

AGREEMENT

between

The School Board of Orange County, Florida

and

Orlando Police Department

for

The School Resource Officer Program

This agreement is entered into this 1st day of July, 2016 between the School Board of Orange County, Florida, a public body corporate organized and existing under the Constitution and laws of the State of Florida, hereinafter referred to as the "School Board," or OCPS and the Orlando Police Department, hereinafter referred to as the "Law Enforcement Agency."

WITNESSETH

NOW, THEREFORE, in mutual consideration of the covenants herein, the Law Enforcement Agency and the School Board agree as follows:

1. This Agreement shall be in effect from July 1, 2016 through June 30, 2017, unless otherwise terminated as provided herein.
2. The Law Enforcement Agency shall assign officers according to the manpower formula listed below to be School Resource Officers ("SROs") for OCPS.
 - A. 2 Officers at each high school;
1 Officer at each middle school;
1 Officer at each K-8 school;
1 Officer for every 4 elementary schools.

Any requests for additional SRO services during the term of this Agreement and during regular school hours by any OCPS school shall be further negotiated through OCPS' District Police and the Law Enforcement agency.

- B. The Law Enforcement Agency will at a minimum provide such services to the schools listed as in **Exhibit "A"**.
- C. OCPS shall provide notice to the Law Enforcement Agency for the jurisdiction where the school is located, at least two (2) years prior to the commencement of any new school construction or conversion, to discuss and negotiate the need for additional law enforcement resources at the subject school. Both parties acknowledge that the budgetary cycle for the Law Enforcement Agency requires sufficient lead time to properly budget for, select, train and equip law enforcement officers. Notwithstanding the foregoing, OCPS shall provide the Law Enforcement

Agency with OCPS' adopted five (5) year Capital Improvement Plan ("5 Year CIP") on a yearly basis, no later than October 1 of each year. OCPS shall also promptly provide the Law Enforcement Agency any amendments to the 5 Year CIP adopted by OCPS.

- D. A written, agreed upon process by both the Law Enforcement Agencies and the Orange County School Board will be used to determine the assignment of an SRO to a school that did not have previous coverage.
 - E. Any changes to the staffing levels contained in this agreement shall be in writing and signed by both parties.
3. All SROs shall meet or exceed the following qualifications:
- A. Minimum of two years' experience as a state certified law enforcement officer.
 - B. Currently certified by the State of Florida as a law enforcement officer.
 - C. SROs will receive formal training (to include SRO Basic Certification Training) with a focus on school-based law enforcement within 12 months of being assigned to the SRO program.
 - D. These requirements may be modified by mutual agreement of the Law Enforcement Agency and the Senior Director – Safety and Security of OCPS.
4. Each SRO work year will follow the schedule established by the School Board for 10-month teachers. An individual agency may enter into an agreement with OCPS for summer school assignment at a particular school as the need arises. Summer rates will be on a pro rata basis of the 10 month rate.
- A. The SRO shall make reasonable efforts to arrive at their assigned campus one half (½) hour before the school day begins and shall remain on campus one half (½) hour after the school day ends. This schedule may be altered if the SRO determines there is a need for the SRO to address an issue involving students in areas adjacent to the school. The SRO will make reasonable efforts to notify the school of the change.
 - B. The Law Enforcement Agency will only provide additional SRO services when the request is made by OCPS District Police. All such requests will be reviewed and approved by the Law Enforcement agency based upon staffing availability and internal agency policy.
 - C. The parties agree that representatives of OCPS District Police and from law enforcement management will hold a pre-school year planning meeting and a post school year debriefing meeting to address operational issues and concerns.
5. OCPS agrees to reimburse the Law Enforcement Agency at a rate of:
- A. \$36,602.50 per full-time officer for the 10-month school year at each middle school, high school and if applicable, K8 school; and

