

AGREEMENT BETWEEN

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
and
THE CITY OF NORTH PORT, FLORIDA
for
THE SCHOOL SAFETY PROGRAM

THIS AGREEMENT (hereinafter the "School Safety Program") is made and entered into by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, (hereinafter the "School Board") and THE CITY OF NORTH PORT, FLORIDA (hereinafter the "City of North Port").

I. Purpose

- A. The School Board and the City of North Port desire to comply with all requirements under the Marjory Stoneman Douglas Public Safety Act.
- B. A School Safety Program has been established for the public-school system of Sarasota County, Florida, as hereinafter described.
- C. The School Board and the City of North Port recognize the outstanding benefits of the School Safety Program to the citizens of North Port, Florida, and particularly to the students of the public-school system of Sarasota County, Florida.
- D. The School Board and the City of North Port desire to continue to provide law enforcement and related services to the public schools of Sarasota County.
- E. It is in the best interests of the School Board, the City of North Port, and the citizens of Sarasota County to establish this program.

II. Operation of School Safety Program

- A. The Chief of Police for the City of North Port ("Chief of Police") will exercise complete discretion in the execution and operation of the School Safety Program. All North Port Police Department employees of the School Safety Program report to and take direction from North Port Police Department personnel, not employees of the School District.
- B. The Chief of Police will take into account the preferences of the School Board, but shall have final say in the assignment of specific employees to specific schools pursuant to the procedures in Paragraphs VI and VII below.

C. The Chief of Police reserves the right to substitute officers in place of School Resource Officers (hereinafter “SROs”) when those SROs are attending training sessions or are temporarily needed for other North Port Police Department duties.

D. The Chief of Police shall operate the School Safety Program with North Port Police Department personnel as follows:

1. Supervisor: The Chief of Police shall assign one full-time supervisor (Sergeant) to oversee the School Safety Program (hereinafter “North Port Supervisor”).

2. School Resource Officers: The Chief of Police shall assign four full-time SROs to the below schools as follows (hereinafter “North Port SROs”):

Woodland Middle School (one SRO)
Heron Creek Middle School (one SRO)
North Port High School (two SROs)

E. Duties

1. Supervisor: The North Port Supervisor shall operate out of the North Port Police Department and shall oversee all North Port SROs in the School Safety Program and perform other assigned tasks including:

a. Assessing and managing campus safety; serving as a point of contact for the School Board and its designees; and providing supervision, leadership, training, and direction to all North Port SROs in the School Safety Program.

b. Performing scheduled and non-scheduled visits to participating schools.

c. Serving as a liaison to the Director of Safety, Security, and Emergency Management for the Sarasota County School District and other school district personnel.

d. Other tasks or duties related to the School Safety Program as assigned or directed by the Chief of Police.

2. SROs: North Port SROs shall operate on the assigned school campus and perform tasks as assigned or directed by the Chief of Police or the North Port Supervisor to include:

- a. Complying with all requirements under the Marjory Stoneman Douglas Public Safety Act.
- b. Participation on the Threat Assessment Team.
- c. Aiding in the development of plans and strategies to maximize safety and minimize risks or threats to campus safety.
- d. Collaborate with the school principal relating to safety issues regarding school activities and campus programs.
- e. When necessary, conducting formal law enforcement activities with the students such as investigations and interviews. Confidential information obtained pursuant to Chapter 39, Florida Statutes (proceedings relating to abuse, abandonment, or neglect of children) shall not be disclosed unless required by law, court order, or by the criteria set forth in the Juvenile Justice Information Sharing Agreement.
- f. Being available for conferences with students, parents, and faculty members in order to assist them with school safety and law enforcement-related issues.
- g. Providing referrals for students to local community resources and agencies that provide assistance to youths and their families such as mental health clinics and drug treatment centers.
- h. North Port SROs shall not act as a school disciplinarian. However, if the principal believes a school incident violates the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO shall not be used for regularly assigned lunchroom duties, hall monitors, bus duties, or other monitoring duties. If there is a problem in one of these areas, the SRO may assist the school until the problem is solved.
- i. Acting as an instructor for specialized, short-term programs at the middle and high schools, when invited to do so by the principal or member of the faculty.
- j. Being available to teach students a variety of law related presentations to include a Drug Education Program as a guest speaker. The principal or a member of the faculty shall make the request of the SRO.

