

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY Human Resource Services/Risk Management		SCHOOL BOARD AGENDA EXECUTIVE SUMMARY	
TITLE V.b.3.C.1. School Resource Officer Agreement – City of Pensacola Police Department		SUBMITTED BY: Keith Leonard, Assistant Superintendent Human Resource Services	
PERIOD OF GRANT/CONTRACT/REQUEST 2020-2021 School Year	FUNDING SOURCE Safe Schools Fund/General Fund	PROJECT COORDINATOR AND DEPARTMENT Kevin T. Windham, CFE Director of Risk Management	
AMOUNT OF FUNDING REQUEST \$349,232.06		TOTAL PROJECT \$349,232.06	
PURPOSE To implement the School Resource Program for school year 2020-2021.			
IMPLEMENTATION PLAN The School Board and the City of Pensacola Police Department have entered into an agreement to continue the School Resource Officer Program for the 2020-2021 school year. The School District's 50% cost share of the program is not to exceed \$349,232.06.			
PARTICIPATING SCHOOLS/AGENCIES Participating Schools Per Contract			
ACTION REQUIRED Approval of School Board			
STRATEGIC ALIGNMENT Goal: E.1: Safety: Improve safety in the learning, work, and virtual/technological environment.			
DIRECTOR Kevin T. Windham Director of Risk Management		DATE 7/8/2020	
ASSISTANT SUPERINTENDENT Keith Leonard, Assistant Superintendent Human Resource Services		DATE 7.8.2020	
		APPROVED ESCAMBIA COUNTY SCHOOL BOARD JUL 21 2020	

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
THE CITY OF PENSACOLA POLICE DEPARTMENT
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this 21st day of July 2020, by and between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**, (hereinafter referred to as the **SCHOOL BOARD**), and **THE CITY OF PENSACOLA POLICE DEPARTMENT**, (hereinafter referred to as the **PPD**).

WITNESSETH:

- A. The **SCHOOL BOARD** and the **PPD** desire to provide law enforcement and related services to the public schools within the city limits of the City of Pensacola; and
- B. A School Resource Officer Program ("SRO Program") has been proposed for the public school system of Escambia County, Florida, as hereinafter described; and
- C. The **SCHOOL BOARD** and the **PPD** recognize the potential outstanding benefits of the SRO Program to the citizens of the City of Pensacola, Florida, and particularly to the students of the public school system of Escambia County, Florida; and
- D. It is in the best interest of the **SCHOOL BOARD**, the **PPD**, and the citizens of The City of Pensacola to establish this SRO program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the **SCHOOL BOARD** and the **PPD** hereby agree as follows:

ARTICLE I

A School Resource Officer Program is hereby established in the public schools located in the jurisdictional boundaries of the City of Pensacola, Florida.

ARTICLE II

RIGHTS AND DUTIES OF THE PPD

The **PPD** shall provide Supervisors and School Resource Officers (hereinafter referred to as SRO's) as follows:

- A. The **PPD** shall assign Supervisors for the SRO Program as follows:
 - One (1) Lieutenant
 - One (1) Sergeant

The **SCHOOL BOARD** and the **PPD** agree to share equally (50% each) in the costs

associated with the lieutenant and sergeant as provided herein.

- B. The PPD shall assign regularly employed police officer(s) to each of the following schools as indicated:

Pensacola High School – two (2) SRO's
Washington High School – two (2) SRO's
Workman Middle School – one (1) SRO

The SCHOOL BOARD and the PPD agree to share equally (50% each) in the costs associated with these five (5) officers as provided herein.

- C. Regular Duty Hours of School Resource Officers

Each SRO shall be assigned to a school on a full-time basis of eight (8) hours on the days that the school is in regular session. When required by the principal for attendance to parent/faculty meetings, school functions, PTA meetings or any sporting events beyond the eight (8) hours regular duty assignment, the SCHOOL BOARD will compensate the SRO at an hourly rate as established by the Chief of Police (currently thirty dollars (\$30.00) an hour or give the SRO compensatory time that will be taken off during his/her normal eight (8) hours school workday. Compensatory time shall not exceed sixteen (16) hours in any given twenty-eight (28) day work cycle and shall be adjusted within that work cycle. The SRO may be temporarily reassigned by the Chief of Police during school holidays and vacations or during the period of a police emergency. PPD shall notify the SCHOOL BOARD in writing of any change in the hourly rate established by the Chief of Police sixty (60) days prior to the implementation of a rate increase.

