

**NASSAU COUNTY SHERIFF'S OFFICE**  
**SCHOOL RESOURCE OFFICERS CONTRACT**

This Nassau County Sheriff's Office School Resource Officers Contract (hereafter "Agreement"), which becomes effective upon full execution by the parties (hereafter "Effective Date"), is made and entered into, by and between the **SHERIFF OF NASSAU COUNTY, FLORIDA**, a constitutional officer of the State of Florida, located at 77151 Citizens Circle, Yulee, Florida 32097, (hereinafter "Sheriff"), the **NASSAU COUNTY DISTRICT SCHOOLS**, a school District established pursuant to Chapter 1001, Florida Statutes, located at 1201 Atlantic Avenue, Fernandina Beach, FL 32034 (hereafter "District"), and **NASSAU COUNTY, FLORIDA** a political subdivision of the State of Florida, located at 96135 Nassau Place, Suite 1, Yulee, Florida, (hereinafter "County").

**WHEREAS**, the parties desire to continue the performance of law enforcement functions provided at Nassau County schools by School Resource Officers ("SROs") in an effort to promote relations between students, parents, educators and law enforcement personnel, to deter crime on or around school premises by the presence of law enforcement officers, to increase safety and security of students and personnel at school facilities through law enforcement presence on campus, and to enforce local and State laws on school property;

**WHEREAS**, the Sheriff is agreeable to provide five (5) permanent SRO positions, each assigned to a high school or middle school campus, to perform the duties and responsibilities of School Resource Officers at Yulee area schools, Hilliard area schools, and Callahan area schools;

**WHEREAS**, the Sheriff is agreeable to provide eight (8) temporary SROs, each assigned to an elementary or primary school campus, to perform the duties and responsibilities of School Resource Officers at Yulee area schools, Hilliard area schools, Bryceville, and Callahan area schools, pursuant to the Marjory Stoneman Douglas High School Public Safety Act (Chapter 2018-3, Laws of Florida) and until such time as the District can hire School Safety Officers or personnel trained and appointed under the Coach Aaron Feis Guardian Program to staff these temporary positions;

**WHEREAS**, the District is agreeable to compensate the Sheriff and County for the services of the School Resource Officers during the instructional school year;

**WHEREAS**, the County is agreeable to receive compensation from the School Board for the services provided to the School Board by the Sheriff; and

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the parties agree to the following:

1. **PROVISION OF DEPUTIES BY SHERIFF.** Upon execution of this Agreement, Sheriff agrees to provide, train, supervise, and assign SROs as further outlined in this Paragraph. Throughout this Agreement, the provision of SROs by Sheriff shall be known as the “SRO Program.”
  - a. The Sheriff agrees to continue to provide to the District five (5) permanent SRO positions, each to be assigned to a middle school or high school in Hilliard, Callahan, and Yulee, who meet the Sheriff’s SRO position description attached hereto as Exhibit “A.” The Sheriff’s SRO position description is subject to revision by the Sheriff from time to time in the Sheriff’s sole discretion. A copy of the Sheriff’s SRO position description will be provided to the parties whenever updated.
  - b. The Sheriff agrees to temporarily provide to the District coverage of eight (8) additional School Resource Officer positions, each to be assigned to an elementary or primary school in Hilliard, Callahan, Bryceville, and Yulee. These eight (8) temporary School Resource Officer positions shall be provided and assigned to a school only until such time as the District is able to assign to that school a qualified and fully trained School Safety Officer or School Guardian, and the number of temporary School Resource Officers to be provided hereunder shall be reduced accordingly.
  - c. Sheriff agrees to provide all SROs with necessary uniforms, equipment and transportation, and to provide opportunities for the deputies to acquire any mutually agreeable or necessary certification to maintain status in the Nassau County Sheriff’s Office or as a SRO.
  - d. SROs shall report for duty daily at each respective school at least one half hour before the normal instructional work day when students are present for education (hereafter “School Day”) and shall not complete their daily shift until at least one half hour after the School Day. The parties acknowledge, understand and agree SROs work an 8.5 hour day pursuant to NCSO policy, and all base salary pay as listed in Exhibit “B” reflects same.
  - e. SROs shall coordinate all appropriate SRO functions with the District’s supervising principal at each respective school while performing SRO duties on campus.
  - f. SROs will be required to perform the duties and functions set forth in the SRO position description attached hereto as Exhibit “A” and pursuant to Sheriff’s written policies and directives. At all times SROs are under the direct supervision of the

