IDEA Florida
Board Action Item
May 28, 2021

Subject: Selection of School Safety Officers for IDEA Hope and IDEA Victory and MOU with HCSD

Proposed Board Action: For Approval

Executive Summary:

Section 1006.12, Florida Statutes, requires every public school, including public charter schools, to partner with law-enforcement agencies or security agencies to ensure that every campus has one or more safe-school officers. A public charter school has the option of using a School Resource Officer (SRO), School Safety Officer (SSO), School Guardian, or School Security Guard.

This action will formalize the selection of IDEA Florida to contract with the Hillsborough County School District to provide a Safe School Officer at IDEA Hope and IDEA Victory for the 2021-22 school year. The cost for the SSO is a base amount of $50,000 per campus for the 2021-22 school year. This will include coverage for all scheduled school days during the normal school year.

Supporting Documentation: Draft MOU, Selection Forms

Presenter: Melissa Huffman, Regional Director of Operations, IDEA Tampa Bay

School Board
Lynn L. Gray, Chair
Stacy A. Hahn, Ph.D., Vice Chair
Nadia T. Combs
Karen Perez
Melissa Snively
Jessica Vaughn
Henry "Shake" Washington

Hillsborough County
PUBLIC SCHOOLS
Preparing Students for Life

Superintendent of Schools
Addison Davis

Chief of Innovation
Van Ayres

Supervisor, Charter Schools
Cinzia DeLange, Ed.D

Marjory Stoneman Douglas High School Public Safety Act
School Security

The Marjory Stoneman Douglas High School Public Safety Act (Florida Laws Chapter 2018-2 (Senate Bill 7026)) (The MSD Public Safety Act) amended section 1006.12, Florida Statutes for the establishment or assignment of one or more safe-school officers at each school facility in the District during the 2019 legislative session.

Per section 1002.33, Florida Statutes, Charter Schools are public schools and, as such, have a requirement to "meet all applicable state and local health, safety, and civil rights requirements." Section 1002.33(9)(e), Florida Statutes. Accordingly, Charter Schools are responsible for complying with the safety requirements imposed pursuant to Fla. Stat. §1006.12.

Section 1006.12 provides that the District may implement any combination of the options laid out in subsections (1) – (4) to meet the needs of the school district and charter schools. Charter schools have four options:

1. School Resource Officers (SRO)
2. School Safety Officer (SSO)
3. School Guardian
4. School Security Guard

*Please see memo for full descriptions.

Complete the information below as to what choice your school will implement.

Date: ___May 6, 2021_____

IDEA Hope Academy and College Prep
_____ (School Name) chooses to:

_____1. School Resource Officers (SRO)

_____X_____2. School Safety Officer (SSO)

_____3. School Guardian

_____4. School Security Guard

Name of Principal (Please Print) Emily Carlisle Signature of Principal _____

Name of Board Chair (Please Print) Lizzette Gonzalez Reynolds Signature of Board Chair _____

Due Date: May 14, 2021 via Charters.Link

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2. School Safety Officer (SSO)
3. School Guardian
4. School Security Guard

*Please see memo for full descriptions.

Complete the information below as to what choice your school will implement.

Date: ___May 6, 2021_____

IDEA Victory Academy and College Prep
_____ (School Name) chooses to:

_____1. School Resource Officers (SRO)

_____X_____2. School Safety Officer (SSO)

_____3. School Guardian

_____4. School Security Guard

Name of Principal (Please Print) Kendrah Underwood Signature of Principal Kendrah Underwood

Name of Board Chair (Please Print) Lizzette Gonzalez Reynolds Signature of Board Chair _____

Due Date: May 14, 2021 via Charters.Link

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, dated as of this 13th day of July, 2021 is made and entered into by and between IDEA FLORIDA, INC d/b/a/ IDEA HOPE, a charter school located in Hillsborough County Florida (hereinafter referred to as the "School") and THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA (hereinafter "BOARD").

WITNESSETH:

WHEREAS, Charter Schools, like other public schools throughout the state, are required to meet certain safety requirement contained in the 2018 The Marjory Stoneman Douglas High School Public Safety Act, Chapter 2018-3 as amended by Florida Laws Chapter 2019-22 ("MSDHS Act");

WHEREAS, to meet the requirements imposed by the MSDHS Act, and specifically the provisions of Fla. Stat. 1006.12, the Board has entered into agreements with local Law Enforcement Agencies ("LLEA");

WHEREAS, the School, as a charter school, has requested that the Board assist the School in complying with the terms of MSDHS Act, by assigning, pursuant to the terms hereof, a School Safety Officer (SSO) for the School pursuant to the terms of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Pursuant to this Agreement, the District agrees to assign the School an SSO during the regular instructional day, which shall engage in, among other actions, security, access control, and all other duties mandated by the Department of Education, pursuant to the MSDHS Act (collectively the "Services").

