

AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
and
THE CITY OF SARASOTA, FLORIDA
for
THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, effective July 1, 2013, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, (hereinafter referred to as the “School Board”), and **CITY OF SARASOTA, FLORIDA** (hereinafter referred to as the “City of Sarasota”).

WITNESSETH:

- A. The School Board and City of Sarasota desire to continue to provide law enforcement and related community policing services to students attending Booker High School, Sarasota High School, and Brookside Middle School; and
- B. A School Resource Officer Program has been established for the public school system of Sarasota County, Florida, as hereinafter described; and
- C. The School Board and City of Sarasota recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Sarasota, Florida, and particularly to the students of Booker High School, Sarasota High School, and Brookside Middle School; and
- D. It is in the best interests of the School Board, City of Sarasota, and the citizens of Sarasota to maintain this program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the City of Sarasota hereby agree as follows:

ARTICLE I

A School Resource Officer Program is hereby established at the public school system of Sarasota County, Florida, for twelve months from July 1, 2013 – June 30, 2014.

ARTICLE II

Rights and Duties of the City of Sarasota

The City of Sarasota shall provide School Resource Officers (hereinafter referred to as

“SRO”) as follows:

A. Number of School Resource Officers

1. The City of Sarasota shall assign a total of three regularly employed police officers to be responsible for three schools, one officer assigned to Booker High School, one officer assigned to Sarasota High School, and one officer assigned to Brookside Middle School.

B. Regular Duty Hours of the School Resource Officer

1. Each SRO shall be assigned to their designated schools on a full-time basis and during those hours school is in regular session the SRO shall be on campus from 1/2 hour prior to the start of classes until 1/2 hour after classes are dismissed. During the daily tour of duty, the SRO may be off campus performing such tasks as may be required by the SRO’s assignments.

The SRO may be temporarily reassigned by the City of Sarasota during school holidays and vacations, and/or during the period of police emergency.

2. Regular working hours may be adjusted on a situational basis with the consent of the SRO supervisor. These adjustments should be approved prior to their being required and should be to cover any scheduled school related activity requiring the presence of a law enforcement officer.

SROs will be off campus for training required by the Police Department and for training that is mandated by the Florida Police Standards and Commissions.

C. Overtime Hours for School Resource Officers

1. Overtime hours for the SROs that are authorized and approved by the City of Sarasota shall be paid by the City of Sarasota in accordance with the City of Sarasota’s established overtime procedures.
2. An SRO who enters into a contractual agreement with the School Board for coaching duties, after school intramural programs or teaching shall be paid by the School Board in accordance with the School Board’s established procedures.
3. An SRO who is requested to work overtime hours at his/her respective campus by school administration for security, sporting events and other special projects shall be paid by the School Board in accordance with the current established City of Sarasota procedures.

D. Duties of School Resource Officers

1. Instructional responsibilities of the SROs at the schools:
 - a. The SRO shall act 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.
 - b. The SRO at the high schools shall be 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,
 - c. Any exceptions to the above must be mutually agreed upon by the City Manager of the City of Sarasota, the Superintendent of Schools and the individual school principal.
2. Additional duties and responsibilities of the SROs:
 - a. The SRO shall coordinate all of his/her activities with the principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.
 - b. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the police officer and the police mission.
 - c. The SRO shall encourage individual and small group discussions with students, based upon material presented in class to further establish rapport with the students.
 - d. The SRO shall make himself/herself available for conferences with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
 - e. The SRO shall become familiar with all community agencies which offer assistance to youth and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty and staff of the school.
 - f. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on campus or during school sponsored events.

- g. Should it become necessary to conduct formal police activities with the students, the SRO shall adhere to School Board policy, police policy and legal requirements with regard to police activities such as investigation and interviews. Confidential information obtained pursuant to Chapter 39, Florida Statutes (proceedings relating to juveniles), shall not be disclosed except by law, court order, or by the criteria set forth in the Juvenile Justice Information Sharing Agreement and F.D.L.E. Users Agreement.
 - h. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO 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 SRO may do so under the authority of law. Whenever practicable, the SRO shall advise the principal before requesting additional police assistance on campus.
 - i. The SRO shall give assistance to other law enforcement officers in matters regarding his/her school assignment, whenever necessary. These requests must be handled in accordance with established City of Sarasota overtime procedures. Any overtime payments necessitated by this paragraph will be paid by the City of Sarasota.
 - j. The SRO may be assigned non-campus investigations relating to runaways that attend the school to which the SRO is assigned. SROs will be assigned thefts of bicycle cases.
 - k. The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall make them available to the principal and Superintendent as required by law.
 - l. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO is not to 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 resolved.
- E. The Chief of Police shall assign a supervisor to oversee all the School Resource Officers assigned above and to perform scheduled or non-scheduled visits to all Sarasota schools and to perform other assigned tasks including:

1. Approving reports, providing leadership, training, direction, evaluation, analyzing campus statistics and problem areas, establishing rapport with administration.
2. Being available for investigation for School Board. (Criminal related incidents on School Board employees which have students listed as the complainant/victim.)