chain of command of the Sheriff. The District will have Sheriff's full cooperation to ensure that SROs will perform all duties consistent with training for SROs. Assigned SROs will not be assigned case-loads for follow up investigation (i.e. detective or Criminal Investigations Division work), unless the SRO is the initial deputy generating the case pursuant to performing duties as an SRO, or the case is related to District schools.

- g. SROs may participate in other District functions outside the scope of the duties and functions set forth in the SRO position description attached hereto as Exhibit "A" at the discretion of the individual SRO. In the event other activities are desired by the District on a routine or more recurring basis, the District's Safety Specialist may contact the NCSO Special Operations Sergeant or Lieutenant that supervises SROs to request the handling of these additional duties. District will have the Sheriff's cooperation to consider, and if possible to accommodate, District requests.
- h. SROs remain subject to immediate recall for law enforcement functions, emergencies, or disasters at the discretion of the Sheriff or designee. It is understood and agreed that all SROs are Nassau County Deputy Sheriffs and that during a declared state of emergency may be called into service to assist in such emergency. The parties understand and agree that such emergency service or duties may interrupt the assigned School Resource Officer's duties.
- i. In the event that an assigned SRO is unable to perform his or her duties, whether due to sickness or otherwise, the Sheriff agrees to provide another deputy sheriff who is not already assigned to another school to fill that vacancy until the assigned SRO returns. Compensation for any incurred overtime salary costs or benefits for this provision are addressed in Paragraph 2.
- j. The Sheriff and SROs provided by the Sheriff under this Agreement shall cooperate, communicate, and share information with the District's School Safety Specialist insofar as it pertains to issues related to school safety or the performance of services hereunder.

**2. SRO PROGRAM FUNDING AND COMPENSATION.** The parties agree to funding the SRO Program and to compensation for SROs as follows:

- a. Notwithstanding any other provision herein to the contrary, the District's obligation to reimburse the Sheriff or County in accordance with Paragraphs 2.b through 2.j. shall be strictly limited to reimbursement for salary and benefits costs for actual days worked by SROs during the regular, instructional School Day, for overtime salary and benefits costs for coverage of a permanent SROs as outlined in Paragraph

2.d, for coverage of other District functions or events as outlined in Paragraph 2.e, and for overtime for compliance with the Marjory Stoneman Douglas High School Public Safety Act as outlined in Paragraph 2.f, but shall not include any obligation to reimburse the Sheriff or County for any other costs associated with either the SRO Program or SROs such as, by way of example, vehicle costs, equipment, supplies, and training. Moreover, the District shall not be obligated to reimburse the County for any salary and benefit costs that it has already paid to, or that it owes to, the Sheriff, and the District shall not be obligated to reimburse the Sheriff for any salary and benefit costs that it has already paid to, or that it owes to, the County (i.e. double payment).

- b. The District agrees to compensate the Sheriff or the County, as further outlined below in this Paragraph, for the salary and benefits costs of actual days worked during the regular, instructional School Day, for the five permanent deputy sheriff SRO positions during the months SROs report for duty at a District School (including teacher pre-planning and post-planning if desired by the District). NCSO will submit a total of ten (10) monthly invoices (one for each month during the School Year) to the District by the 15th of each month during the School Year.
- c. The Sheriff will be responsible for all costs and benefits and overtime for SROs during the months SROs are not reporting to the District schools, and also during School Year holidays, as SROs are historically assigned to other law enforcement functions throughout Nassau County during those periods.
- d. Overtime Costs due to Sickness or Vacation Coverage of an SRO. In the event that any salary overtime costs and benefits that are incurred by Sheriff to provide coverage of SRO positions by requiring staffing through mandatory overtime of other deputy sheriffs from other assignments within the agency, District agrees to compensate Sheriff for these salary overtime and benefits costs. Actual salary overtime costs for the SRO coverage of SRO absence by other deputy sheriffs during the School Day will be itemized in the monthly invoices submitted to District. The District shall remit payment pursuant to Paragraph 2.j below.
- e. Overtime Costs due to SRO Coverage of Other District Functions Not Occurring During the School Day. The District hereby agrees to compensate the Sheriff for actual salary overtime costs and benefits for hours worked by School Resource Officer for all District events not occurring during the normal instructional School Day when students are present for education (e.g. sports events, fairs, competition, meetings, etc.). Actual salary overtime costs for the SRO coverage of these District events outside the School Day will be itemized in the monthly invoices submitted to District. The District shall remit payment pursuant to Paragraph 2.j below.