2. The Services provided by the SSO, pursuant to this Agreement, shall commence on August 10, 2021 and shall continue until June 30, 2022 (the "Term").

3. In exchange for the Board assigning an SSO to the School, the School agrees to compensate the District at the individual rate for each SSO utilized, which shall not exceed $50,000 for the regular school year. The District shall invoice the charter school monthly for all services provided during the preceding month, with such amount being payable upon receipt. Notwithstanding, in the event this Agreement is terminated prior to the end of the Term, the SSO's compensation for such month, shall be prorated for the number of days the SSO is authorized to participate in the Program.

4. In addition to the services provided in paragraph one (1) and reimbursed by the payment referenced in paragraph three (3), the School may request that the SSO provide additional services outside of the regular instructional day (i.e. overtime work). The School may request these additional services of the SSO but the District must approve the time and services to be provided. The School will then be invoiced at the overtime rate of the officer assigned and

will be billed via a separate line item in the monthly invoice provided to the School pursuant to paragraph three (3) above.

5. To the extent provided by law, the School agree to indemnify and hold harmless the District, as well as the District's respective agents and employees from and against all liabilities, claims, demands or actions at law and in equity including court costs and attorney's fees (at the trial and all appellate levels) that may hereafter or at any time be made or brought by anyone for the purpose of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in whole or in part by any negligent, wrongful or intentional act or omission of the School and/or its agents, employees or students, during the performance of this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity for state agencies as provided in Florida Statutes 768.28, an attempt to expand or enlarge the scope of the waiver of sovereign immunity, or consent by the Board to be sued by any third party for any cause or matter arising out of or related to this Agreement.

6. Any modification of the Agreement must be made in writing, executed in the same manner as the Agreement, and shall be attached to this Agreement. This agreement shall be in effect until canceled pursuant to the terms hereof.

7. Any and all notices required or permitted herein shall be deemed delivered when delivered personally or when received by registered or certified mail to:

If to SBHC: Superintendent
901 E. Kennedy Blvd.
Tampa, FL 33602

and

Chief, Security and Emergency Management
2920 N 40th St,
Tampa, FL 33605

If to School: IDEA Hope
5050 E. 10th Avenue
Tampa, FL 33619

8. No Party hereto may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without prior written consent of all other parties (not to be unreasonably withheld.)

9. This agreement constitutes the entire agreement among the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning the subject matter.

10. This Agreement has been entered into in the State of Florida and shall be governed by the State of Florida without regards to conflict of law rules. Venue for any dispute arising from this Agreement shall only be in Hillsborough County, Florida and the prevailing

Party of any litigation shall be entitled to recover its attorneys' fees and costs from the other party.

11. Other than as set forth in the School's Charter, the Parties agree that this agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties.

12. If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by any party to exercise a legal right under this agreement will be a waiver of that right.

13. Force majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, and both parties shall be relieved of their obligations hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) pandemic and (i) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within 15 days of the Force Majeure Event to the other party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Additionally, the Parties agree that the purpose of this agreement would be frustrated if a Force Majeure Event resulted in the closure of schools.

14. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA	IDEA HOPE
BY: _____ Lynn Gray Chair	BY: _____ Lizzette Reynolds Board Chair
DATE: _____	DATE: _____

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, dated as of this 13th day of July, 2021 is made and entered into by and between IDEA FLORIDA, INC d/b/a/ IDEA VICTORY, a charter school located in Hillsborough County Florida (hereinafter referred to as the "School") and THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA (hereinafter "BOARD").

WITNESSETH:

WHEREAS, Charter Schools, like other public schools throughout the state, are required to meet certain safety requirement contained in the 2018 The Marjory Stoneman Douglas High School Public Safety Act, Chapter 2018-3 as amended by Florida Laws Chapter 2019-22 ("MSDHS Act");

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If to SBHC: Superintendent
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and

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11612 N. Nebraska Avenue
Tampa, FL 33612

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9. This agreement constitutes the entire agreement among the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning the subject matter.

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BY: _____ Lynn Gray Chair	BY: _____ Lizzette Reynolds Board Chair
DATE: _____	DATE: _____