

STAFF REPORT

TO:

Honorable Mayor and Town Council

FROM:

Chief Rick Thomas

DATE:

June 11, 2018

RE:

School Resource Officer-Lake Hills School

The Florida legislators enacted the School Public Safety Act after the Marjory Stone school shooting during the last legislative session. One part of the law gives the local school boards three options for security protection:

- Provide School Resource Officer (LEO employed by local law enforcement)
- Provide School Safety Officer (LEO employed by the Lake County School Board)
- Provide School Guardians (non-sworn employed by the Lake County School Board, accepted by the LCSO)

The Governor has provided a limited number of funding to all 67 counties to meet the requirements of the law. Lake County received \$1.4 million dollars to harden schools and provide school protection (Law Enforcement only). The Lake County School Board has opted to seek law enforcement personnel as their primary option. This decision was made after the Lake County Sheriff's Office quoted over \$7 million dollars to provide SRO's in every non charter Lake County School.

The School Superintendent, Mrs. Kornegay and I met and discussed the LCSB options. Mrs. Kornegay offered us \$40,000 dollars a year to employee a sworn officer for a 180 day work calendar. The school proposal is for the municipalities to share the cost of an officer with the LCSB. Since officers do not typically work only 180 days per

year, the agency would have some utilization during the remaining days outside of the 180 day school calendar.

Notes:

There are educational requirements for an SRO:

- 1) SRO Class- 40 hours
- 2) Crisis Intervention Training (CIT)- 40 hours
- 3) Mental Health training
- 4) Regular in-service training

Currently all the SRO classes are booked, but Lake County is offering additional training (not yet scheduled).

Attachments:

Excel Spreadsheet showing breakdown of employee costs Excel Spreadsheet showing breakdown of equipment costs Student Calendar: Lake Hills School Current Open Positions: 22 SRO's needed in Lake County (not including chart schools) Florida Statute Copy of existing LCSB SRO contract for your review

OPTIONS:

- 1) Accept the school boards offer for \$40,000 and budget additional funds to cover officer costs.
- 2) Counter offer the school board's offer (please see suggestion in Excel spreadsheet).
 - Propose that the LCSB pay employee starting salary, benefits, and retirement - \$51,800
 - HPD supply training, vehicle, equipment, etc. \$45,900
- 3) OPT not to participate- not recommended

Please note- option two is the most advantageous as it is an equal partnership that will not have a large impact on the current HPD budget, yet will provide us with extra officer hours to cover some of the current costs associated with reserve officers/coverage.

Discussion/Questions

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Based on 2236 hours

Base salary \$38,486,40 FICA \$2,320,48 MED \$542.69 Est. Ins \$9,467.00 Est Total \$50,816.57 LCSB Offer \$40,000.00

\$83,500.00 \$50,816.57 \$32,683.43

LCSO US Diff.

Diff. \$10,816.57

Estimated: Uniforms Vest Duty Equipment Weapon Taser SRO Class Lability Ins. Vehicle	\$600.00 \$600.00 \$500.00 \$500.00 \$1,200.00 \$1,500.00 Unk. \$40,000.00	3 required
Vehicle Ins.	\$1,000.00	
	\$45,900.00	

Board Approved December 11, 2017 Revised: March 12, 2018

LAKE COUNTY SCHOOLS 2018-2019 STUDENT CALENDAR (180 DAYS)

AUGUST	August 13	First Day of Classes (Monday) First Grading Period Begins (Monday)	15 days	
SEPTEMBER	September 3	Labor Day / Student Holiday (Monday)	19 days	
OCTOBER	October 12 October 15	End of First Grading Period (Friday) Non-Student Day / Teacher Work Day (Monday)	10 days Total	44 Days
	October 16	Classes Resume (Tuesday) Second Grading Period Begins (Tuesday)	12 days	
VOVEMBER	November 19-23	Thanksgiving Holiday / Student Holiday (Monday - Friday)	17 days	
DECEMBER	December 20 December 21 December 21-31	End of Second Grading Period (Thursday) Non-Student Day / Teacher Work Day (Friday) Winter Break	14 days Total	43 Days
JANUARY	January 1-2 January 3	Winter Break Classes Resume (Thursday) Third Grading Period Begins (Thursday)	20 days	
	January 21	Martin Luther King, Jr. Day / Student Holiday (Monday)		9.
EBRUARY	February 18	Presidents' Day / Student Holiday (Monday)	19 days	
	March 14 March 15 March 18-22	End of Third Grading Period (Thursday) Non-Student Day / Teacher Work Day (Friday) Spring Break (Monday-Friday)	10 days Total	49 Days
	March 25	Classes Resume (Monday) Fourth Grading Period Begins (Monday)	5 days	
PRIL	April 19	Non-Student Day (Friday)	21 days	
MAY	May 24	Last Day of Classes (Friday) End of Fourth Grading Period (Friday)	18 days Total	44 Days
student Days st Nine Weeks nd Nine Weeks rd Nine Weeks th Nine Weeks	s - 43 - 49	Storms Make-up Days will be determined as needed.		180 Days

