AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2014, by and between the School Board of Brevard County, Florida, hereinafter referred to as BOARD, and Wayne Ivey, in his capacity as Sheriff of Brevard County, Florida, hereinafter referred to as SHERIFF.

WITNESSETH:

WHEREAS, the BOARD and SHERIFF desire to assign a school resource officer to the campuses of Merritt Island High, Viera High, Edgewood Junior-Senior, Space Coast Junior-Senior, Hoover Middle, and Jefferson Middle; and

WHEREAS, the BOARD finds and determines that school resource officers are in the best interest of the school system and community; and

WHEREAS, the SHERIFF believes that the assignment of school resource officers will enable him to better accomplish his constitutional and statutory duties, will foster a better relationship between young people and law enforcement, and will result in a diminution of crime and delinquency.

NOW, THEREFORE, in consideration of the mutual covenants contained herein below, and subject to approved funding by the Brevard County Board of Commissioners and the Brevard County School Board, the parties agree as follows:

Term of Agreement

1. That commencing August 18, 2014, the SHERIFF shall assign one school resource officer to work full-time at each of the schools enumerated hereinabove until the last day of the school year, June 1, 2015.
Selection and Retention of School Resource Officer

2. At all material times, the school resource officers, as deputy sheriffs, shall be employees and agents of the SHERIFF, subject to supervision and control by the SHERIFF. The SHERIFF shall select the school resource officer to be assigned to each school. The principal of each such school, however, shall be involved in the selection process and may reject SHERIFF’S proposed candidate for any reason, except that such rejection of the SHERIFF’S proposed candidate may not be arbitrary or capricious, and may not be based upon any motivation that relates to the candidate’s race, sex, religion or the existence of any physical handicap, it being the express intent that the rejection of any candidate proposed by the SHERIFF shall not constitute a violation of any state or federal laws. The principal of each school shall be provided with an opportunity for input in the evaluation of the school resource officer assigned to his/her school, and may cause the SHERIFF to reassign such school resource officer in the event that Principal believes that the retention of such school resource officer at his/her school is not in the best interest of the school system, provided, however, that no such reassignment may be predicated upon any arbitrary, capricious or discriminatory reason, nor may such reassignment violate any state or federal law.

No Third Party Beneficiaries

3. This Agreement is for the benefit of the BOARD and the SHERIFF. No other person is intended to be a beneficiary under this Agreement. No employee of the SHERIFF shall derive any property right in his/her employment not otherwise
enjoyed by such employee, by virtue of this Agreement. Furthermore, neither the SHERIFF nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this Agreement.

**Reimbursement for Salary and Benefits**

4. The BOARD agrees to reimburse the SHERIFF for a total of (6) six Deputy Sheriffs at $31,300 per officer. The SHERIFF shall be responsible for making salary payments and providing benefits to school resource officers. The BOARD shall reimburse the SHERIFF in four installments due on October 15, 2014, December 17, 2014, February 18, 2015 and May 22, 2015. To the extent that any payment made by the BOARD results in an overpayment, over that which is due the SHERIFF pursuant to the terms of this Agreement, the SHERIFF shall reimburse the BOARD by the extent to which an overpayment is made. All invoices should be submitted to Lieutenant Mike Scully, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.

**Provision of Work Space; Supplies**

5. The BOARD shall provide each school resource officer with appropriate work space within the respective school facilities. Furthermore, the BOARD shall supply each resource officer with clerical support and supplies necessary to perform school resource officer duties, which work space, support and supplies shall be furnished by the Principal of the respective schools, as such Principal in the exercise of his/her reasonable discretion determines is necessary.
Goals and Objectives

6. It is mutually agreed and understood that the goals and objectives of this Agreement are enumerated in Exhibit 1, a copy of which is attached hereto. No duty is undertaken by either party to this Agreement however, to any person not a party to this Agreement, it being expressly understood that these goals and objectives are for the benefit of the parties hereto and no other person or entity.