SRO's shall provide security services for meetings and workshops of the SCHOOL BOARD during the months of June, July, and August, so long as the meeting or workshop is located within the city limits. The SCHOOL BOARD will coordinate any requests for security at a meeting or workshop with PPD.

- D. Duties of School Resource Officers

1. The SRO shall coordinate all of his/her activities with the principal and staff members and seek their permission, advice, and guidance prior to enacting any program within the school.
2. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the police officer, and the police mission.
3. The SRO shall encourage individual and small group discussions in class to further establish rapport with the students.
4. In compliance with section C, the SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist with problems of law enforcement or crime prevention. 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.

5. The SRO shall become familiar with all community agencies that offer assistance to youth and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty and staff of the school.
6. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.
7. Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to SCHOOL BOARD policy and legal requirements. The SRO shall inform school personnel any time he or she learns of another law enforcement officer conducting student interviews on school campuses.
8. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the school 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 the law. Whenever practicable, the SRO shall advise the principal before requesting additional police assistance on campus.
9. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding the SRO's school assignment, whenever necessary. The SRO shall, whenever possible, participate in and/or attend school functions during those hours that school is in regular session.
10. The SRO may be assigned investigations provided such investigations relate to the students attending the school to which the SRO is assigned.
11. The SRO shall maintain detailed and accurate records of the operation of the SRO Program and submit other reports of an instructional nature as required by the principal or school staff.
12. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.

ARTICLE III

RIGHTS AND DUTIES OF THE ECSB

- A. The SCHOOL BOARD shall provide to the full-time SRO of each high school and middle school the following materials and facilities that are deemed necessary to the performance of the SRO's duties:
 1. Access to an air conditioned and properly lighted private office 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 computer with access to school network records i.e. (FOCUS) and/or secretarial assistance.

B. Pursuant to FSS 39.201, regarding mandatory reporting:

1. Whenever any school teacher or other school official or other member of a school staff knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, the matter will be reported to the Department of Children and Families, and to the SRO, or, in his/her absence, to the PPD Dispatch.
2. Whenever any school teacher or other school official or other member of a school staff knows, or who has reasonable cause to suspect, that a child is abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare, the matter will be reported to the Department of Children and Families, and to the SRO, or, in his/her absence, to the PPD Dispatch.
3. Whenever any school teacher or other school official or other member of a school staff knows, or has reasonable cause to suspect, that a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender, the matter will be reported to the Department of Children and Families, and to the SRO, or, in his/her absence, to the PPD Dispatch.

C. In the interest of student safety, the person designated by the principal of the school shall report to the SRO assigned to any public school of the Escambia County School District, or in his/her absence, to the PPD Dispatch, whenever any school teacher or other school official or other member of a school staff has reason to believe that any one (1) or more of the following acts or omissions have occurred on school property, during school-sponsored transportation, or during school-sponsored activities:

1. A known or suspected felony offense, or if the perpetrator is a juvenile, any offense that would be a felony if committed by an adult, including, but not limited to, any sexual battery offense as defined in Section 794.011, Florida Statutes, and any lewd and lascivious conduct offense as defined in Section 800.04, Florida Statutes;
2. A known or suspected misdemeanor offense, or, if the perpetrator is a juvenile, any offense that would be a misdemeanor if committed by an adult, involving violence or threat to commit an offense of violence, including, but not limited to, disorderly conduct, simple assault or battery, and affray;
3. Any possession or transfer of any controlled substance or other contraband item;
4. Known or suspected child abuse by someone other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare;