- f. Overtime Costs due to Coverage of SSO or Guardian Vacancies: In the event that any salary overtime costs are incurred by Sheriff to provide coverage of the eight (8) temporary SROs as outlined in Paragraph 1.b of this Agreement, by staffing these vacancies with mandatory overtime of other deputy sheriff's from other assignments within the agency, the District agrees to compensate the Sheriff for these salary overtime and benefits costs. Actual salary overtime and benefits costs for coverage of these vacancies will be itemized in the monthly invoices submitted to District until the positions are filled by District staffing. The District shall remit payment pursuant to Paragraph 2.j below.
- g. Current benefits include: FICA, Medicare and retirement. A salary and benefit schedule is attached to this Agreement as Exhibit "B," and an updated salary and benefit schedule will be sent to the School Board annually by October 1 as part of this Agreement.
- h. The County herein agrees to continue to fund the Sheriff's budget requests for all salary and benefits costs associated with the provision of five (5) permanent SROs to District and for all other SRO Program costs, including but not limited to, training costs, vehicle purchases and maintenance costs, and all costs associated with the purchase and maintenance of law enforcement equipment, including but not limited to, uniforms, ballistic vests, communications systems and equipment, firearms, computers and information technology equipment. The Sheriff will include these costs in Sheriff's annual budget submission for each fiscal year.
- i. The County herein agrees to either be reimbursed by the District for salary and benefits costs associated with the provision of the five (5) permanent SROs to District, or to apply a credit or release or satisfaction to the District's obligation to repay County by a separate, mutual written agreement between the County and the District. Nothing in this Paragraph shall void or be construed as contradictory to Paragraph 2. h. above.
- j. For all obligations to pay overtime salary and benefits costs arising under this Agreement (that are not contained in the Sheriff's budget as funded by the County), the District shall either: (1) remit payment to the Sheriff directly within 30 days from the date the Sheriff submits an invoice to the District for payment, or (2) by separate, mutual written agreement between the County and District have the these overtime salary and benefits costs applied as a credit, release, or satisfaction to any money or compensation owed to the District by the County. In the event Option 2 of this Paragraph is exercised by separate, mutual, written agreement between the District and County, the County expressly agrees to remit payment to the Sheriff in the amount of the overtime salary and benefits costs invoiced to District within 30

days from submission of any invoice to the District. All parties acknowledge, understand, and agree the Sheriff's ability to mandate overtime by deputy sheriffs is conditioned upon the timely payment to the Sheriff of these overtime salary and benefits costs by either the District or the County, depending on which option of this Paragraph the County and District mutually exercise. In the absence of a separate, mutual written agreement to the contrary between the District and County, Option (1) of this Paragraph will be the default and the District will make direct payments to the Sheriff for all overtime salary costs and benefits incurred pursuant to this Agreement.

