



ALACHUA COUNTY SHERIFF'S OFFICE

July 24, 2015

Sheriff Sadie Darnell
Post Office Box 5489 • Gainesville, FL 32627

Dr. Owen Roberts, Superintendent
Alachua County Public Schools
620 East University Avenue
Gainesville, Florida 32601-5498

Re: School Resource Deputy Contract – SBAC Proposal of July 21, 2015

Dear Superintendent Roberts:

Thank you for meeting with me and Major Latrell Simmons on Tuesday, July 21, 2015 to discuss the Alachua County Sheriff's Office (ACSO) School Resource program. I am extremely disappointed you have chosen to significantly reduce funding by only utilizing State Safe School monies, i.e., not including any school board general funds, and consider your proposal a forced compromise.

While the news was a surprise, I applaud your efforts to come to an agreement with the various municipalities regarding the placement of school resource officers in schools within their respective jurisdictions.

Regarding this contract, some members of the Board of County Commissioners have made it clear they have been dissatisfied with the low percentage of School Board general funds put toward the program over the years. Your proposal of using only State funding and no School Board funding is a further reduction and will likely not set well. As such, I present this contract with the caveat (which is incorporated into the contract) that, should the Board of County Commissioners reduce my law enforcement budget due to the reduced reimbursement to the County, I will have to renegotiate the scope of services, including the number of deputies, provided.

As expressed at our meeting, this proposal is contrary to my preference of maintaining continuity with a full service commitment throughout Alachua County schools. Your efforts to contract with the three (3) municipalities is a radical service delivery change which, in my opinion, is occurring too quickly and, as a result, may cause fractured service delivery and weaken the strong bonds which have been built over many years.

Enclosed you will find a third version of a contract which reflects the terms of the plan you outlined during our meeting on July 21, 2015, for the allocation of deputies within the sixteen schools you wish to be staffed by (ACSO) School Resource Deputies.

Sincerely,


Sadie Darnell, Sheriff 7/24/15

Enc: Contract Revision (3rd)

xc: Chair Chestnut, BOCC

(352) 367-4000



**AGREEMENT BETWEEN
THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA
And
THE ALACHUA COUNTY SHERIFF'S OFFICE
FOR
THE SCHOOL RESOURCE DEPUTY PROGRAM**

THIS AGREEMENT, made and entered into this ____ day of _____ 2015, by and between THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA, (hereinafter referred to as the "School Board"), and THE ALACHUA COUNTY SHERIFF, (hereinafter referred to as the "Sheriff");

WHEREAS, the Sheriff and the School Board desire to provide a crime and delinquency prevention program to the public schools of Alachua County; and

WHEREAS, the Sheriff and the School Board desire to provide a safer school environment through a School Resource Deputy Program;

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

1. The Sheriff shall assign one regularly employed deputy sheriff as a School Resource Deputy to each of the following schools:

High Schools

Buchholz High School*
Eastside High School*
Hawthorne Jr/Sr High
Newberry High School

Middle Schools

Fort Clarke Middle School
Kanapaha Middle School
Oak View Middle School

Elementary Schools

Archer Elementary School
Chiles Elementary School
Hidden Oak Elementary School
Idylwild Elementary School
Lake Forest Elementary School
Meadowbrook Elementary School
Newberry Elementary School
Shell Elementary School
Wiles Elementary School

*Two (2) deputies will staff Buchholz High School and Eastside High School

2. The School Board agrees to pay up to \$331,317.12 as its share of funding these eighteen (18) School Resource Deputies (SRDs) for the 2015-2016 regular school year. This amount

represents the nine month prorated cost of the salaries, benefits and operating expenses for the eighteen (18) SRDs. Funds provided by the School Board during the term of this agreement for the cost of SRDs shall be paid to the Sheriff in ten monthly payments beginning October 30, 2015. Monthly payments shall be 1/10 of the agreed-upon total share, provided that all eighteen (18) SRD positions are staffed by October 1, 2015. If any SRD positions are not staffed, monthly payments shall be reduced in an amount equal to the non-staffed portion of the eighteen (18) total positions. (In the event the state of Florida withholds or reserves any part of the funds of the District's safe schools allocation, or in the event that the Alachua County Board of County Commissioners reduces the Sheriff's law enforcement budget, the parties may renegotiate the compensation provided for herein and scope of services to be provided hereunder.)

