

**CLAY COUNTY SHERIFF'S OFFICE
CLAY COUNTY FLORIDA
SECONDARY EMPLOYMENT CONTRACT
LOCAL GOVERNMENTAL UNITS**

**The following is an agreement between the Clay County Sheriff's Office and
Clay County School Board**

GOVERNMENTAL UNIT

This agreement governs the hiring of off-duty deputy sheriffs by a unit of local government (hereinafter "secondary employer"). As part of this agreement, in addition to the duties requested by the secondary employer, the secondary employer acknowledges and authorizes deputy sheriffs of the Clay County Sheriff's Office to act as an agent for the governmental unit for the purpose of issuing trespass warnings, while employed in a secondary employment capacity.

It is agreed that any actions taken by a deputy sheriff engaged in secondary employment will be consistent with Florida Statutes Section 30.2905 and the Clay County Sheriff's Office General Orders and Standard Operating Procedures. The Clay County Sheriff's Office Secondary Employment Coordinator will determine the minimum number of deputy sheriffs required for a secondary employment detail, in order to ensure the safety of the deputy and to safely perform the requested duties.

I. WORKER'S COMPENSATION

The secondary employer is NOT required to provide worker's compensation coverage for a deputy sheriff engaging in secondary employment; as such coverage is provided by Clay County Board of County Commissioners.

II. BILLING AND PAYMENT

- A. The secondary employer will pay each deputy sheriff providing services directly at the rate of \$23.00 per hour. The minimum number of hours that can be contracted for is 3 hours.
- B. A secondary employer that employs deputy sheriffs on a permanent basis will also pay a monthly scheduling fee. This fee will be paid to an assigned scheduler and is based on total number of man hours scheduled per month. The fee for this detail is paid to the supervisor who is responsible for the scheduling and administrative matters related to this contract. This payment will be made each month directly to the scheduling supervisor. The scheduling supervisor for this agreement is Sgt. Mike Collins and Sgt. Darin Lee. The scheduler will be compensated at \$23.00 per hours based on the following formula. 6-25 hours-2 hours schedule fee, 26-75 hours-5 hours schedule fee, 76-150 hours 10 hours schedule fee, 151 or more hours 15 hours schedule fee. See scheduler assignment attachment. At the end of each month each scheduler will submit a report to the schools utilizing deputies for security. The report will detail the scheduled events

and the number of man hours assigned to the detail. Each school will be responsible for paying their scheduling fee. The secondary employer will be notified by the secondary employment coordinator if the scheduling supervisor changes.

III. CANCELLATION OF SERVICES

Secondary employer agrees that 24 hours notice is required to cancel requested services. Services cancelled less than 24 hours in advance will require a payment for three hour's service. Notice maybe provided by contacting the scheduling supervisor or, in his/her absence, the secondary employment coordinator. Cancellations must be made in writing on school letter head and delivered to the office of the Juvenile Crime Unit, 2300 Kingsley Ave, A wing, with in the (24) hour period. If circumstances exist where the CCSB can not deliver the notice, a school administrator or CCSB employee shall communicate directly with the scheduling law enforcement supervisor. The SRO assigned to the school will not be used for this notification.

IV. REQUEST FOR SECURITY SERVICES

A (36) hour notification for service must be made for security request. The request must be in writing and on official letter head. The request must be received in the office of the Juvenile Crime Unit with in the (36) hour notification time period for scheduling of services.

V. MANPOWER ALLOCATION

All varsity football games will require a (5) deputy minimum coverage, with the exception of Keystone Heights High School which will be covered with a (4) deputy minimum. The hours of duty will be from 6:45 p.m. to 10:45 p.m.

Basketball games will require a (2) deputy minimum. The hours of duty will be determined by the school liaison or administrator requesting coverage.

Security coverage/manpower allocation for events not mentioned will be decided by the school liaison or administrator and the Sheriff's Office supervisor assigned scheduling duties. Sporting events will be subject for review as for the minimum/maximum amount of coverage. This will be determined by the size of the event or past history of school rivalry. An event requiring (15) or more members at any one time will require the assignment of a supervisor of the rank of Sergeant or above. Any additional requirement of personnel above the designated number of (15) will require an additional supervisor in accordance with the Clay County Sheriff's Office policy requiring that no supervisor will command more than (15) personnel. Under these circumstances, when a supervisor is required for an assignment, the supervisor will be compensated at the rate of \$27.00 per hour.

VI. SCHOOL SPONSORED EVENTS DEFINED

After school activities is defined as football, baseball, basketball, wrestling, soccer, volleyball, softball, dances, festivals, pep rallies, parent faculty meetings, school board meetings, school board work shop meetings, security of school facilities during holidays, high school graduations or any function that is not part of the normal school day.

VII. PRIMARY DUTY AND OBLIGATION DURING EMERGENCIES

The secondary employer understands that deputies have a primary duty, obligation, and responsibility to the Clay County Sheriff's Office. Deputies are subject to call at any time for emergencies, special assignment, or overtime duty and no secondary employment will infringe on this obligation. In the event a deputy is called out from an event the scheduler will make every effort possible to replace the position if all possible.

VIII. DUTIES TO BE PERFORMED

It is agreed that the deputy/deputies hired will perform the following duties:

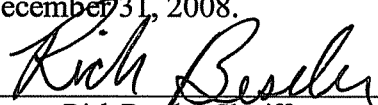
- Deputies will enforce the criminal laws of the State of Florida, and Clay County Ordinances.
- Direct traffic when needed.
- Remove persons from the property at the request of school officials and issue trespass warnings.
- Make physical checks of premises.

IX. DUTIES NOT RELATED TO LAW ENFORCEMENT FUNCTION

Deputies are prohibited from personally transporting or handling money. They will not be used as enforcers of the Student Code of Conduct or as ushers at events. They will only perform functions that are enforceable in State Statute or County Ordinances.

This contract is effective from April 1, 2008 through December 31, 2008.

Signature of Governmental Unit Representative



Rick Beseler, Sheriff

Date: _____

Date: 3-6-08

Name of Clay County Sheriff's Office Employee: _____

LT. RONNIE GANN

SECONDARY EMPLOYMENT SCHEDULER ASSIGNMENT

Sgt. Darin Lee
904-272-5318
Dlee@Claysheriff.com

High Schools

Keystone Heights High
Middleburg High
Clay High
Bannerman Learning Center

Junior High Schools

Green Cove Springs Junior
Wilkinson Junior
Lake Asbury Junior

Elementary Schools

Keystone Elementary
McRae Elementary
Middleburg Elementary
Lake Asbury Elementary
Wilkinson Elementary
Clay Hill Elementary
Doctors Inlet Elementary
Copper Gate Elementary
Montclair Elementary
W.E. Cherry Elementary
Shadow Lawn Elementary

Sgt. Mike Collins
904-272-5318
Mcollins@Claysheriff.com

High Schools

Fleming Island High
Ridgeview High
Orange Park High

Junior High Schools

Orange Park Junior
Lakeside Junior
Oak Leaf K-8

Elementary Schools

R.M. Paterson Elementary
Fleming Island Elementary
Thunderbolt Elementary
Ride Out Elementary
Ridgeview Elementary
Tynes Elementary
Swimming Pen Elementary
Lakeside Elementary
Argyle Elementary
S. Bryan Jennings Elementary

*** Sgt. Collins will schedule and supervise the Christmas Break security detail.**