Board Workshop May 21, 2018

Option 2:

Hire school resource officers through a cooperative agreement with local law enforcement agencies. Must be certified law enforcement officers who are employed by a law enforcement agency responsible to the law enforcement agency in all matters relating to employment, subject to agreements with the school board and the law enforcement agency.

Total Categorical Funding of - \$1,528,847 - Provided within the FEFP for the purpose of new resource officers only. \$192,634 to charters = \$1,336,213 available for SROs

Estimated cost per officer: \$34,000 = \$748,000

Police Department (City)	Schools
Lady Lake	
Fruitland Park	Villages Elementary at Lady Lake
Leesburg	Fruitland Park Elementary
	Rimes' ELC
	Beverly Shores Elementary
Clermont	Leesburg Elementary
	Clermont Elementary
	Cypress Ridge Elementary
Groveland	Lost Lake Elementary
Howey in the Hills	Groveland Elementary
Astatula Astatula	Lake Hills School
Tavares	Astatula Elementary
	1avares Elementary
Mount Dora	Triangle Elementary
Fustis	Sorrento Flementary
	Eustis Elementary
Umatilla	Eustis Heights Flemens
County	Ginatitia Elementary
	Seminole Springs Florings
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The 2018 Florida Statutes

Title XLVIII
K-20 EDUCATION CODE

<u>Chapter 1006</u> SUPPORT FOR LEARNING

View Entire Chapter

¹1006.12 Safe-school officers at each public school.—For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing any combination of the following options which best meets the needs of the school district:

- (1) Establish school resource officer programs, through a cooperative agreement with law enforcement agencies.
- (a) School resource officers shall undergo criminal background checks, drug testing, and a psychological evaluation and be certified law enforcement officers, as defined in s. 943.10(1), who are employed by a law enforcement agency as defined in s. 943.10(4). The powers and duties of a law enforcement officer shall continue throughout the employee's tenure as a school resource officer.
- (b) School resource officers shall abide by district school board policies and shall consult with and coordinate activities through the school principal, but shall be responsible to the law enforcement agency in all matters relating to employment, subject to agreements between a district school board and a law enforcement agency. Activities conducted by the school resource officer which are part of the regular instructional program of the school shall be under the direction of the school principal.
- (c) Complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training shall improve officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.
- (2) Commission one or more school safety officers for the protection and safety of school personnel, property, and students within the school district. The district school superintendent may recommend, and the district school board may appoint, one or more school safety officers.
- (a) School safety officers shall undergo criminal background checks, drug testing, and a psychological evaluation and be law enforcement officers, as defined in s. 943.10(1), certified under the provisions of chapter 943 and employed by either a law enforcement agency or by the district school board. If the officer is employed by the district school board, the district school board is the employing agency for purposes of chapter 943, and must comply with the provisions of that chapter.
- (b) A school safety officer has and shall exercise the power to make arrests for violations of law on district school board property and to arrest persons, whether on or off such property, who violate any law on such property under the same conditions that deputy sheriffs are authorized to make arrests. A school safety officer has the authority to carry weapons when performing his or her official duties.
- (c) A district school board may enter into mutual aid agreements with one or more law enforcement agencies as provided in chapter 23. A school safety officer's salary may be paid jointly by the district school board and the law enforcement agency, as mutually agreed to.
- (3) At the school district's discretion, participate in the $\frac{2}{2}$ Coach Aaron Feis Guardian Program if such program is established pursuant to s. $\frac{30.15}{2}$, to meet the requirement of establishing a safe-
- (4) Any information that would identify whether a particular individual has been appointed as a safe-school officer pursuant to this section held by a law enforcement agency, school district, or

SCHOOL SCHOOL TRAINING MENTAL HEALTH

charter school is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This subsection is subject to the Open Government Sunset Review Act in accordance with s. $\underline{119.15}$ and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.

History.-s. 282, ch. 2002-387; s. 3, ch. 2018-1; ss. 6, 26, ch. 2018-3.

Note.—Section 3, ch. 2018-1, added subsection (4) to s. 1006.12 as it was amended by s. 26, ch. 2018-3, but failed to publish the introductory paragraph to the section as added by s. 26, ch. 2018-3. Absent affirmative legislative intent to repeal it, the introductory paragraph is published here, pending clarification by the Legislature.