- k. Developing expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the School Resource Officer, and the North Port Police Department's mission.
- l. Encouraging individual and small group discussions with students, based upon material presented in class to further establish rapport with the students.
- m. Assisting the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus or during school sponsored events.
- n. Other tasks or duties related to the School Safety Program as assigned or directed by the Chief of Police or North Port Supervisor.

F. Hours Worked

1. The North Port Supervisor and SROs must be full-time employees of the North Port Police Department.
2. During the school year, the North Port Supervisor and SROs must work full-time hours that are consistent with the School Board's school calendar, school hours, and that best meet the needs of the School Safety Program.
3. The Chief of Police may temporarily reassign the Supervisor and SROs during school holidays and vacations.
4. The School Board agrees to pay the City of North Port in accordance with the North Port Police Department's current established Special Detail procedures when, at the School Board's request, the North Port Supervisor or SROs work additional hours on campus for extracurricular purposes.

III. Rights and Duties of the School Board

- A. The School District Police Department Chief of Police shall be in the chain of command of the Superintendent and shall have no authority over North Port Police Department personnel, but may act as a liaison between the City of North Port's Chief of Police via the North Port Supervisor and the School District.
- B. The School Board shall provide to each North Port SRO the following materials and facilities, which are deemed necessary for the performance of the SROs duties:

1. Access to an air-conditioned and properly lit private office;
2. A secure location for files and records that can be properly locked and secured;
3. A desk with drawers, a chair, workspace, a filing cabinet, and office supplies; and
4. Access to a computer and/or secretarial assistance.

IV. Costs and Payment of the School Safety Program

A. Cost

The School Board agrees to pay a total of \$ 471,252.72 to compensate the City of North Port for the cost of the North Port Supervisor and SROs salaries, benefits, and training for the term of this Agreement.

B. Payment

The School Board shall pay to the City of North Port 12 equal monthly payments in the amount of \$ 39,271.06, made on or before the last day of each month, beginning July 31, 2018.

C. The cost and payment defined in this article shall not apply to services provided pursuant to Article II, Section F.4 or Article VIII. The School Board shall compensate the City of North Port as provided in those Articles.

V. Employment Status of School Safety Program Personnel

A. The Supervisor and SROs are employees of the City of North Port and are not employees of the School Board.

B. The parties acknowledge that the North Port Supervisor and SROs take direction from the Chief of Police for the City of North Port and are responsive to the North Port Police Department's chain of command.

VI. Appointment of School Resource Officers

A. The Superintendent and the North Port Police Department shall appoint two members each (one being the Chief of Police for the Sarasota County School District) to a School Resource Officer Personnel Board, which shall have as its sole function the recruitment, interviewing, and evaluation of SROs. The School

Resource Officer Personnel Board shall meet as necessary and shall conduct oral examinations of SRO applicants.

- B. SRO applicants must meet the following requirements:
 - 1. The applicant must be a sworn police officer with a preferred minimum of three (3) years of law enforcement service or experience and successfully completed the North Port Police Department's Field Training; and
 - 2. The SRO applicant, whenever possible, should at a minimum, possess at least an Associate of Arts or Science degree from an accredited college or the equivalent in credit hours. A Bachelor of Arts or Science degree is preferred.
- C. Among additional criteria for consideration by the School Resource Officer Personnel Board are job knowledge, experience, training, education, appearance, attitude, communications skills, and bearing.
- D. The names of any applicants receiving a favorable recommendation from the School Resource Officer Personnel Board (which recommendation shall follow only upon a majority vote of the School Resource Officer Personnel Board), shall be forwarded to the City of North Port's Chief of Police, who shall appoint SROs from the list of those recommended.
- E. Any North Port SRO may transfer to any school when a vacancy occurs provided:
 - 1. The principal at the school with the vacancy agrees with transfer;
 - 2. The North Port Supervisor agrees with transfer; and
 - 3. The City of North Port's Chief of Police approves the transfer.