- B. \$9,150.63 per part-time officer for the 10-month school year at each elementary school and, if applicable, K8 school identified in **Exhibit "A"**.
6. SROs assigned to elementary schools shall, by mutual agreement, teach either the *MAGIC*, *Fantastic Foundations*, *Super Kids*, *D.A.R.E.* or the *Exploration of Public Service Occupations* (locally referred to as Law Awareness) curriculums, or any other curriculum that is mutually agreed to between the parties, as guest presenters in fifth grade classes and in other grades as agreed to between the parties.
- A. If a Law Enforcement Agency has a similar type of elementary school curriculum they would like to teach to the schools, a complete copy of the proposed curriculum and lesson plan will be submitted to OCPS District Police for approval.
 - B. Revisions to the elementary school law enforcement curriculum shall be submitted to OCPS District Police for district review and approval prior to being implemented.
7. SROs assigned to middle schools may, by mutual agreement, have a teaching assignment which consists of *Middle Magic*, *the G.R.E.A.T. (Gang Resistance Education and Training)*, *Super Teens*, *Exploration of Public Service Occupations*, *Cyber Safety*, or a combination of any of these classes/curriculums.
- A. If a Law Enforcement Agency has a similar type of middle school curriculum they would like to teach at schools, a complete copy of the proposed curriculum and lesson plan will be submitted to OCPS District Police for approval.
 - B. Revisions to the middle school law enforcement curriculum shall be submitted to OCPS District Police for district review and approval prior to being implemented.
8. SROs assigned to high schools may instruct specialized short-term programs by invitation of school administration or faculty member.
9. Any exceptions to the instructional responsibilities outlined herein must be mutually agreed upon by the appropriate designee from OCPS Curriculum Services, the appropriate designee from OCPS District Police, the appropriate school principal and the Law Enforcement Agency.
10. SROs shall be responsible for the following additional duties:
- A. Encouraging individual and small group discussion with students, faculty, and parents about matters related to law enforcement.
 - B. Making referrals to community agencies offering assistance to juveniles and their families, such as mental health clinics, drug treatment centers, etc. when the officer deems appropriate.
 - C. Assisting other law enforcement officers in matters relating to the SROs' school assignments.
 - D. Actively support the OCPS Early Truancy Intervention Program (ETI) under the direction of the school system and the State Attorney 9th Judicial Circuit of Florida.

- E. The Law Enforcement Agency will participate in active assailant drills conducted by OCPS and may participate in developing strategies to enhance the effectiveness of the drills.
 - F. The assigned SROs will be on the premises of the school as a uniformed presence while OCPS District Police conduct their weapons screening program. The weapons screening is solely the responsibility of OCPS and the SRO's will not participate in screening or searching any student, OCPS employee, or any other person as part of OCPS's screening program, unless the officer can articulate reasonable suspicion that the person is armed justifying a pat down or probable cause to search based upon the belief weapons or contraband are illegally possessed. Temporary re-assignment of SROs from other schools is permissible to ensure a uniformed presence during the screening process. OCPS must provide a minimum of two (2) business days' notice to the Law Enforcement Agency management staff.
 - G. If the Law Enforcement Agency cannot temporarily re-assign an SRO to another school for the weapons screening program, OCPS will decide if they want to operate the weapons screening with just the assigned SRO or if they want to pay the law enforcement agency for off-duty detail officers to be present.
 - H. Upon receiving a public records request from OCPS and as permitted by law, any reports or documentation created in the course of a criminal investigation shall be forwarded to the OCPS District Police for appropriate action and dissemination to the affected school as necessary.
11. The Law Enforcement Agency will submit a combined agency SRO activity log to OCPS District Police by the 15th day of the following month for any law enforcement actions taken by the SRO or other law enforcement officer on OCPS-owned properties. This activity log can be combined with any duty log created or already in place by an individual agency and shall include arrests and other law enforcement actions taken in lieu of arrests (i.e., civil citations, etc.).
 12. Law Enforcement agencies, within statutory and policy guidelines, shall share criminal information (to include specific incidents and trends), potential threats to the school, criminal gang activities, and other issues that could affect the safety of the school environment with the OCPS District Police.
 13. SROs should wear their department issued uniforms while working on campus and at school events, unless exempted by their immediate supervisor.
 14. SROs are under the direct supervision and control of the Law Enforcement Agency. They remain employees of the Law Enforcement Agency and are responsible and accountable to the Law Enforcement Agency's chain of command. SROs will coordinate their SRO activities with the principals, the OCPS District Police and other appropriate staff members of their assigned schools.
 15. The SRO program in regards to OCPS represents a management function through OCPS District Police. All concerns and conflicts regarding SROs and OCPS schools will be administered through the OCPS Senior Director – Safety and Security and the appropriate designee from the Law Enforcement Agency unless otherwise prohibited by law or agency policy.

