs will also participate in the school's Behavioral Threat Assessment process.
8. SROs will consult with the school leadership team to educate / mentor disruptive students.

9. The SRO will be a community resource for school administrators regarding educational programs, Explorers, etc. They will also build strong relationships with faculty, staff, students, and parents to decrease barriers between law enforcement and the community.

10. The SRO will provide assistance and support for victims of crime identified within the school setting, including case of potential child abuse / endangerment, as well as take a proactive approach in regards to on-campus bullying incidents.

11. SROs will communicate on a daily basis with school administrators in regards to school safety issues and take a proactive approach on potential threats in an effort to lessen liability. They will also collaborate in the planning and implementation of safety related drills and staff training, to increase the school's proficiency in response to an active assailant incident or other potential threat.

12. The SROs will patrol the campus grounds in effort to identify any problems related to school safety and take corrective action.

13. The SROs will attend after school events, as available, at the request of the school administration.

14. SROs are to be an information resource for Road Patrol and Criminal Investigative Units regarding criminal activity within the school environment.