5. Known or suspected juvenile sexual abuse, that is, any sexual behavior which occurs without consent, without equality, or as a result of coercion, as those terms are defined in Section 39.01(7), Florida Statutes;
6. Any act of high school hazing as defined in Section 1006.135, Florida Statutes;
7. Any known or suspected student bullying or harassment as those terms are defined in Section 1006.147, Florida Statutes;
8. A fatality or serious injury of any person;
9. A missing or abducted student;
10. Possession of a weapon and/or discharge or display of a weapon;
11. Any suicide attempt or information regarding a student's suicidal or homicidal threats or ideations or threat to harm others;
12. Any major bus disturbance or bus accident;
13. Any fire or suspected harmful chemical or biological release;
14. Any suspected site reconnaissance or surveillance;
15. Any intruder or other suspicious person or suspicious items;
16. Any building structural collapse; or
17. Any other matter that may pose a threat to school safety.

D. The foregoing reporting requirement is mandatory

1. The SRO must notify the principal as soon as practical after taking a report. The SRO and the PPD will take law enforcement action as appropriate.
2. Nothing in this Agreement shall be construed to impair or restrict activities otherwise appropriate by SRO's within that officer's authority as a certified law enforcement officer.
3. School officials will assist and cooperate with law enforcement in the investigation of incidents reported to the SRO or the PPD pursuant to this Agreement. Should it become necessary to conduct formal law enforcement interviews with students, the SRO or other investigator shall adhere to School Board policy, PPD policy and legal requirements with regard to such interview. If there is a conflict between the School Board policy and the PPD policy or legal requirements, then the PPD policy or legal requirements shall prevail.
4. Any conduct or incident that is either a serious breach of conduct, or a very serious breach of conduct, as set forth in the Escambia County School District Students

Rights and Responsibilities Handbook, but does not fall into one of the categories listed above, may, in the discretion of the principal, be handled by school officials without filing a report with the SRO or law enforcement. The SRO receiving information will either write an offence report and generate a complaint number when a crime is committed or will generate an incident through communications and provide a CAD number to the school.

ARTICLE IV

FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM

- A. The SCHOOL BOARD and the PPD agree to share equally (50% each) in the personnel related cost associated with the SRO Program, as agreed upon and set forth in Appendix A. In addition, the SCHOOL BOARD will pay 50% of the costs associated with the SRO's attendance at State and National conferences.
- B. The School Board's share, not to exceed \$349,232.06, shall be reimbursed to the PPD on a pro-rated basis over the 2020-2021 school year, payable within 30 days of receipt of the invoice and based on actual cost identified on a detailed invoice provided by the PPD's finance department and verified by the District. Upon execution of this agreement, the School Board shall immediately pay the PPD the prorated portion of such reimbursement for those months of the 2020-2021 school year already completed at the time of execution. In the event the SROs assigned to this program work over and above their normal work day as a result of this Agreement, the School Board shall be responsible for reimbursement of those costs associated with such overtime. All overtime in excess of the normal work day under this contract would need to be approved by the Deputy Superintendent of the District in order to be considered for payment under this contract.

ARTICLE V

EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

SRO's shall remain employees of the PPD and be considered contract employees of the SCHOOL BOARD. The SCHOOL BOARD and PPD acknowledge that the SRO's shall remain responsive to the authority of the PPD chain of command. The PPD office warrants that all SRO's meet requirements as described in Section 1012.32, Florida Statutes.

ARTICLE VI

Appointment of SRO's will be made by the Chief of Police per PPD policy. The Chief of Police and his designated SRO staff, in coordination with the Superintendent of Schools, will determine which schools have the greater need for SRO's. The Chief of Police will assign officers to the schools based upon many factors including, but not limited to: seniority, experience as a SRO, and conflicts or potential conflicts of interest (i.e., personal relationships with administrators, students, and/or teachers). Placement of individual SRO's to a specific school will be made by the Chief of Police after considering the needs and request of the Superintendent of Schools.