3. The School Board agrees to provide an additional amount, up to \$12,000.00, for instructional materials and SRD training approved by the Superintendent or his designee. These funds will not be used to pay for law enforcement security at sporting events. Payments for additional materials and/or services will be made upon invoicing for school materials and/or services by the Sheriff's Office. Invoices shall include documentation to substantiate the training or materials being reimbursed. Invoices will be paid within the time frame designated by Florida Statutes.
4. Each school listed in paragraph 1 shall, with the participation of the assigned SRD, develop a safety plan which addresses internal and external threats.
5. The School Board will ensure that each school listed in paragraph 1 shall report child abuse in conformance with Chapter 39, Florida Statutes.
6. The Sheriff shall also continue to provide supervision of the School Resource Deputy program, including scheduled and non-scheduled visits to middle and high schools.
7. The School Resource Deputy program will operate in accordance with the guidelines attached hereto as "Exhibit A."
8. The School Board and the Sheriff agree, pursuant to s. 1002.221(b), Fla. Stat. (2015), to share certain student education records and information in order to further the crime and delinquency prevention programs contemplated by this Agreement. The School Board agrees to provide student demographic information, enrollment data, current schedule, attendance and summary discipline information through its Infinite Campus on-line program to each School Resource Deputy for students at the school where the Deputy is assigned.
9. School Resource Deputies shall remain employees of the Alachua County Sheriff's Office and shall not be employees or agents of the School Board of Alachua County. The School Board and the Sheriff acknowledge that School Resource Deputies are deputy sheriffs who shall uphold the law under the direct supervision and control of the Alachua County

Sheriff's Office. SRDs shall remain responsive to the chain of command of the Alachua County Sheriff's Office.

10. This agreement may be terminated by either party upon ninety (90) days written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either party upon ninety (90) days written notice. Termination of this Agreement may only be accomplished as provided herein. In the event of this Agreement is terminated, pro-rated compensation will be made to the Sheriff for services performed to the date of termination. The School Board shall be entitled to a pro-rated refund for that period of time when School Resource Deputy services are not provided because of the termination of this Agreement.
11. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows:

Owen A. Roberts, Ph.D.,
 Superintendent
 School Board of Alachua County
 620 East University Avenue
 Gainesville, FL 32601

Sadie Darnell
 Sheriff of Alachua County
 Alachua County Sheriff's Office
 P. O. Box 5489
 Gainesville, FL 32627-5489

12. The School Board, 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 negotiation between the Superintendent and the Sheriff or their designees.
13. This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both parties.

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

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

THE SCHOOL BOARD OF
ALACHUA COUNTY, FLORIDA

THE ALACHUA COUNTY
SHERIFF'S OFFICE

By: _____
Leanetta McNealy, Chairperson Date

By: _____
Sadie Darnell, Sheriff Date

Attest: _____
Owen A. Roberts, Superintendent

Attest: _____

Approved as to Form:

Approved as to Form:

Attorney

Attorney

EXHIBIT A
ALACHUA COUNTY SHERIFF'S OFFICE
JUVENILE RELATIONS BUREAU
SCHOOL RESOURCE DEPUTY PROGRAM

The Alachua County School Resource Deputy Program is a crime and delinquency prevention program focused on educating and counseling students. The program is a joint venture of the Alachua County Sheriff's Office and the School Board of Alachua County. The primary objectives of this program are:

1. Educating students in the areas of crime prevention, personal safety, substance abuse, anti-bullying, internet crimes against children and cyber safety and general law education.
2. Helping students with problems through personal or group counseling.
3. Gathering information about criminal activity or potential problems within the school or community.
4. Providing law enforcement assistance to school personnel, parents, and students.
5. Developing a positive image of law enforcement Deputies among students and parents.

School Resource Deputy Responsibilities:

1. The School Resource Deputy (SRD) shall act as in instructor for specialized short-term programs at all schools, when invited to do so by the principal or a member of the faculty. The SRD shall develop expertise in presenting various subjects to students which shall include, but is not limited to, a basic understanding of law, the role of law enforcement, and the law enforcement mission. The SRD will seek permission from the principal or a member of the faculty prior to enacting any program within the school. Special topics, which the SRD can discuss in a classroom setting upon request, are listed in the enclosed SRD curriculum.
2. The SRD shall be available for student, parent, and faculty member conferences in order to assist with the identification and solving of problems of a law enforcement or crime prevention nature. In such sessions, the SRD has discretion about what action to take if he or she becomes aware of a criminal act.
3. Visibility is critical to the success of the SRD Program. A law enforcement presence during lunch times, bus arrivals/ departures, class changes, as well as the time before and after school, are essential in the scope of duties of an SRD. It is important for the deputy to work with the administration during these periods.
4. The SRD shall become familiar with all community agencies that offer assistance to youths and their families such as mental health clinics, drug treatment centers, and

community-based programs. The SRD shall make referrals to these agencies when appropriate.