16. The SRO will, in a reasonable and practical time frame and within statutory and agency guidelines, communicate any law enforcement action the SRO takes on campus with the principal or his/her designee. The SRO shall inform the principal or his/her designee prior to removing any student from class to conduct custodial interrogations. Any student information provided to the SRO or Law Enforcement Agency by OCPS shall be subject to student privacy laws.
17. School administration shall advise the SRO, or if the SRO is not available, the Law Enforcement Agency, of any incidents which a reasonable person would believe to be is criminal activity that occurs on school campus.
18. Behavior that could be defined as a "petty act of misconduct" under Florida Statute 1006.13(c) will be discussed by school administration and the SRO to determine if there is an appropriate student discipline remedy in lieu of criminal prosecution. If the parties agree that the offense should be handled by the school, the offense will be handled by OCPS. Notwithstanding the foregoing, nothing herein shall preclude the Law Enforcement Agency's discretion to conduct a criminal investigation.
19. If criminal activity is suspected, the primary investigative party will be the Law Enforcement Agency. The status and findings of the investigation, where permitted by Florida law and the law enforcement agency's policy, will be communicated with school administration. A school investigation may be done concurrently, but shall not interfere with law enforcement activities.
20. SROs shall not be assigned any duties regularly given to school personnel, such as lunchroom or hall duty. The SRO however, shall be visible in student populated areas before school, during class change, at lunch, and during dismissal when not involved in other Law Enforcement Duties. The SRO shall patrol the perimeter and external portion of the school when the SRO's schedule permits.
21. SROs are not school disciplinarians. The SRO will not transport suspended or disruptive students unless authorized by their supervisor. The parties shall cooperate in informing the student's parents in the event the student is being transported to another location.
22. SRO's are required to be absent from campus from time to time to attend training, due to illness, due to military obligations, to appear in court and to perform certain administrative functions required by their position with the Law Enforcement Agency. The SRO supervisor will approve all SRO absences from campus and notify the school administration and OCPS District Police in advance, when possible. The Law Enforcement Agency will make reasonable efforts to replace SROs who are absent, based upon available resources of the Law Enforcement Agency.
23. Should it become necessary to conduct formal law enforcement interviews on school grounds with students or staff, the SRO shall abide by applicable State law and the Law Enforcement Agency's policy and procedure. School Board personnel shall cooperate with those efforts.
24. Nothing herein shall be construed as imposing a legal duty for school and/or student security upon the Law Enforcement Agency. This Agreement shall not be construed as creating a special relationship between the Law Enforcement Agency and any person or entity.

25. Provided the Law Enforcement Agency is not in violation of any of the terms of this Agreement, payment shall be made in two equal installments with the first payment due on or before January 31, 2017, and the second installment due on or before June 30, 2017. The Law Enforcement Agency shall deliver an invoice to the School Board no later than December 16, 2016 for payment of the first installment and no later than June 9, 2017 for payment of the second installment.
26. Either party may terminate this Agreement without cause upon 30 days written notice to the other party. In the event of such a termination, the Law Enforcement Agency shall be paid on a pro rata basis for services rendered to the date of termination. Further, either party may immediately terminate this Agreement for cause upon giving written notice to the other party and a 30-day opportunity to cure any material default.
27. Neither party may assign this Agreement.
28. The terms and provisions of this Agreement constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No change, alteration, or modification of this Agreement shall be effective unless in writing and signed by both parties hereto.
29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising hereunder shall be Orange County, Florida.
30. It is understood and agreed to by the parties that at no time shall a law enforcement officer acting pursuant to this Agreement be an employee or agent of the School Board. The law enforcement officer shall always be and remain an employee of the Law Enforcement Agency when performing their function herein.
31. The parties agree that they will engage in meaningful, face to face negotiations beginning in January 2017 in preparation for the 2017-2018 school year, with the intent of having a finalized agreement on or about July 1, 2017. Each party will assign personnel to their respective team that have the ability to negotiate on behalf of their organization.
32. In the event OCPS enters into an agreement with another law enforcement agency, which contains terms more favorable to either party than those contained in this Agreement, the parties hereto agree to amend this Agreement to mirror all terms contained in the more favorable agreement.

Signatures on Following Page

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

CITY OF ORLANDO, FLORIDA

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

BY: _____
Mayor

BY: _____
William E. Sublette, Chairman

(Corporate Seal)

(Corporate Seal)

ATTEST:

BY:

City Clerk

Barbara M. Jenkins,
Superintendent

This document has been reviewed by the Office of the General Counsel on behalf of The School Board of Orange County, Florida, for its exclusive use and reliance, this _____ day of _____, 2016.

BY: _____
Eileen D. Fernandez, Associate General Counsel