VII. Dismissal of School Resource Officer; Replacement

- A. In the event the principal of the school to which the SRO is assigned believes that the particular SRO is not effectively performing the SRO's duties and responsibilities, the principal shall recommend to the Superintendent or designee in writing that the SRO be removed from the program at that school. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or designee shall advise the City of North Port Chief of Police or designee of the principal's request. The Superintendent or City of North Port's Chief of Police, or their designees, may attempt to mediate or resolve any problems that may exist.

If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved, or in the event mediation is not sought by the City of North Port's Chief of Police or Superintendent, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

- B. The Chief of Police may dismiss or reassign an SRO based upon City of North Port's rules, regulations, standard order procedures, or when it is in the best interest of the City or the School Board.
- C. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long term absences by an SRO, the City of North Port shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the School Resource Officer Personnel Board shall recommend a permanent replacement for the SRO position.
- D. Transfers will not be permitted during the school year, except under certain circumstances such as vacancies and promotions. SROs requesting a transfer to a new school should submit a request in writing. Transfers shall be subject to approval as described in Article VI, Section E.

VIII. Special Detail Officers

- A. If the School Board is in need of services at a campus which North Port SROs do not staff (*i.e.*, elementary schools), the School Board shall provide seven (7) calendar days' written notice to the Chief of Police for a special detail officer. The School Board agrees to pay the City of North Port in accordance with the North Port Police Department's current established Special Detail procedures.
- B. In the event the School Board fails to give notice as required above, the Chief of Police will work in good faith to try and fill the request. If the City of North Port fills a request made with less than seven (7) calendar days' notice, the School Board agrees to pay an overtime rate for the officer.
- C. Any request filled shall be for a minimum of three hours per officer. The School Board recognizes that the City of North Port may not be able to fulfill its request.

IX. Term and Termination of Agreement

- A. The term of this Agreement commences on July 1, 2018 and automatically terminates on June 30, 2019.
- B. Either party may terminate this Agreement without cause upon providing written notice sixty (60) days prior to termination.

C. Termination of this Agreement shall only be accomplished as provided herein. In the event this Agreement is terminated, compensation shall promptly be made to the City of North Port for all services performed to the date of termination.

X. Notices

A. Any and all notices or any other communication herein required or permitted shall be in writing and shall be served either personally, by email, or by certified mail. Any such notices shall be deemed to have been given upon delivery in the case of personal delivery; upon the first business day following facsimile receipt or email; or three business days after deposit in the United States Mail.

B. Notice shall be provided to:

Peter Lear, City Manager
City of North Port, Florida
4970 City Hall Boulevard
North Port, FL 34286
plear@cityofnorthport.com

Todd Bowden, Superintendent
The School Board of Sarasota County, Florida
1960 Landings Boulevard
Sarasota, FL 34231
todd.bowden@sarasotacountyschools.net

Copy to the Chair of the School Board

XI. Non-Assignment

A. This Agreement, and each and every covenant herein, shall not be assigned without the express written consent of the School Board and the City of North Port.

XII. Good Faith and Dispute Resolution

A. The School Board, the City of North Port, and their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement.

B. In the event of a dispute between the School Board and the City of North Port under this Agreement, the Superintendent and the City Manager or their designated representatives will attempt to resolve the dispute. This process shall

substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

XIII. Entire Agreement

- A. This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.
- B. This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

XIV. Governing Law and Venue

- A. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract.
- B. The exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract is the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.

XV. Non-Discrimination

The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized Officers.

SCHOOL BOARD OF SARASOTA COUNTY

CITY OF NORTH PORT, FLORIDA

Bridget Ziegler, Chair

Approved for Legal Content
July 13, 2018, by Matthews, Eastmoore,
Attorneys for The School Board of Sarasota County, Florida
Signed: ASH

Vanessa Carusone, Mayor

ATTEST:

Patsy C. Adkins, MMC, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

Amber L. Slayton, City Attorney