

AGREEMENT BETWEEN

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
And  
THE SARASOTA COUNTY SHERIFF'S OFFICE  
For  
THE SCHOOL SAFETY PROGRAM

THIS AGREEMENT (hereinafter the "School Safety Program") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, and is effective July 1, 2018 through June 30, 2019, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, (hereinafter the "School Board") and THE SARASOTA COUNTY SHERIFF'S OFFICE, (hereinafter the "Sheriff").

- I. Purpose
  - A. The School Board and the Sheriff 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 Sheriff recognize the outstanding benefits of the School Safety Program to the citizens of Sarasota County, Florida, and particularly to the students of the public-school system of Sarasota County, Florida.
  - D. The School Board and the Sheriff 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 Sheriff, and the citizens of Sarasota County to establish this program.
- II. Operation of School Safety Program
  - A. The Sheriff will exercise complete discretion in the execution and operation of the School Safety Program. All Sheriff employees of the School Safety Program report to and take direction from Sheriff personnel, not employees of the School District.
  - B. The Sheriff 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 Sheriff reserves the right to substitute deputies in place of SRDs when those SRDs are attending training sessions or are temporarily needed for other Sheriff duties.

D. The Sheriff shall operate the School Safety Program with Sheriff personnel as follows:

1. Supervisors: The Sheriff shall assign three full-time supervisors (one Lieutenant, two Sergeants) to oversee the School Safety Program.
2. School Resource Deputy (hereinafter "SRDs"): The Sheriff shall assign eleven full-time SRDs to the below schools as follows:

Emma E. Booker Elementary School  
Booker Middle School  
Laurel Middle School  
McIntosh Middle School  
Sarasota Middle School  
Venice Middle School  
Riverview High School (2)  
Oak Park School  
Pine View School  
Suncoast Technical College/Suncoast Polytechnical High School

E. Duties

1. Supervisors: Supervisors shall operate out of the Landings School Administration Complex or other School Board facility and shall oversee all SRDs 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 SRDs in the School Safety Program.
  - b. Performing scheduled and non-scheduled visits to participating schools.
2. SRDs: SRDs shall operate on the assigned school campus and perform tasks as assigned/directed by the Sheriff's School Safety Program Supervisors 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 regarding school activities and campus programs.
  - d. When necessary, conducting formal law enforcement activities with the students such as investigations and interviews.

Confidential information obtained pursuant to Chapter 39, Florida State 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.

- e. Making himself/herself available for conference with students, parents, and faculty members in order to assist them with school safety-and/or law enforcement-related issues.
- f. Providing referrals for students to local community resources and agencies that provide assistance to youths and their families such as mental health clinics, drug treatment centers, etc.
- g. 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.
- h. 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 SRD.
- i. 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 Deputy, and the sheriff's office mission.
- j. Encouraging individual and small group discussions with students, based upon material presented in class to further establish rapport with the students.
- k. 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.
- l. The SRD shall not act as a school disciplinarian. However, if the principal believes a school incident violates the law, the principal may contact the SRD and the SRD shall then determine whether law enforcement action is appropriate. The SRD 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 SRD may assist the school until the problem is solved.

F. Hours Worked

- 1. The Sheriff's School Safety Program Supervisors and SRDs shall be full-time employees of the Sheriff.
- 2. During the school year, Supervisors and SRDs shall work full-time hours that are consistent with the School Board's school calendar and school



day and best meet the needs of the Sheriffs School Safety Program.

3. Supervisors and SRDs may be temporarily reassigned by the Sheriff during school holidays and vacations, at the discretion of the Sheriff.
4. Supervisors and SRDs who are requested by the School Board to work additional hours on campus for extracurricular purposes shall be paid by the School Board in accordance with the Sheriff's current established Special Detail procedures.

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 Sheriff personnel, but may act as a liaison between the Sheriff's Office via the SRD Lieutenant and the School District.

B. The School Board shall provide to each SRD the following materials and facilities, which are deemed necessary for the performance of the SRDs 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.
4. Access to a computer and/or secretarial assistance.

IV. Costs and Payment of the School Safety Program

A. Cost

1. The School Board agrees to pay \$1,246,994.00 for Sheriff members' salaries, benefits and training for the twelve-month period from July 1, 2018 to June 30, 2019.

