

~~SCHOOL RESOURCE~~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 ~~School Resource~~Safe-school Officer Program for \$~~606,680~~695,709.00 and

WHEREAS the sum of \$~~606,680~~562,452~~695,709~~.00 is the cost of ~~4~~5 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 ~~SROs~~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 ~~School Resource Officer (SRO)~~Safe-school Officer Program in the schools:

- Establish or assign one or more ~~SROs~~Safe-school Officer at each ~~non-charter~~ 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. 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

- Total SROs (5).

~~SRO's for Sigsbee Charter School, May Sands Montessori School and Key West Collegiate Academy will be coordinated through the School Board but funded separately for the 2018-2019 school year.~~

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. 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.

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.

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 full-time SRO.

The following Schools will be assigned an SSO:

1. May Sands Montessori School
2. Key West Collegiate Academy

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 with the school administration. The administration shall then submit a bimonthly report, validated by the school Principal, to the Safety and 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. ~~Officers would be paid by the City of Key West, as they are paid for any other off duty or extra duty employment. The amount of pay for hours worked by the SSOs would be remitted to the City of Key West monthly by the School Board upon invoice, as agreed to in writing.~~

5. Basic Qualifications of SRO/SSOs: To be an SRO/SSO, an officer must meet all of the qualifications described in Florida Statute §1006.12.

6. Duties of School Resource Officers: The duties of all KWPD Officers, including SRO/SSOs, will be determined by the Chief of Police, and will include the following:

- To protect lives and property of all the citizens and public school students of the county,
- To enforce state and local criminal laws and ordinances,
- To investigate criminal activity committed on or adjacent to school property,
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when appropriate and requested by the Principal or the Principal's designee or by the parents of a student,
- To answer questions that students may have about Florida criminal or juvenile laws, and
- Dependent upon available time and resources, to coordinate traffic control at schools during the arrival and departure of students and coordinate security for school events and functions.

7. 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. (2007), 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.

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Searches by School Officials: If a school official has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. When weapons are involved, the SRO/SSO may assist with the search in order to protect the safety of all persons involved in the search. If a search uncovers evidence of criminal misconduct, the evidence shall be turned over to the SRO/SSO.

15. Reporting of Crimes: If an investigation uncovers evidence of a serious crime as defined in law, the school administrator shall notify the SRO/SSO and the District Executive Leadership Team. Acts that pose a serious threat to school safety are reported to law enforcement. Zero tolerance does not require reporting to law enforcement petty acts of misconduct and misdemeanors including, but not limited to, disorderly conduct, disrupting a school function, simple assault or battery, affray, theft of less than \$300, trespassing, and vandalism of less than \$1,000. School district personnel are encouraged to use alternatives to referral to law enforcement unless the use of such alternatives will pose a threat to school or personal safety.

16. Bomb Threats: School officials, the SRO/SSO, and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat. In all cases, such incidents shall be reported by the principal to the Superintendent, the Safety & Security Coordinator, and the SRO/SSO. The SRO/SSO will notify appropriate KWPD personnel.

17. Controlled Substances: School officials shall notify the SRO/SSO in all cases involving the possession, sale or distribution of controlled substances at school or school activities. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO/SSO. If there is reason to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO/SSO shall be notified and the SRO/SSO should take action as allowed by Florida Statute. Such action may include, arrest, filing a juvenile petition or seeking a criminal warrant. However, the decision to initiate an arrest, juvenile petition or criminal warrant will be at the discretion of the SRO/SSO.

18. Weapons: In the event that any weapon is located or suspected to be in the possession of anyone on school campus, the SRO/SSO shall be notified immediately. If there is probable cause to believe that a student or any other person is in possession of a weapon on or near a school campus the SRO/SSO shall take action as set forth by Florida law and KWPD policy.

19. Riots and Civil Disorders: In the event a riot or civil disorder occurs on a middle or high school campus, the principal and the SRO/SSO shall consult to plan a response. The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored. If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored. The SRO/SSO or officer in charge will, when possible, consult with the principal about the need or decision to arrest or remove students and other persons from the campus. In any event, law enforcement officials have the authority to arrest and remove any person who commits a crime within their jurisdiction.

20. 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.

21. Provision of School Keys: The School Board will provide two sets of keys for every school to the Chief of Police. The parties will inform each other if any key is lost.

22. Term of Agreement: The term of this agreement is one year commencing July 1, 2018 and ending June 30, 2019.

23. Contract cost and payment:

a. School Board agrees to pay for services provided for the duration of this Contract the sum of ~~\$606,680~~\$562,452~~695,709~~.00. This sum is referred to as the "Contract Price."

b. School Board will pay Two/Twelfths (2/12 or 16.67%) of the total contract price to the City of Key West no later than June 30, 2018. Thereafter, School Board shall pay One/Twelfth of the total contract price no later than August 15, 2018 and on or before the first day of each succeeding month until the total contract price is paid.

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.

24. 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.

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

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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: _____
Bobby Highsmith, Chairperson

Date: _____

By: _____
Mark Porter, Superintendent

Date: _____

By: _____
James Scholl, City Manager, City of Key West

Date: _____