5. The goal of the SRD is to respond to matters pertaining to school safety, not to enforce school discipline or punish students. In the event a student misbehaves, the school principal and their designees will be the primary source of intervention and disciplinary consequences. In addition, school officials should make every effort to connect students to school and/or community based support services, such as counseling, mentoring, or extracurricular activities. All parties involved in school discipline shall consider the totality of the circumstances including the age, behavioral and/or criminal history, disability or special education status, the degree of harm caused, and the potential threat to safety of the school, its staff and students.
6. It is the intent of the parties to minimize misdemeanor arrests on school campus. The parties agree that students need to be held accountable for misbehavior in order to learn from their mistakes, take responsibility for their actions, and reconnect to their school community. The parties agree the most effective means of holding students accountable for their actions include providing them with continuity and support from school officials that interact with them on a daily basis.
7. The SRD will cooperate and participate as necessary in the School Board's expulsion hearing process if requested by the Superintendent of Schools or his legal counsel. The Sheriff's Office will provide case information and/or testimony to the Superintendent, or his/her designee, provided the case is not a pending criminal investigation. In cases of active criminal investigations, the State Attorney, or his designee, will approve such action.
8. The SRD shall wear the official deputy sheriff's uniform at all times while on duty as an SRD. Appropriate civilian attire may be worn on occasions agreed upon by the Sheriff or her designee.
9. The SRD will follow and conform to all School Board policies and procedures that do not conflict with the established policies and procedures of the Alachua County Sheriff's Office.
10. The SRD will investigate crimes that take place on school property and may participate in the investigation of crimes known to involve students from his/her school.
11. Should it become necessary to conduct formal law enforcement interviews or investigations with students, the SRD shall adhere to those legal requirements, policies, and procedures established by the State of Florida, the Sheriff, and the School Board. The SRD shall inform the student's parent(s) and the principal, or his/her designee, of the investigation/interviews occurring on campus, as soon as practical, if not prohibited by confidentiality provisions of the state law.

12. At the principal's or his/her designee's request, the SRD shall take appropriate law enforcement action against intruders, trespassers, and unwanted unauthorized individuals who may appear at school and/or school-related functions, to the extent that the SRD may do so under the authority of law.
13. The SRD shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.
14. The SRD will be given sufficient time at the beginning of the school year to present information to school administrators, faculty and staff on School Crises and Emergency plans.
15. The SRD shall inform the principal, or his/her designee, prior to making "random truancy sweeps." The individual school shall establish a working policy with the deputy for the referral or transporting of truant students.
16. A regularly scheduled meeting will be held for all SRDs to coordinate the exchange of information among SRDs in various schools.
17. The SRD Program will not be identical in each school. The character of the program in each school will be greatly influenced by the principal and the needs of that school.
18. The SRD will develop a working knowledge of students that may have behavioral/mental health issues and assist school staff and parents in developing non-criminal justice responses to behavioral/mental health issues.
19. The SRD will assist the school administration with conducting a minimum of six (6) lockdown or evacuation drills (Not including mandated fire drills) during the school year.
20. The SRD and school administration will promote strategies, including Community Oriented Policing, to increase law enforcement effectiveness on school campuses.
21. The SRD will engage the school community (i.e. parents, students, teachers, support staff and administrators) to conduct a thorough assessment of their school crisis plan, school building layout, scheduling practices, use of human resources for monitoring purposes, and the structural design of the school to determine the need for:
 - Surveillance or security technology, such as closed circuit televisions cameras in hallways, parking lots, entrances, etc.
 - Innovations for maximizing the use of human resources to monitor activity
 - Identifying improvements and ensuring non-duplication of effort in emergency response procedures

School Resource Deputy Assignments:

The Sheriff shall assign one regularly employed deputy sheriff as a School Resource Deputy to each of the schools listed in paragraph one of the Agreement.