Duties of SRO; Miscellaneous

7. The SHERIFF shall direct that all school resource officers assigned hereunder shall cooperate with the Principal of each such school in a manner that is most likely to accomplish the goals and objectives of this Agreement. The SHERIFF shall direct that such school resource officers work a full-time schedule on all days that school is in session, subject to illness and vacation entitlements of such school resource officers. The SHERIFF reserves the right to direct school resource officers to perform emergency functions off of school campuses, but the SHERIFF shall not exercise said right unless an emergency exists wherein someone is in imminent danger of bodily injury or death, necessitating the intervention by such school resource officer. The SHERIFF shall further direct that such school resource officers make themselves available, at the request of school officials, to provide supplemental instruction, and to engage in after school activities, provided that no liability for overtime wages is incurred. The SHERIFF and the Principal of each school shall jointly concur and determine
under what circumstances school resource officers will wear their uniforms in connection with their duties.

Uniforms, when worn, shall be standard uniforms for deputy sheriffs in Brevard County. The SHERIFF shall direct school resource officers to avoid effecting physical arrests of students on school grounds, so as to not disrupt the orderly educational process. When possible, arrests shall be made by deputy sheriffs who are not assigned as school resource officers. However, it is expressly acknowledged and understood that the SHERIFF, and his deputies, have duties imparted upon them by the Constitution and the statutes of the State of Florida to enforce the laws that keep the peace. Therefore, nothing herein shall be construed so as to place a limitation on such constitutional and statutory duties of the SHERIFF and his deputies. Furthermore, should any school resource officer witness a criminal violation or breach of the peace, and reasonably believe that immediate action is necessary to avoid bodily injury, property damage, or the escape of such violator, then the school resource officer will take such action as is reasonably necessary under the circumstances to prevent bodily injury, property damage, or the escape of the violator, in accordance with policies and procedures promulgated by the SHERIFF. Under the circumstances wherein an incident occurs and an arrest is made by a school resource officer of a student or an individual on the premises of BOARD, the school resource officer shall provide a report to the school Principal, to the extent that the school resource officer believes that he/she may lawfully do so, as soon as reasonably can be accomplished under the circumstances. In the event that a student is interrogated
by the school resource officer, such school resource officers to follow appropriate law enforcement procedure, contact the Principal of the school and notify the student’s parent as soon as is reasonably possible. The SHERIFF shall endeavor to ensure that the school resource officers are familiar with community agencies offering assistance to delinquent youths, such as mental health clinics, drug treatment centers, etc. School resource officers shall not be permitted to attend student disciplinary meetings that do not involve allegations of criminal behavior without specific parental permission. The SHERIFF shall encourage school resource officers to interact with students between classes, during lunch periods and to attend parent and faculty meetings for the purpose of soliciting parental and faculty input regarding the school resource program. The SHERIFF shall also direct that school resource officers to respond to an area off school property during the school day with respect to a report of criminal activity in which a student is an offender or a victim is reported to such school resource officer.

**Indemnity**

8. The parties agree to indemnify each other and hold each other harmless for any claims, losses, damages, injuries, suits, attorney’s fees or costs under the circumstances described herein below:

   a. The SHERIFF shall indemnify the BOARD in the event that the BOARD incurs any liability, suffers any loss or is made the subject of any claim arising from any act or omission of any employee of the SHERIFF, including any school resource officer, if and only if such act or omission is the sole cause of such claim, injury or loss. This provision is not intended
to, nor shall it operate to affect the rights, privileges and immunities of the SHERIFF as set forth in Section 768.28 of Florida Statutes.

b. The BOARD shall indemnify the SHERIFF and hold him harmless from any loss, claim, damages or actions arising from any act or omission of any employee of the BOARD, or arising from the maintenance, operation or use of equipment owned by the BOARD, or any claim, loss or damage arising from any condition of premises owned or maintained by the BOARD, if and only if such acts, omissions, or conditions are the sole cause of any such injury, loss or damage. This provision is not intended to, nor shall it operate to affect the rights, privileges and immunities of the Board as set forth in Section 768.28 of Florida Statutes.

c. In the event that a loss, claim, injury or damage is due, in part to acts or omissions of the SHERIFF’S employees and in part to acts or omissions of BOARD’S employees or conditions of the equipment or premises of BOARD, then each party shall bear its respective, comparative responsibility for such loss, damage or claim and neither party will be entitled to indemnity from the other party.