Note.—Section 6, ch. 2018-3, instructs the Division of Law Revision and Information "to change references from 'school marshal program' to 'Coach Aaron Feis Guardian Program' and references from 'school marshal' to 'school guardian' wherever those terms appear in this act."

AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, AND THE CITY OF MOUNT DORA, FLORIDA, FOR SCHOOL RESOURCE OFFICER PROGRAM

This AGREEMENT is entered into by and between the City of Mount Dora, Florida, a Florida municipal corporation, hereinafter referred to as "LAW ENFORCEMENT AGENCY" and the School Board of Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "SCHOOL BOARD".

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking School Resource Officers (SROs) for a designated middle school and high school to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place a Mount Dora Police Officer at a designated middle school and high school for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide two (2) sworn Mount Dora Police Officers who are certified pursuant to Section 943.10(1) Florida Statutes to the SCHOOL BOARD to act as SROs at the designated middle and high school under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next two school years, starting with the 2017-2018 school year beginning the 10th day of August, 2017 through the 24th day of May, 2019.

- 2. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO to a designated middle school and high school. The SROs shall interact with students and provide security at the designated middle and high school. In addition, the SROs shall have the duties and responsibilities listed in Exhibit "A" attached hereto.
- Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, Florida Statutes, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. The LAW ENFORCEMENT AGENCY to the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.
 - 4. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine

which SROs will be assigned under this Agreement and will also determine the particular school to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principal of the designated middle school and high schools.

5. <u>Dismissal and Replacement of the SRO</u>.

A. By the LAW ENFORCEMENT AGENCY: The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO. Such replacement shall be assigned within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment of the current SRO. The LAW ENFORCEMENT AGENCY agrees to assign a permanent replacement as soon as practical.

B. By Superintendent: In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Superintendent's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall

review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

- 6. Hours of Assignment. The SROs will be stationed at a designated middle and high school for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.
- 7. Additional Hours of Assignment. Additional hours of assignment during a two-week pay period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.
- 8. Off Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.
- 9. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the designated middle school and high school to respond

to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

- assigned shall remain City employees under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY and the City. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.
- 11. <u>Salary and Benefits.</u> The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.
- 12. <u>Vehicle</u>. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.
- 13. Compensation. The SCHOOL BOARD will pay the CITY OF MOUNT DORA the total sum of One Hundred Forty Thousand Two Hundred Fifty One Dollars and Four Cents (\$140,251.04) for services of the two (2) SROs provided pursuant to this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the CITY OF MOUNT DORA in equal quarterly installments (September, November, February, and May of each year) commencing on the 1st day of September, 2017. Invoices shall be paid by the SCHOOL BOARD

within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the CITY OF MOUNT DORA agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

14. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD: Superintendent of Schools

School Board of Lake County 201 West Burleigh Boulevard

Tavares, FL 32778

LAW

Chief of Police

ENFORCEMENT

Mount Dora Police Department

AGENCY: 1300 N. Donnelly Street Mount Dora, FL 32757

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

15. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto. An execution after the start date shall be effective nunc pro tunc to this day of _____,

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2017.	
IN WITNESS WHEREOF, this Agreement h	has been executed by and on behalf of the School
	of Mount Dora on this day of May, 2017.
Attest: Windownery By: Approved: School Board Attorney	THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA By: Manch Doed, Chairperson Date: 5/22/17
	CITY OF MOUNT DORA, FLORIDA
Attest:	
Gwen Keough-Johns, City Clerk	By: Nick Girone, Mayor
Approved:	
Jennifer Cockcroft, City Attorney	

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

- 1. Each SRO shall at all times perform his/her duties in accordance with Mount Dora Police Department's standard operating procedures.
- 2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
- The SROs shall also assist in the orderly flow of traffic on school grounds.
- 4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Mount Dora Police Officers while assigned to the SRO program.
- 5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
- 6. Each SRO shall be at his/her school during normal school hours of operation. During times that the SROs are unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor.
- 7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his designee shall advise the Officers' supervisor of the school's calendar.
- 8. The SROs may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.

- All student record information will be maintained in accordance with the provisions of Florida Statutes.
- 10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
- 11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designed school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 5 of this Exhibit A.
- 12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.
- 13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.
- 14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.
- 15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.
- 16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

- 17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.
- 18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs 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 SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.
- 19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.
- 20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safe Schools Department of the SCHOOL BOARD.
- 21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.
- 22. The SROs shall work with the school administration when determining whether an arrest should be made or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with

the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

- 23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.
- 24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.