1. One (1) additional deputy will staff Buchholz High School. This deputy sheriff will have the dual role as a second School Resource Deputy at Buchholz High School and that of a "Floater," similar to a substitute, for extended absences at other campuses.
2. One (1) additional deputy will staff Eastside High School. This deputy sheriff will have the dual role as a second School Resource Deputy at Eastside High School and that of a "Floater," similar to a substitute, for extended absences at other campuses.

School Resource Deputy Work Hours:

The SRD work hours should be set by the principal and the SRD's supervisor with the following understandings:

1. The SRD works a 40-hour week.
2. Special duty, before or after school, may be assigned on a limited basis if the SRD's work day is rearranged to make this possible. (Rearranging the SRD's schedule to provide football and basketball game security should be kept as minimal as possible. Security for ball games and events should be contracted under other terms whenever possible).
3. The SRD may be required to set certain times aside for in-service training, court appearances, etc. The Sheriff will make a good-faith effort to schedule in-service training at times other than regular school hours.
4. Deputies may use up to ten (10) days of non-emergency leave during the calendar year. If the SRD is not going to be in school, he/she shall inform the principal, or his/her designee, as soon as possible, at least twenty-four (24) hours prior to taking such leave. The Sheriff will make a good-faith effort to assign a substitute SRD to the school if the regularly assigned SRD is absent for more than two consecutive days.
5. The school principal will be given the opportunity to provide input on the SRD's performance with the Sheriff's designee.

Facilities and Materials:

The SRD should be considered a resource for the principal's administrative staff. The SRD should work closely with the principal or an administrator appointed by the principal. The School Board shall provide, if possible, each SRD the following facilities and materials necessary for the proper performance of the SRD function:

- An air conditioned, properly lighted private office with a telephone and locking file cabinet for business purposes.
- A desk, chair, appropriate office supplies, copying equipment, internet access and secretarial assistance, if needed.
- For the safety of school staff, the deputy should be issued a portable 2-way radio or reprogram the ASO portable radio, if applicable, for communication with other school personnel.

School Resource Deputy Curriculum:

Each SRD may deliver, upon request by school administration or faculty member, classroom instruction or information on the following topics:

1. Law Enforcement as a Career
2. Juvenile Crime:
 - Shoplifting
 - Vandalism
 - Assault and Battery
 - Trespass
 - Burglary
 - Gang Activity
 - Anti- bullying
3. Internet crimes against children and cyber safety.
4. Traffic Safety
5. Impaired Driving
6. Substance Abuse
7. Rape Prevention
8. Crime Prevention
9. Firearm Safety
10. Other topics that the SRD may be requested to cover by the school as the need develops.
11. Know the Law presentations

Selection Criteria:

Supervisors from the Juvenile Relations Bureau shall interview each potential SRD. The following factors will be considered in the selection process:

- The deputy's desire to work with youth.
- The deputy's prior experience in law enforcement and youth work.
- The deputy's interpersonal and communication skills.
- The deputy's academic background and/or other pertinent training.

Training:

The SRD shall attend the 40-hour "School Resource Deputy Basic Training Course" offered by the Attorney General's Office and the 64-hour "Instructor Techniques Course" offered by the Institute of Public Safety. In addition, the deputy may be required to attend additional courses in drug education, crime prevention, or such appropriate topics as part of his or her prerequisite training or specialized training. In addition to the listed training, all Sheriff's Office personnel are required by the agency to attend mandatory retraining every year. The Juvenile Relations Bureau will make a good-faith effort to schedule training for times other than regular school hours.

Pending the availability of funds, the School Board may provide tuition costs for additional training for the SRD Program (i.e., Florida Association of School Resource Deputy Training Conference (F.A.S.R.O.) or Training approved and/or offered by the Attorney General's Office of Florida Crime Prevention Training Institute).

Reports:

On a monthly basis the Sheriff's Office will provide the SBAC a copy of the SRD's bi-weekly attendance and leave record and overtime log (timesheet), which documents the SRD's work schedule. This report will indicate hours at school, hours in training, sick hours used, vacation hours used, hours assigned to special details, etc. The report will be broken down by employee with a legend detailing the school to which the employee is assigned. The report will be sent to the superintendent, or designee, in an electronic format.

Nothing in this agreement is intended to limit the discretion of the SRD. Deputies responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action. All parties to this agreement will collaborate to resolve any issues that may arise as a result of school intervention or discipline in lieu of criminal charges.