**Governing Law**

9. This Agreement is governed by the laws of the State of Florida. Specifically, the parties shall be governed by Section 1006.12, Florida Statutes, which is incorporated herein by this reference.
**No Assignment**

10. This Agreement shall not be assigned by either party without the express written consent of the other party.

**Early Termination of this Agreement**

11. Notwithstanding any provisions in this Agreement to the contrary, if the Brevard County Board of County Commissioners does not provide funding to the SHERIFF to provide services pursuant to this Agreement, the SHERIFF may terminate this Agreement without incurring any further liability or obligations to the BOARD.

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

____________________________________
Wayne Ivey, Sheriff of Brevard County, Florida

____________________________________
Karen Henderson, Chairman

____________________________________
Brian T. Binggeli, Ed.D., Superintendent

Approved as to form:

Charles Ian Nash, General Counsel
Brevard County Sheriff’s Office

Approved as to form:

HAROLD T. BISTLINE, ESQ., as Attorney for SCHOOL BOARD OF BREVARD COUNTY
EXHIBIT I

SCHOOL RESOURCE OFFICER PROGRAM

GOALS

1. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.

2. To foster a better understanding of the law enforcement function.

3. To develop positive concepts of law enforcement.

4. To develop a better appreciation of citizens rights, obligations, and responsibilities.

5. To provide information about crime prevention.

6. To provide assistance and support for crime victims identified within the school setting, including abused children.

7. To promote positive relations between students and law enforcement officers.

8. To enhance knowledge of the fundamental concepts and structure of the law.

9. To annually evaluate the effectiveness of the program based on input from students, parents, the school staff, and the community, and submit a written report to the principal.

10. To provide materials and consultative assistance to teachers and parents on various law education topics.
EXHIBIT II

SCHOOL RESOURCE OFFICER PROGRAM

GUIDELINES

BREVARD COUNTY SCHOOL SYSTEM

1. The school resource officer, hereinafter referred to as SRO, is a Brevard County Sheriff’s Deputy, responsible to the Brevard County Sheriff. The SRO shall report to the school principal on a regular basis as determined by the Principal. The Principal will also perform a semi-annual performance evaluation of the SRO.

2. The SRO candidates will be interviewed by a committee, which includes the Principal of the school or his/her designee. The Sheriff will make the final selection based upon recommendations of the Selection Committee.

3. The Sheriff and the Principal shall determine when the SRO will wear his uniform at the school.

4. Normal conflicts may occur between the Principal and the SRO. These conflicts may occur as a result of the SRO behavior, understanding of job duties and responsibilities, or interpretations of the SRO’s contract. The Principal or his/her designee and SRO will make every effort to resolve these conflicts. If that is unsuccessful, the Principal or his/her designee shall notify the Sheriff or the Sheriff’s designee to address these concerns. In the event the school and the Sheriff are unable to resolve this conflict, the Principal and the Sheriff will meet to resolve the conflict. Should the Principal and the Sheriff be unable to resolve any of these conflicts, the Principal or the Sheriff may exercise their right to cancel this School Resource Officer Contract with the proper notice, according to this Agreement. That notification should be submitted to the other party in writing with the termination date. If the Principal exercises his/her right to terminate the contract in the middle or toward the end of a school year, and time will not permit for the orderly selection of a replacement, the SRO position will not be filled until the beginning of the next school year.

5. The Principal or any other school board employee shall report all allegations of improper conduct to the SRO’s immediate supervisor. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO.

6. It shall be the responsibility of the Sheriff to provide all salary payments and fringe benefits of the agency to the SRO. The School Board shall
reimburse the Brevard County Sheriff for the SRO based upon the amount stipulated in the Agreement.