ARTICLE III

Rights and Duties of the School Board

The School Board shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to an air-conditioned and properly lighted private office, the office shall contain a telephone which may be used for general business purposes.
- B. A location for files and records that can be properly locked and secured.
- C. A desk with drawers, a chair, worktable, filing cabinet and office supplies.
- D. Access to a computer and/or secretarial assistance.

ARTICLE IV

Financing of the School Resource Officer Program

The School Board agrees to pay \$312,248 as its share of the School Resource Officer Program for the twelve-month period July 1, 2013 to June 30, 2014.

Funds provided by the School Board during the term of this Agreement for the total amount of \$312,248 for the School Resource Officer services listed in this Agreement shall be paid to the City of Sarasota in 12 equal monthly payments beginning July 1, 2013.

ARTICLE V

Employment Status of School Resource Officer

School Resource Officers shall remain employees of the City of Sarasota and shall not be employees of the School Board. The School Board and the City of Sarasota acknowledge that the SRO shall remain responsive to the chain of command of the Sarasota Police Department.

ARTICLE VI

Appointment of School Resource Officers

- A. The Superintendent and the City Manager of the City of Sarasota shall appoint two members each to a School Resource Officer Personnel Board, which shall have as its sole function the recruitment, interviewing and evaluation of School Resource Officers. 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:
 - a. The applicant must be a volunteer for the position of School Resource Officer.
 - b. The applicant must be a Police Officer with a preferred minimum of three (3) years of law enforcement service or experience.
 - c. The SRO applicant should have 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. A comparable amount of training, education or experience may be substituted for the above qualifications.
- 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 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 Chief, who shall recommend officers from the list to the City Manager for appointment.
- E. An SRO may transfer to any school when a vacancy occurs provided:
 - 1. Principal agrees with transfer
 - 2. SRO supervisor agrees with transfer
 - 3. Approval by the Chief
 - 4. Approval by the Director of School Safety and Security

ARTICLE VII

Dismissal of School Resource Officer; Replacement

- A. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not adequately representing the School Resource Officer

Program, the principal shall recommend to the Superintendent that the SRO be removed from the program at his/her school and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the Chief or his/her designee of the principal's request. If the Chief so desires, the Superintendent and Chief, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist.

At such meeting specified members of the school's staff may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

- B. The Chief may reassign an SRO based upon Department Rules, Regulations and/or General Orders and when it is in the best interest of the people of Sarasota.
- C. In the event of the resignation, reassignment, or long-term absences by an SRO, the Chief shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, resignation or reassignment. As soon as practicable, the School Resource Officer Personnel Board shall recommend a permanent replacement for the SRO position.

ARTICLE VIII

Termination of Agreement

This Agreement may be terminated by either party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon 180 days written notice. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the City of Sarasota for all services performed to the date of termination. The School Board shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of the termination of this Agreement.

ARTICLE IX

Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

The School Board of Sarasota County, Florida
Attn: Superintendent of Schools
1960 Landings Boulevard
Sarasota, FL 34231-3331

City Manager
City of Sarasota
1565 First Street
Sarasota, FL 34236

ARTICLE X

Good Faith

The School Board, the City of Sarasota, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City Manager, or their designees.

ARTICLE XI

Modification

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 made in writing and signed by both parties.

ARTICLE XII

Non-Assignment

This Agreement, and each and every covenant herein, shall not be assigned unless the express written consent of the other party is obtained.

ARTICLE XIII

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

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

ATTEST:

CITY OF SARASOTA, FLORIDA

City Auditor & Clerk
Approved as to form and correctness:

Mayor

City Attorney

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

Jane Goodwin, Chair

Approved for Legal Content
July 1, 2013, by Matthews, Eastmoore,
Attorneys for The School Board of Sarasota County, Florida
Signed: ASH