

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

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, effective July 1, 2010, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, (hereinafter referred to as the “School Board”), and **CITY OF NORTH PORT, FLORIDA** (hereinafter referred to as the “City of North Port”).

WITNESSETH:

- A. The School Board and City of North Port desire to continue to provide law enforcement and related services to the public schools of Sarasota County; 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 North Port recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of North Port, Florida, and particularly to the students of the public school system of Sarasota County, Florida; and
- D. It is in the best interests of the School Board, City of North Port, and the citizens of North Port to maintain this program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the City of North Port 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, 2010 to June 30, 2011.

ARTICLE II

Rights and Duties of the City of North Port

The City of North Port shall provide School Resource Officers (hereinafter referred to as “SRO”) as follows:

A. Number of School Resource Officers

1. The Chief of North Port Police shall assign two regularly employed police officers to North Port High School.
2. The Chief of North Port Police shall assign one regularly employed police officer to Heron Creek Middle School and one regularly employed police officer to Woodland Middle.

B. Regular Duty Hours of the School Resource Officer

1. Each SRO shall be assigned to a school on a full-time basis and during those hours that the 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 Chief of North Port Police 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.
3. Whenever possible, training for the SROs that is required by their Bureau Commander and for training that is mandated by the Florida Police Standards and Commissions shall be scheduled for times other than the regular school duty day. Such training may include briefing/information sharing between the various SROs and any other law enforcement agency.

C. Overtime Hours for School Resource Officers

1. Overtime hours for the SROs that are authorized and approved by the Chief of North Port Police shall be paid by the City of North Port in accordance with the City of North Port Police Department'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 North Port Police Department procedures.

D. Duties of School Resource Officers

1. Instructional responsibility of the SROs at North Port High School:
 - a. The SROs shall act as instructors for specialized, short-term programs at the high school, when invited to do so by the principal or member of the faculty.
 - b. The SROs at the high school shall teach a part of the "Life Skills Drug Education Program" as a guest speaker. The principal or member of the faculty shall make the request of the SROs. The SROs shall not be asked to teach the Life Skills Drug Education Program on a full-time basis.
 - c. The SROs shall make available to the high school faculty and students a variety of law related presentations.
 - d. Any exceptions to the above must be mutually agreed upon by the Chief of North Port Police, the Superintendent of Schools, and the individual school principal.
2. Instructional responsibility for the SROs at Heron Creek Middle School, and Woodland Middle School:
 - a. The SROs shall act as instructors for specialized, short-term programs at the middle school, when invited to do so by the principal or member of the faculty.
 - b. The SROs at the middle school shall teach a part of the "Life Skills Drug Education Program" as a guest speaker. The principal or member of the faculty shall make the request of the SROs. The SROs shall not be asked to teach the Life Skills Drug Education on a full-time basis.
 - c. The SROs shall make available to the middle school faculty and students a variety of law related presentations.
 - d. The SROs shall teach the G.R.E.A.T. (Gang Resistance Education and Training) Program or comparable curriculum to students in the 7th grade. The SROs shall work with the principal and instructional staff to coordinate and schedule the lessons at their school.
 - e. Any exceptions to the above must be mutually agreed upon by the Chief of North Port Police, the Superintendent of Schools and the individual school principal.
3. 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 police officers and deputy sheriffs in matters regarding his/her school assignment, whenever necessary. These requests must be handled in accordance with established City of North Port overtime procedures. Any overtime

payments necessitated by this paragraph will be paid by the City of North Port.

- 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 shall 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 North Port Police shall assign one full-time Sergeant to oversee all the School Resource Officers assigned above and to perform scheduled or non-scheduled visits to all North Port schools and to perform other assigned tasks including:
- 1. Approving reports, providing leadership, training, direction, evaluation, analyzing campus statistics and problem areas, and establishing rapport with administration.
 - 2. Being available for investigations for School Board. (Criminal related incidents on School Board employees which have students listed as the complainant/victim.)
 - 3. Investigating expulsion requests and assisting with delivery of expulsion hearing notices with School Board employees.
 - 4. Be a liaison to the Chief of Sarasota School District Police, and other school district personnel.

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, which 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 **\$221,749.30** as its share of the School Resource Officer Program for the twelve-month period July 1, 2010 to June 30, 2011.

Funds provided by the School Board during the term of this Agreement for the total amount of \$221,749.30 for the School Resource Officer services listed in this Agreement shall be paid to the City of North Port in 12 equal monthly payments beginning July 1, 2010.

ARTICLE V

Employment Status of School Resource Officer

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

ARTICLE VI

Appointment of School Resource Officers

- A. The Superintendent and the Chief of North Port Police shall appoint two members each to a School Resource Officer Personnel Board (One being the Chief of Sarasota School District Police), 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:
 - 1. The applicant must be a volunteer for the position of School Resource Officer.
 - 2. The applicant must be a Police Officer with a preferred minimum of three (3) years of law enforcement service or experience.

3. 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 of North Port Police, who shall appoint an officer from the list.
 - 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

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 effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent's designee (The Chief of Sarasota School District Police) 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 (Chief of Sarasota School District Police) shall advise the Chief of North Port Police or his/her designee of the principal's request. If the Chief of North Port Police so desires, the Superintendent and Chief of North Port Police, 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 of North Port Police, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

- B. The Chief of North Port Police 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 North Port.

- C. In the event of the resignation, reassignment, or long-term absences by an SRO, the Chief of North Port Police 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 North Port 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 North Port
4970 City Hall Boulevard
North Port, FL 34286

ARTICLE X

Good Faith

The School Board, the City of North Port, 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 the final written expression of all of 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 NORTH PORT, FLORIDA

Helen Raimbeau, MMC
City Clerk

David Garofalo
Commission Chair

Approved as to form and correctness:

Robert K. Robinson
City Attorney

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

Shirley Brown, Chair

Approved for Legal Content
June 7, 2010, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH