

SCHOOL RESOURCE OFFICER
SCHOOL SAFETY PROGRAMS
FUNDING AGREEMENT
2020-2021

THIS AGREEMENT is entered into between the DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA ("BOARD") and CHRIS NOCCO, as Sheriff of Pasco County ("SHERIFF"), for the administration and funding of the School Resource Officer (SRO) and School Safety Programs.

ARTICLE I

- A. The BOARD and the SHERIFF agree that a law enforcement presence in the public schools of Pasco County is advantageous to all concerned.
- B. The BOARD receives state funding for programs such as the SRO and will use this funding to assist in supporting the existing program and any future expansion of services.
- C. The BOARD and the SHERIFF recognize that this Agreement provides the mechanism for the performance of their respective obligations under law, including the requirements of Florida Statutes Chapter 1006.

THEREFORE, the BOARD and SHERIFF have worked together to develop and fund school-related law enforcement programs in accordance with the following:

ARTICLE II

The commitments of the SHERIFF:

- A. School Safety Lieutenant: The SHERIFF will provide a qualified individual to act as School Safety Lieutenant. This individual will supervise the SROs, School Crossing Guards and the Traffic Control Officers.
 - 1. Statistical data collection and reporting: The School Safety Lieutenant will collect statistical data from PSO and other Municipal Police Departments providing SRO services on a monthly basis and report these to the Superintendent's Office. These statistics will consist of the following data points: physical arrests, notices to appear, cases referred (non-arrest) to the State Attorney's Office, Baker Acts, Trespass Warnings, Youth Diversion Referrals, and Civil Citations. These data points will be broken out by felony or misdemeanor levels, age, gender, ethnicity, and disability type with regard to the involved students.
 - 2. Threat management and response coordination: The School Safety Lieutenant will coordinate the investigation and response by PSO members related to any potential threats that may endanger students or school facilities and report the scope and status of those investigations to the appropriate members of the Superintendent's Staff. The School Safety Lieutenant will also be notified of threat related investigations and response by Municipal Police Departments contracted to provide SRO services and provide or coordinate any PSO resources deemed appropriate or requested.
- B. School Resource Officers: The SHERIFF will provide thirty-two (32) School Resource Officers who will work eight and one-half (8-1/2) hours for one hundred eighty (180) days or the

equivalent of one thousand five hundred thirty (1,530) hours per school year.

1. Assignment: The schools to be served will be coordinated with the BOARD. The SHERIFF will make the final decision as to selection and assignment of personnel.
2. Duties of the School Resource Officers: The following are some of the duties a SRO may be asked to perform:
 - a. Speak to classes on law enforcement, including search and seizure, criminal law, motor vehicle law, and other topics as requested.
 - b. Act as a resource person in the area of law enforcement education.
 - c. Provide information to students on law enforcement-related topics.
 - d. Make referrals to resources available in the community.
 - e. Promote crime prevention and community outreach opportunities with the campus community.
 - f. Perform routine law enforcement duties in accordance with state laws and as required by the Pasco Sheriff's Office General Orders.
 - g. Respond to any threat on the campus.
 - h. Work with students identified as chronic truants.
 - i. Provide counseling and intervention to at-risk students.
 - j. Coordinate investigations of bus stop incidents.
 - k. Provide training for BOARD personnel on procedures for the mandatory reporting of crimes as specified by law and other mutually beneficial topics.
 - l. Provide training for BOARD personnel on crisis plans/security measures.
 - m. Coordinate security for extra-curricular activities.
 - n. Provide for positive youth programs and student led groups on campus.
 - o. Consult with School Personnel regarding procedures for appropriate delinquent acts and crimes as required by 1006.13(4), Fla. Stat. (2019).
 - p. Work with school-based personnel to complete the annual law enforcement on-site evaluation associated with the Florida Safe Schools Assessment Tool (FFSAT).

C. Analytical Support, Intelligence Led-Policing (ILP) - The SHERIFF will provide analytical support to the School Resource Officers, the School Safety Director and Lieutenant, and the BOARD's Office for Student Support Programs and Services section (SSPS). The SHERIFF'S ILP Youth Services Analysts will fulfill this role and provide analytical products aimed at improving the overall safety of the students

and faculty at the public schools of Pasco County and assist in the identification of students who may be in need of services. The SHERIFF'S Real Time Crime Center (RTCC) analysts will provide actionable intelligence products in response to emergent threats and safety concerns in order to provide complete situational awareness of crime and potential threats to a campus. The operating premise is this: knowledge about the background of threats, or criminal activity in our schools will positively influence deputies' and incident commander's decisions and campus safety in real-time.

- D. The SHERIFF'S School Safety Lieutenant will work with the BOARD'S Director of School Safety to develop emergency operations plans and strategies for evaluating and maintaining a robust culture of school safety.
1. Security staffing,
 2. Emergency preparedness,
 3. Threat Assessment,
 4. Physical Security, and
 5. Intelligence and analytics
- E. The SHERIFF'S School Safety Lieutenant and ILP Analysts will work with the BOARD'S Director of School Safety and SSPS in providing for a timely and coordinated approach to evaluating and responding to students who are at-risk and/or pose a threat of violence to themselves or others. Some of these strategies include:
1. School Safety Lieutenant (and/or designees) participation with the school district's multidisciplinary threat assessment team.
 2. Assigning SROs to school based multidisciplinary threat assessment teams,
 3. Work with the BOARD'S Threat Assessment Coordinator to train law enforcement, and BOARD personnel on the Comprehensive Threat Assessment Guidelines (CSTAG).

ARTICLE III

The commitments of the BOARD:

- A. The BOARD will provide an office for the School Safety Lieutenant.
- B. The BOARD will provide each SRO the following materials and facilities:
1. Use of a private office which is air-conditioned and properly lighted and provides confidentiality for ongoing investigations.
 2. A location where files and records can be secured.
 3. A desk with drawers, a chair, work table, filing cabinets and office supplies (i.e., paper, pencils, pens).
 4. A telephone, computer and/or secretarial assistance.
- C. The SRO unit of the Pasco Sheriff's Office will be the "designated law enforcement unit" of the BOARD in accordance with the provisions of *Florida Statute* 1002.22 and the Federal Educational Rights and Privacy Act (34CFR99).
- D. The BOARD will share information and educational records to the extent allowed by law for the

purposes of maintaining safe schools.

- F. The BOARD school based administration shall consult with the Pasco Sheriff's Office, SRO on procedures for appropriate delinquent acts and crimes as required by 1006.13(4), Fla. Stat. (2019).

ARTICLE IV

FUNDING:

A. The SHERIFF will:

1. Provide 40% of the salary of the School Safety Lieutenant.
2. Provide 100% of the cost of all other supervisory personnel and support personnel assigned to the SRO Program.
3. Provide 100% of the cost for the School Crossing Guard Program.
4. Provide 100% of the cost for the Traffic Control Officers.
5. Use the monies provided by the BOARD exclusively for the purposes described in this Agreement.

B. The BOARD will:

1. Provide 60% of the salary of the School Safety Lieutenant.
2. Pay the SHERIFF the sum of Two Million, 374 Thousand, 051 Dollars and 97 Cents (\$2,374,051.97) a contribution for the services described for the fiscal year July 1, 2020, through June 30, 2021. Payment of these funds will be made in four installments. The first payment will be Five Hundred Ninety-Three Thousand, Five Hundred Thirteen Dollars (\$593,513) and is due on or before September 20, 2020, or within twenty (20) days of the date of final execution of this Agreement, whichever occurs later. The remaining three (3) payments will be Five Hundred Ninety-Three Thousand, Five Hundred Twelve Dollars and 99 Cents (\$593,512.99) due on December 30, 2020, March 31, 2021, and June 30, 2021.
3. Pay any hours worked in excess of eighty-five (85) per pay period by any school based SRO or Support SRO. This will be paid at the overtime rate.
4. In the event that some or all school sites are closed to students for extended periods as a result of Local, State, or Federal emergency orders, then the parties shall meet to negotiate the impact of such closing upon the total contract compensation.

C. Summer School: If SROs are needed for the summer, representatives of the BOARD and the SHERIFF will meet prior to the start of the summer session to determine:

1. The number of SROs needed for the summer session.
2. The schools to be covered and the schedule for each SRO including the hours to be worked.

3. The written agreement signed by the representative of the BOARD and the SHERIFF, which includes the total number of deputies needed *as well as* the hours required, will be provided to the PSO Fiscal Section to prepare an itemized bill.

The BOARD will send full payment within twenty (20) days of the start of summer school.

ARTICLE V

The SHERIFF and BOARD agree that SRO duty hours during the regular school year will be coordinated according to the following:

A. The SRO and their supervisor will work with the school principal to establish a mutually agreeable schedule for regular SRO duties:

1. The schedule will emphasize SRO presence during school hours and for special events as determined by the principal.

2. Regular duty hours may not exceed eighty-five (85) hours during any pay period unless the principal or designee has approved overtime pay.

B. Any personnel covered by this Agreement who work in excess of eighty-five (85) hours will be paid in accordance with the Fair Labor Standards Act (FLSA).

C. When a principal or their designee requests that any SRO work a school event which results in excess of eighty-five (85) hours, the following applies:

1. The hours worked will be documented on their time sheet.

2. The SRO will be compensated by the Board at the SRO's overtime rate of pay.

D. A school may enlist deputies from the extra-duty program in accordance with the terms of that program.

E. When an active investigation requires an SRO to work beyond regular duty hours, exceeding eight-five hours during a pay period, the deputy will be compensated by the BOARD at the SRO's overtime rate of pay.

F. The SHERIFF will provide an SRO(s) for security at the monthly District School Board Meetings at the request of the BOARD. If the security assignment requires an SRO(s) to work beyond regular duty hours, exceeding eight-five hours during a pay period, the SRO(s) will be compensated by the BOARD at the SRO's overtime rate of pay.

G. The BOARD may request the SHERIFF to provide a deputy(s) for the purposes of security as deemed necessary for any District School Board event. If the security assignment requires a deputy(s) to work beyond regular duty hours, exceeding eight-five hours during a pay period, the deputy(s) will be compensated by the BOARD at the SRO's overtime rate of pay.

H. SHERIFF: Confidentiality of Education Records. Notwithstanding any provision to the contrary within this Agreement and except only with regard to educational records to which it was granted access, SHERIFF shall:

- fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99); and any other state or federal law or regulation regarding their use and the confidentiality of student information and records;
- hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SCHOOL BOARD upon request;
- safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- utilize the education records solely for the purposes contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- notify SCHOOL BOARD Director of Technology and Information Services immediately upon discovery of a breach of confidentiality of education records by telephone at (813) 794-2416 and email the Director of Technology and Information Services, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- fully cooperate with appropriate SCHOOL BOARD staff, to resolve any privacy investigations and concerns in a timely manner;
- prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SCHOOL BOARD any direct costs incurred by SCHOOL BOARD for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- be responsible for any fines or penalties, including any assessed to the SCHOOL BOARD, for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- provide SCHOOL BOARD with the name and contact information of its employee who shall serve as SCHOOL BOARD's primary security contact and shall be available to assist SCHOOL BOARD in resolving obligations associated with a security breach of confidentiality of education records; and
- securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using DoD 5220.22-M data sanitization methods with multiple overwrites for platter drives and physical destruction, preferably shredding, of solid-state drives.

I. Ownership of Education Records. All education records shall remain the property of SCHOOL BOARD, and any party contracting with SCHOOL BOARD serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SCHOOL BOARD's request, return to SCHOOL BOARD or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SCHOOL BOARD with a written acknowledgment of said disposition.

J. Educational Records Indemnity. SHERIFF shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SCHOOL BOARD and its officers and employees for any violation of this section, including, without limitation, defending SCHOOL BOARD and its

officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SCHOOL BOARD, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SCHOOL BOARD arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

ARTICLE VI

The parties agree to cooperate in good faith in fulfilling the intent and terms of the Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the SUPERINTENDENT and SHERIFF, or their designees.

A. The School Safety Lieutenant or designee will review any complaint received about the performance of an SRO. If an inquiry is necessary, it will be conducted in accordance with Pasco Sheriff's Office General Orders.

B. A principal who is not satisfied with the result of the inquiry may write a memorandum stating the basis of the concerns which will be submitted to the SUPERINTENDENT and SHERIFF. After reviewing the memorandum, the SHERIFF and the SUPERINTENDENT, or their designees, will meet to resolve the situation.

ARTICLE VII

The parties understand and agree that the services outlined in this Agreement may have to be curtailed or suspended in certain situations as determined by the SHERIFF.

ARTICLE VIII

The SHERIFF will administer, control and direct the programs under this Agreement in cooperation with the BOARD. All personnel assigned under these programs remain employees of the SHERIFF.

ARTICLE IX

The BOARD agrees to indemnify and hold harmless the SHERIFF to the extent the SHERIFF incurs liability as a result of any negligence, violation of civil rights, intentional actions or other fault of the BOARD or its agents, servants or employees arising out of the performance of this Agreement.

The SHERIFF agrees to indemnify and hold harmless the BOARD to the extent the BOARD incurs liability as a result of any negligence, violation of civil rights intentional actions or other fault of the SHERIFF or his deputies or employees arising out of the performance of this Agreement.

Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of either of the Parties to the extent applicable under common law, or pursuant to §768.28, Fla. Stat. (2017). To the extent specifically authorized by §768.28, Fla. Stat., each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure

for indemnification (including, but not limited to, the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28 (5), Fla. Stat. (2017).

ARTICLE X

Changes in the terms of this Agreement must be in writing and will take effect only after approval by both parties.

ARTICLE XI

This Agreement will expire on June 30, 2020, and may be terminated by either party with ninety (90) days written notice.

This Agreement will take effect as soon as signed by the parties.

CHRIS NOCCO, SHERIFF OF
PASCO COUNTY, FLORIDA

DISTRICT SCHOOL BOARD OF
PASCO COUNTY

By: _____
School Board Chairperson

Date _____

Date _____

Kurt S. Browning, Superintendent

Date _____