B. Payment

1. Funds provided by the School Board during the term of this agreement for the total amount of \$1,246,994.00 for the Sheriff's School Safety Program shall be paid to the Sheriff in 12 equal monthly payments beginning July 1, 2018.

V. Employment Status of School Safety Program Personnel

A. Supervisors and SRDs are employees of the Sheriff and are not employees of the School Board.

- B. The School Board and the Sheriff acknowledge that the Sheriff's Supervisors and SRDs take direction from the Sheriff and are responsive to the Sheriff's chain of command.

VI. Appointment of School Resource Deputies

- A. The Superintendent and the Sheriff's Office shall appoint two members each (one being the Chief of Police for the Sarasota County School District) to a School Resource Deputy Personnel Board, which shall have as its sole function the recruitment, interviewing and evaluation of School Resource Deputies. The School Resource Deputy Personnel Board shall meet as necessary and shall conduct oral examinations of SRD applicants.
- B. SRD applicants must meet the following requirements:
  - 1. The applicant must be a volunteer for the position of School Resource Deputy.
  - 2. The applicant must be a First Class Deputy Sheriff with a preferred minimum of three (3) years of law enforcement service or experience and successfully completed the Sheriff's Office Patrol Field Training.
  - 3. The SRD 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 Deputy 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 Deputy Personnel Board (which recommendation shall follow only upon a majority vote of the School Resource Deputy Personnel Board), shall be forwarded to the Sheriff, who shall appoint deputy sheriffs from the list of those recommended.
- E. Any SRD may transfer to any school when a vacancy occurs provided:
  - 1. Principal agrees with transfer
  - 2. SRD supervisor agrees with transfer
  - 3. Approval by the Sheriff

VII. Dismissal of School Resource Deputy; Replacement

- A. In the event the principal of the school to which the SRD is assigned feels that the particular SRD is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent or designee in writing that the SRD be removed from the program at his/her school. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or designee shall advise the Sheriff or his/her designee of the principal's request. The Superintendent or Sheriff, 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 Sheriff or Superintendent, then the SRD shall be removed from the program at the school and a replacement shall be obtained.

B. The Sheriff may dismiss or reassign an SRD based upon Department Rules, Regulations, General Orders and/or when it is in the best interest of the Sheriff's Office and the School Board.

C. In the event of the resignation, dismissal or reassignment of an SRD, or in the case of long term absences by an SRD, the Sheriff shall provide a temporary replacement for the SRD within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the School Resource Deputy Personnel Board shall recommend a permanent replacement for the SRD position.

D. Transfers will not be permitted during the school year, except under certain circumstances such as vacancies, promotions, SRD's requesting a transfer to a new school should submit a request in writing. Transfers shall be subject to approval as described in Paragraph VI, Section E.

#### VIII. Special Detail Deputies

As the School Board has refused the Sheriff's offer of full-time deputies on the unincorporated elementary school campuses while school is in session, the School Board shall accept responsibility for security on those campuses. If the School Board shall need such services at a campus which the Sheriff does not staff, the School Board shall request the need for a special detail deputy a minimum of three (3) days in advance. That request shall be for the entire school day (i.e. 8 hours). The School Board recognizes the Sheriff may not be able to fulfill that request.

#### IX. Termination of Agreement

A. Either party may terminate this Agreement without cause upon providing written notice sixty (60) days prior to termination.

B. 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 Sheriff 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 facsimile, 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:

Tom Knight, Sheriff  
Sarasota County Sheriff's Office  
6010 Catteridge Boulevard  
Sarasota, FL 34232  
tom.knight@sarasotasheriff.org

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 capable of assignment, unless the express written consent of the School Board and the Sheriff is obtained.

XII. Good Faith

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

B. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Sheriff, or their designees.

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 the party to be charged.

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.

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

SCHOOL BOARD OF SARASOTA COUNTY

SARASOTA COUNTY SHERIFF'S OFFICE

Bridget Ziegler, Chair

Tom Knight, Sheriff

Approved for legal content  
July 12, 2018 by Matthews Eastmoore,  
General Counsel for the School Board  
of Sarasota County, Florida  
Signed: ASH