7. The School Board is expected to pay for training expenses for the SRO to maintain professional standards as a SRO, provided that funds are approved by the School Board for this purpose.

8. The SRO’s normal work year shall be the same as the normal teacher work year with an additional alternative for five days of planning prior to the teacher work year and five days of critique and review following the teacher work year.

9. The SRO will perform the duties identified within the contract to include Exhibits I and II. The Principal may also assign additional duties with concurrence of the Sheriff. The Principal and Sheriff or their appointed designees shall meet prior to the school year to determine the duties and responsibilities of the SRO which are not identified in this contract. Deviations from this Agreement shall be with the concurrence of the Principal and the Sheriff.

10. A formal written plan of action with regard to the community policing philosophies will be presented and discussed with the Principal, Sheriff, SRO and other appropriate personnel prior to the first day students arrive. This plan must include duties for the five days prior and five days after teachers are on campus if that alternative option is selected, as well as the number of hours that the SRO will provide in-classroom instruction.

11. The SRO, Principal, Area Superintendent, and Sheriff will meet to review the plan of action and provide summary evaluation concerning the SRO’s progress not less than one time per semester. Additional meetings may be requested by the Principal or the SRO to review the progress of the plan of action.

12. The SRO shall be assigned specifically to the school, five days per week during the school year. **Unless it’s an extreme emergency, the SRO will not be called away from the school by the Sheriff’s Office.** If the SRO is required to be away from the school for a substantial portion of the school day, the SRO shall notify the Principal of his/her pending absence.

13. The SRO may be assigned to provide supplemental classroom instructions at the discretion of the Principal. The Attorney General’s (SRO training) philosophy with regard to in-class SRO presentations will be used as a guide.
14. At the request of the Principal, the SRO may train school personnel in interview techniques, investigation skills, and other matters.

15. The SRO may engage a student for the purpose of completing a Referral Form. The Principal or his/her designee will be notified of any disciplinary action initiated by the SRO through forms provided by the school. It is preferred that the SRO contact the parent of a student prior to participating in a student disciplinary meeting. Should it become necessary to conduct formal law enforcement interviews with students, the Sheriff’s policy will be followed, parents shall be notified, and coordination made with the Principal.

16. The Principal may adjust an SRO’s schedule and assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other school activities, so long as they do not conflict with the Sheriff’s policy, the bargaining agreement between the Sheriff and the Sheriff’s personnel, or result in overtime expenses charged to the Sheriff or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity; therefore, no SRO shall be required to work any after-school activities that will cause the Sheriff to incur the obligation to pay overtime to an SRO. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

17. The SRO is required to notify school administration of any illegal or unlawful activity occurring on campus to the extent allowable by law. The SRO shall follow appropriate Sheriff’s and school administrative procedures. In the event they conflict, the Sheriff’s procedures shall prevail. The SRO shall avoid making arrests on school grounds unless under exigent circumstances, or under such circumstances that the SRO reasonably believes to be necessary and appropriate. If an arrest is made, the SRO will be called to execute proper Sheriff’s office procedures. The SRO should coordinate arrests and other operational strategies with the Principal whenever possible.

18. The SRO will be responsible for developing a positive relationship with the students. The SRO is encouraged to interact with the students during class breaks, lunch periods, and other normally sponsored school activities.

19. The SRO is encouraged to attend parent, faculty, and staff meetings as a staff support person to solicit their support and understanding of the program.
20. The SRO should be familiar with all community agencies which offer assistance to delinquent youth, such as mental health clinics, drug treatment centers, etc., making referrals when necessary and acting as a resource to the Principal.

21. The SRO shall submit bimonthly reports of activities to be reviewed by the Principal and SRO command staff. Overtime shall be approved in advance by the agency supervisor. Overtime shall be borne by the agency and NOT the District.

22. At any time during the school year when students are not in school or at the conclusion of the contract period, the SRO shall be assigned other duties by the Sheriff.

23. The SRO shall comply with the provisions specified in Section 1006.12, Florida Statutes (School Resource Officer Program).