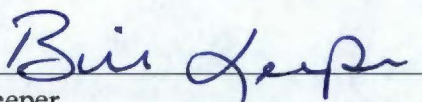
3. **Liability.** Each party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents. Nothing contained herein shall constitute a waiver by Sheriff, County or District or their agents, employees, or designees of sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in section 768.28, Florida Statutes.
4. **Entire Agreement and Prior Understandings.** This Agreement contains the entire memorialization of mutual assent between the parties and is intended as a final expression of the parties' agreement with respect to all terms included in this Agreement. This Agreement supersedes any and all prior agreements between the parties hereto concerning the subject matter of this Agreement, including but not limited to the Nassau County Sheriff's Officer School Resource Officers Contract executed by the parties in 2013, the First Amendment thereto executed by the parties in 2014, and the Second Amendment thereto executed by the parties in 2016.
5. **Construction and Application.** The section headings or titles in this Agreement are for convenience only and not a part hereof and shall have no effect upon the construction or interpretation of the Agreement. This Agreement shall not be construed against any party as the "drafter" of this Agreement, as the intent of the parties and resulting Agreement is a collaborative effort of all parties.
6. **Severability.** Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, the rest of the Agreement will remain in force.
7. **Amendment.** Any alterations, amendments, deletions, or waiver of any provisions of this Agreement shall be done in writing and signed by all parties. No alteration, amendment, deletion, or wavier of any provision shall become valid or effective until executed in conformity with this paragraph.

8. **Termination.** This Agreement may be terminated by any party upon ninety (90) days written notice to the other parties. Paragraph 3 of this Agreement, including but limited to, all obligations of liability and sovereign immunity shall survive termination.
  
9. **Term and Renewal:** The term of this Agreement begins upon the Effective Date and runs until September 30, 2019. The parties agree that any overtime salary and benefits costs incurred by Sheriff under Paragraphs 2.d, 2.e, and 2.f. are subject to this Agreement retroactively back to August 10, 2018 (the first day of the 2018/2019 School Year). This Agreement shall be automatically renewed for successive one year periods unless the Agreement is terminated by a party pursuant to the preceding paragraph.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN EXPRESSED.


ATTEST:

**NASSAU COUNTY SHERIFF'S OFFICE**

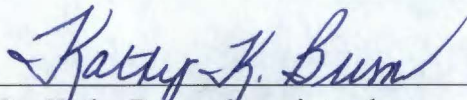
  
\_\_\_\_\_  
Bill Leeper  
Sheriff, Nassau County, Florida

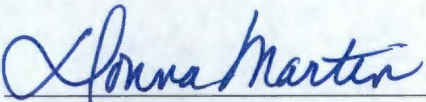
Date: 8-14-18

For the use and reliance of Bill Leeper, Sheriff, Nassau County, Florida, only approval as to form and legal sufficiency:

  
\_\_\_\_\_  
Bobby Lippelman  
General Counsel  
Nassau County Sheriff's Office

**NASSAU COUNTY SCHOOL BOARD**

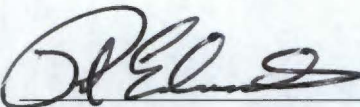
  
\_\_\_\_\_  
Dr. Kathy Burns, Superintendent  
Nassau County School Board

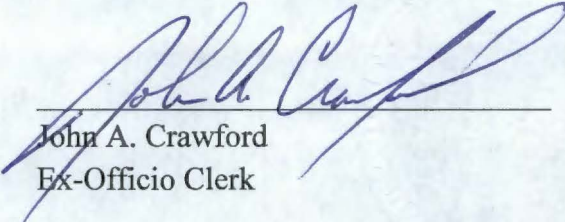
  
\_\_\_\_\_  
Donna Martin, Chairman  
Nassau County School Board

Date: 8/23/18

As authorized for execution by the Nassau County School Board at its meeting on this 23 day of August 2018.

**NASSAU BOARD OF COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
Pat Edwards, Chairman  
Nassau Board of County Commissioners

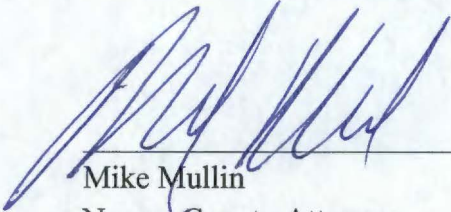
  
\_\_\_\_\_  
John A. Crawford  
Ex-Officio Clerk

Date: September 10, 2018

MES  
09-11-18

As authorized for execution by the Nassau Board of County Commissioners at its meeting on this 10th day of September 2018.