ARTICLE VII

DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT

- A. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent of Schools that the SRO be removed from the program and state the reasons in writing.
 - 1. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his designee shall advise the Chief of Police of the principal's request.
 - 2. If the Chief of Police so desires, the Superintendent and the Chief of Police or their designees shall meet with the SRO to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present.
 - 3. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved, then the SRO shall be removed from the program at the school and a replacement established.
 - 4. In the event mediation is not sought by the Chief of Police then the SRO shall be removed from the SRO Program at the school and a replacement established.
- B. The PPD may dismiss or reassign an SRO based upon agency rules and regulations within the discretion of the Chief of Police.
- C. In the event of resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the PPD shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the PPD will select a permanent replacement for the SRO position.

ARTICLE VIII

BEGINNING AND ENDING DUTY DATES

SROs will report for duty at each assigned school on two (2) teacher planning days prior to the 2020-2021 school session. Their last day at each school will be the last day for students, but includes graduation dates at the end of the 2020-2021 school year or a date to be determined by the School Board.

ARTICLE IX

HOLD HARMLESS AGREEMENT

It is hereby acknowledged that the SRO's are assigned pursuant to the provisions of this Agreement are employees of the employing law enforcement agency and not employees of the Escambia County School Board. To the extent permitted by Florida law and within the limits of liability set forth in Section 768.28, Florida Statutes, the City of Pensacola agrees to hold the SCHOOL BOARD harmless from any and all claims, damages, and judgments in connection with loss of life, bodily or personal injury, or property damage resulting from the actions of law enforcement officers employed and assigned pursuant to this Agreement, who are acting within the scope of their law enforcement responsibilities.

To the extent permitted by Florida law and within the limits of liability of Section 768.28, Florida Statutes, the SCHOOL BOARD shall hold the City of Pensacola harmless from all claims, damages, and judgments in connection with loss of life, bodily or personal injury, or property damage resulting from the actions of any employee, representative, or agent of the SCHOOL BOARD.

No provision of this Agreement to provide SRO services is intended to expand, enlarge, diminish, limit, waive, or alter in any way the scope of responsibility, liability, immunities, or defenses which each signatory public agency has or may have for itself, its agents, or its employees. By entering into this Agreement, neither signatory agency intends that any third party beneficiary be created by execution of this Agreement. In the event, that any claim, action, lawsuit, or other proceeding is brought by a third party against one or both of the signatory agencies hereto, the costs of defense shall be borne separately by the agency or agencies so charged.

ARTICLE X

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon a ninety (90) day written notice that either party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon a one hundred eighty (180) day written notice. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the PPD for all services performed to the date of termination. The SCHOOL BOARD shall be entitled to a prorated refund for that period of time when SRO services are not provided because of the termination of this Agreement.

ARTICLE XI

GOOD FAITH

The SCHOOL BOARD, the PPD, their agents, and their 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 PPD or their designees.

ARTICLE XII

MODIFICATION

This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreements 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 XIII

NON-ASSIGNMENT

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the SCHOOL BOARD and the PPD is obtained.

ARTICLE XIV

MERGER

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.

Signed, sealed, and delivered in the presence of:

THE SCHOOL BOARD OF ESCAMBIA
COUNTY, FLORIDA


Patricia Hightower, Board Chair

DATE: July 21, 2020

THE CITY OF PENSACOLA, FLORIDA


Grover C. Robinson, IV, Mayor

DATE: 8-5-20

ATTEST: 
Malcolm Thomas, Superintendent

DATE: July 21, 2020

ATTEST: 
Ericka L. Burnett, City Clerk

DATE: 8/5/2020

DEPT. OF JUSTICE

OFFICE OF THE ATTORNEY GENERAL

8/2/2020

George P. Johnson



George P. Johnson

George P. Johnson
Attorney at Law
100 West 42nd Street
New York, NY 10018

George P. Johnson
Attorney at Law
100 West 42nd Street
New York, NY 10018

APPROVED AS TO FORM:

[Signature]
Title: School Board Attorney

DATE: 7-1-20

PENSACOLA POLICE DEPARTMENT

[Signature]
Tommi Lyter, Chief of Police

DATE: 7/21/20

APPROVED AS TO FORM:

[Signature] Vanessa Moore
Assistant City Attorney
2020-08-03 10:34:30
City Attorney

DATE: _____