

AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
and
CITY OF VENICE
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 VENICE, FLORIDA** (hereinafter referred to as the “City of Venice”).

WITNESSETH:

- A. The School Board and City of Venice desire to continue to provide law enforcement and related services to the students attending Venice High 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 Venice recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Venice, Florida, and particularly to the students of Venice High School; and
- D. It is in the best interests of the School Board, City of Venice, and the citizens of Venice to maintain this program at Venice High School.

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

ARTICLE I

A School Resource Officer Program is hereby established at Venice High School, for twelve months from July 1, 2013 to June 30, 2014.

ARTICLE II

Rights and Duties of the City of Venice

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

A. Number of School Resource Officers

1. The City of Venice shall assign two regularly employed police officers to Venice High School.

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 Venice 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 Venice Police shall be paid by the City of Venice in accordance with the City of Venice 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 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 Venice Police Department procedures.

D. Duties of School Resource Officers

1. Instructional responsibility of the SROs at Venice 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 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. Any exceptions to the above must be mutually agreed upon by the Chief of Venice Police, the Superintendent of Schools, and the 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 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 Venice overtime procedures. Any overtime payments necessitated by this paragraph will be paid by the City of Venice.
- j. The SRO may be assigned non-campus investigations relating to runaways that attend the school to which the SRO is assigned.
- 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.

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 \$126,141.00 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 \$126,141.00 for the School Resource Officer services listed in this Agreement shall be paid to the City of Venice 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 Venice and shall not be employees of the School Board. The School Board and the City of Venice acknowledge that the SRO shall remain responsive to the chain of command of the Venice Police Department.

ARTICLE VI

Appointment of School Resource Officers

SRO applicants must meet the following requirements:

Have a minimum of five (5) years of general police experience including two (2) years with the Venice Police Department as an officer. Probationary officers are not eligible to apply. As a patrol officer, the SRO must have exhibited self-initiative and established a proven track record that demonstrates "above satisfactory" work performance. Consideration is given to the candidate's discipline history. The SRO must be proficient in communication skills, both verbal and written, and possess public relations skills that will project a positive and effective image to the public.

Selection – An Administrative Posting from the Police Chief, or his designee, will announce an opening for the position of School Resource Officer.

Interested officers should submit a written request, accompanied by a current resumé, through the chain of command to the Police Chief. All applicants will be afforded the opportunity to work with the currently assigned SRO for a minimum of one (1) workday. At any time, the applicant may withdraw the application.

Applicants will present themselves to an Oral Examination Committee consisting of law enforcement members appointed by the Police Chief and at least one school administrator.

Upon completion of the examination, the Committee will submit the recommendations to the Police Chief and the Principal and/or designee.

The Police Chief, in direct consultation with the Principal and/or designee, will review the recommendations and make the appointment to the position.

ARTICLE VII

Dismissal of School Resource Officer; Replacement

- A. In the event the principal 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 Director of Sarasota School Safety and Security) 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 (Director of Sarasota School Safety and Security) shall advise the Chief of Venice Police or his/her designee of the principal's request. If the Chief of Venice Police so desires, the Superintendent and Chief of Venice 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 Venice Police, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

- B. The Chief of Venice 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 Venice.
- C. In the event of the resignation, reassignment, or long-term absences by an SRO, the Chief of Venice 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 Police Chief, in direct consultation with the principal and/or designee shall make 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 Venice 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 Venice
401 West Venice Ave
Venice, FL 34285

ARTICLE X

Good Faith

The School Board, the City of Venice, 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 VENICE, FLORIDA

Lori Stelzer
City Clerk

Edward F. Lavalley
City Manager

Approved as to form and correctness:

David Persson
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