For the use and reliance of Nassau County, only approval as to form and legal sufficiency:

  
\_\_\_\_\_  
Mike Mullin  
Nassau County Attorney



## **EXHIBIT “A”**



# **Nassau County Sheriff's Office**

**Sheriff Bill Leeper**

## **Job Description: Deputy Sheriff – School Resource Officer**

**Effective Date: 01/08/2013**

**Last Revision:**

### **Position Concept:**

The School Resource Officer is a sworn, certified member who possesses all the requisite knowledge, skills and physical abilities incumbent upon the position of an entry level Deputy Sheriff. The School Resource Officer works in assigned schools, maintaining effective resources between school officials, students, parents and law enforcement officials. The member performs operations and public relation duties and tasks specific to the position. The most important and essential job function of the position is attitude which includes the following: interacting positively and cooperating with co-workers, responding politely to citizens and their immediate situations, working as a team member, functioning under intense time pressure and responding in a positive manner to supervision.

The School Resource Officer may perform other related duties and tasks, as required and shall have the physical, mental and emotional abilities to perform the essential job duties of the position.

### **Essential Functions:**

- Develop educational programs
- Attend disciplinary hearing / parent conference
- Conduct active patrol in assigned area
- Attend PTA meetings
- Respond to student unrest or riots
- Respond to bomb threats
- Investigate property crimes
- Conduct follow-up investigations
- Transport student or arrestee
- Maintain Dept-issued vehicle maintenance log
- Maintain issued equipment
- Actively participate in Nassau County Community-relations functions
- Prepare statistical reports / correspondence
- Prepare original and supplemental reports
- Attend social or athletic events
- Provide security for special functions
- Participate in emergency drills
- Conduct frisk or pat down search
- Search for evidence or suspect
- Respond to rescue situations
- Investigate juvenile abuse complaints
- Inspect and maintain patrol vehicle
- Maintain firearms and proficiency

***Note: The omission of a specific duty does not preclude management from assigning duties not listed herein if such duties are a logical assignment to the position.***

**Status:**     Civilian     Sworn     Certified     Non-Exempt

**Blood and Viral Pathogen Risk:**     Minimal Risk     Foreseeable Risk

**Job Description: Deputy Sheriff – School Resource Officer**

(continued...)

**Education, Professional Certification or License:**

- High School or GED
- Two (2) year degree from an accredited college or university with major course work in sociology, psychology, education or related fields preferred
- State of Florida, Basic Recruit Certificate of Compliance after completion of training in accordance with CJSTC or comparable out of state training
- Successfully complete FTO training
- Successfully complete 8-hour SRO training
- Successful maintenance of proficiency in mandatory in-service training as delineated in NCSO's Operational Directives
- Instructor's Technique Certification preferred
- Valid Florida Driver's License

**Professional Experience:**

- Prior law enforcement experience is preferred but not mandatory
- One (1) year Non-Probationary experience as a Deputy Sheriff with NCSO preferred

**Environmental Conditions:**

- Works under varying degrees of stress
- Works primarily in an office or classroom environment
- Requires some exposure to inclement weather
- May work closely to vehicular traffic flow
- Physical acts requiring strength and endurance may be required
- May involve exposure to dangerous or possible life threatening situations, events or persons
- May involve exposure to morbid crime scenes involving the human body
- May have to inflict bodily harm or kill another human being
- Works with a great deal of autonomy requiring discretion and field decision-making
- Works with a firearm, stun-gun and other required weapons
- Subject to call 24 hours a day

**Required Skills and Knowledge:**

**Knowledge of:**

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• NCSO's Operational Directives</li><li>• Criminal Justice System</li><li>• Officer safety techniques</li><li>• Geographical area characteristics</li><li>• Surfaces conducive to fingerprinting</li></ul> | <ul style="list-style-type: none"><li>• Florida State Statutes</li><li>• Crowd control techniques</li><li>• Building / area search techniques</li><li>• Fingerprinting techniques</li><li>• Radio codes, signals; Unit</li></ul> |
|--|--|
- identifications
- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• Appearance of fingerprints</li><li>• Evidence handling &amp; collection</li><li>• Illegal substance appearance</li></ul> | <ul style="list-style-type: none"><li>• Camera operation</li><li>• Types of evidence</li><li>• Narcotics field test procedures</li></ul> |
|--|--|

**Job Description: Deputy Sheriff – School Resource Officer**

(continued...)

**Required Skills and Knowledge:** (continued...)

**Knowledge of:**

- Effects of intoxicants / drugs
- Field sobriety testing
- “Special Function” requirements
- Support units available
- Firearm safety procedures
- Defensive techniques
- First Aid / CPR
- Emergency procedures
- Abnormal / mentally ill behavior
- Child abuse procedures
- Social and public assistance agencies
- Case Reporting Manual
- Issue weapon nomenclature
- Public safety concerns
- Human anatomy
- School Board policy

**Ability to:**

- Handle / remain calm under stress
- Speak, read and write English
- Conduct pat down, search (for officer’s safety)
- Recognize basic signs / causes of death
- Evaluate credibility and reliability
- Monitor radio traffic
- Operate a motor vehicle
- Identify makes and models of vehicles
- Operate camera; tape recorder; calculator
- Use approved defensive weapons
- Read gauges and odometers
- Follow commands
- Perform multiple tasks at once
- Detect / Identify suspicious activity
- Recognize danger or potential hazard
- Recognize informative placard or signs
- Operate public address system
- Perform minor vehicle maintenance
- Locate vehicle identification number
- Listen and understand
- Disassemble and reassemble firearm
- Read a map
- Draw diagrams
- Evaluate

**Skills:**

- Interpersonal
- Radio
- Teach
- Basic investigation
- Listen
- Interview
- Observation
- Basic crime scene processing
- Organizational
- Computer
- Keyboard
- Weapons proficiency
- Basic comprehension
- Counsel
- Basic mathematical
- Tactical communication
- Basic English grammar

**Physical Requirements:**

- Speak, read and write English understandably
- Accurately read, write and articulate numbers
- Ambulate independently
- Manual dexterity / physical agility
- Run / Jump / Climb / Crawl / Bend / Squat / Kneel / Reach
- Step up / down a 4 - 5 inch street curb
- See at normal level (or with accommodation)
- Hear at normal level (or with accommodation)
- Mental alertness
- Lift / carry / drag <175 lbs.
- Walk at a moderate / fast pace
  - Recognize colors
  - Sense of smell
- Stand for long periods
  - Sit for long periods
- Administer First Aid / CPR

***Reasonable accommodation(s) will be made for otherwise qualified individuals with a disability.***



## **EXHIBIT “B”**

**SRO PERMANENT POSITION SALARY INFORMATION**

<b>Emp #</b>	<b>STEP PAY</b>	<b>REGULAR HOURLY RATE</b>	<b>OT RATE</b>	<b>LOADED HOURLY RATE</b>	<b>LOADED OT RATE</b>
283	\$ 41,824.39	\$ 19.16	\$ 28.74	\$ 25.33	\$ 38.00
881	\$ 50,958.95	\$ 23.34	\$ 35.01	\$ 30.85	\$ 46.28
1198	\$ 41,824.39	\$ 19.16	\$ 28.74	\$ 25.33	\$ 38.00
1229	\$ 41,824.39	\$ 19.16	\$ 28.74	\$ 25.33	\$ 38.00
1265	\$ 40,804.28	\$ 18.69	\$ 28.04	\$ 24.71	\$ 37.06

<b>Emp #</b>	<b>STEP PAY</b>	<b>FICA</b>	<b>MED</b>	<b>RET</b>	<b>TOTAL</b>
283	\$ 41,845.44	\$ 2,594.42	\$ 606.76	\$ 10,252.14	\$ 55,298.76
881	\$ 50,974.56	\$ 3,160.43	\$ 739.14	\$ 12,488.77	\$ 67,362.90
1198	\$ 41,845.44	\$ 2,594.42	\$ 606.76	\$ 10,252.14	\$ 55,298.76
1229	\$ 41,845.44	\$ 2,594.42	\$ 606.76	\$ 10,252.14	\$ 55,298.76
1265	\$ 40,818.96	\$ 2,530.78	\$ 591.88	\$ 10,000.65	\$ 53,942.27