

AGREEMENT BETWEEN

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
and  
THE SARASOTA COUNTY SHERIFF'S OFFICE  
for  
THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of July, 2008, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, (hereinafter referred to as the "School Board"), and THE SARASOTA COUNTY SHERIFF'S OFFICE, (hereinafter referred to as the "Sheriff");

WITNESSETH:

- A. The School Board and the Sheriff 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 the Sheriff recognize the outstanding benefits of the School Resource Officer Program to the citizens of Sarasota County, 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, the Sheriff, and the citizens of Sarasota County to establish this program,

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

ARTICLE I

A School Resource Officer Program is hereby established in the public school system of Sarasota County, Florida, for twelve months from July 1, 2008 to June 30, 2009.

ARTICLE II

Rights and Duties of the Sheriff

The Sheriff shall provide School Resource Officers (hereinafter referred to as "SRO's") as follows:

A. Number of School Resource Officers

1. The Sheriff shall assign two regularly employed deputy sheriffs to each of the following schools:

Booker High School

Riverview High School

Sarasota High School

2. The Sheriff shall assign one regularly employed deputy sheriff to each of the following schools:

Venice High School

Oak Park School (North)

Sarasota County Technical Institute

Booker Middle School

Brookside Middle School

Laurel Middle School

McIntosh Middle School

Pineview Campus

Sarasota Middle School

Venice Middle School

3. The Sheriff shall assign two floating full-time deputy sheriffs to serve the elementary schools.

4. The Sheriff shall assign three full-time supervisors (One Lieutenant, two Sergeants) to oversee the deputy sheriffs assigned above and to perform scheduled or non-scheduled visits to middle and high schools and to perform other assigned tasks including:
  - a. Approving reports, providing leadership, training, direction, evaluation, analyzing campus statistics and problem areas, establishing rapport with administration.
  - b. Being available for investigation for School Board. (Criminal related incidents on School Board employees which have students listed as the complainant/victim.)
  - c. Investigating expulsion requests and assisting with delivery of expulsion hearing notices with School Board employees.
  - d. The Sheriff shall assign the SRO Lieutenant and two sergeants to the Landings School Administration Complex. The supervisors will serve as a liaison to the Chief of Sarasota School District Police, and other school district personnel.

B. Regular Duty Hours of School Resource Officers

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 they shall be on campus from 1/2 hour prior to the start of classes until 1/2 hour after classes are dismissed. During their daily tour of duty, the SRO may be off campus performing such tasks as may be required by their assignments.

The SRO may be temporarily reassigned by the Sheriff during school holidays and vacations, and/or during the periods 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 scheduled school related activity requiring the presence of a law enforcement officer.

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 SROs that are authorized and approved by the Sarasota Sheriff's Office shall be paid by the Sheriff in accordance with the Sarasota Sheriff's Office established overtime procedures.
2. An SRO who enters into a contractual agreement with the Sarasota County School Board for coaching duties, intramural after school programs or teaching shall be paid by the School Board in accordance with Sarasota County School Board 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 Sarasota Sheriff's Office Special Detail procedures.

D. Duties of School Resource Officers

1. Instructional responsibility of SROs at the high schools (Sarasota, Riverview, Booker, Venice, Oak Park, Pineview, and SCTI-Sarasota County Technical Institute):
  - a. The SRO shall act as an instructor for specialized, short-term programs at the high schools, when invited to do so by the principal or member of the faculty.

- b. The SRO at the high schools 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 SRO. The SRO shall not be asked to teach the Life Skills Drug Education Program on a full-time basis.
  - c. The SRO shall make available to the high school faculty and students a variety of law related presentations.
  - d. The SRO shall act as an instructor for specialized, short-term programs at S.C.T.I. when invited to do so by the Director or member of the faculty.
  - e. If requested by the Director or member of the faculty, the SRO shall teach a part of the Criminal Justice Assisting program as a guest speaker at the S.C.T.I.
  - f. The SRO at the S.C.T.I. shall make available a variety of law related presentations to the faculty and students.
  - g. Any exceptions to the above must be mutually agreed upon by the Sheriff's Office, the Superintendent of Schools and the individual school principal.
2. Instructional responsibility for SROs at the middle schools (Venice, Booker, Sarasota, Brookside, McIntosh, Pineview & Laurel):
- a. The SRO shall act as an instructor for specialized, short-term programs at the middle schools, when invited to do so by the principal or member of the faculty.
  - b. The SRO Officer shall make available to the middle school faculty and students a variety of law related presentations.
  - c. The SRO shall teach the Sarasota Sheriff's Office (SSO) curriculum to students in the

7th grade. The S.R.O. shall work with the principal and instructional staff to coordinate and schedule the lessons at their school.

- d. Any exceptions to the above must be mutually agreed upon by the Sheriff's Office, the Superintendent of Schools and the individual school principal.
3. Instructional responsibilities of the Floating elementary SROs.
    - a. The SROs shall present the Crime to Court Program, the D.A.R.E. Program (Drug Abuse Resistance Education, 5th grade) and the Officer Friendly Program (Safety Programs, Pre-kindergarten-3<sup>rd</sup> grade) according to a schedule established by the supervisors in the Youth Service Bureau.
    - b. Any exceptions to the above must be mutually agreed upon by the Sheriff's Office, the Superintendent of Schools' designee (the Chief of Sarasota School District Police) and the individual school principal.
  4. Additional duties and responsibilities of all 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 conference with students, parents and faculty members in order to assist them with problems of law enforcement or crime prevention nature.
- e. The SRO shall become familiar with all community agencies which offer assistance to youths 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 Sheriff's Office policy, legal requirements, and School Board policy with regard to such things as investigations and interviews. Confidential information obtained pursuant to Chapter 39, Florida State 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 Sarasota Sheriff's Office overtime procedures. Any overtime payments necessitated by this paragraph will be paid by the Sheriff's Office.
- 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 or 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 solved.

### ARTICLE III

#### Rights and Duties of the School Board

The School Board shall provide to the full-time SRO of each middle and high school 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 office shall contain a telephone which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, a chair, work table, filing cabinet and office supplies.
- D. Access to a computer and/or secretarial assistance.
- E. The floating elementary officers shall be provided an area in each school to be able to conduct official business.

#### ARTICLE IV

##### Financing of the School Resource Officer Program

The School Board agrees to pay \$929,008.50 as its share of the School Resource Officer Program for the twelve-month period July 1, 2008 to June 30, 2009.

Funds provided by the School Board during the term of this agreement for the total amount of \$929,008.50 for the School Resource Officer services listed in this agreement shall be paid to the Sheriff's Office in 12 equal monthly payments beginning July 1, 2008.

#### ARTICLE V

##### Employment Status of School Resource Officer

School Resource Officers shall remain employees of the Sarasota County Sheriff's Office, and shall not be employees of the School Board of Sarasota County. The School Board and the Sheriff acknowledge that the School Resource Officers shall remain responsive to the chain of command of the Sarasota County Sheriff's Office.

#### ARTICLE VI

##### Appointment of School Resource Officers

- A. The Superintendent and the Sheriff's Office shall appoint two members each (one being the Chief of Sarasota School District Police) 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:
  - 1. The applicant must be a volunteer for the position of School Resource Officer.
  - 2. The applicant must be a First Class Deputy Sheriff with a preferred minimum of three (3) years of law enforcement service or experience.
  - 3. 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 Sheriff, who shall appoint deputy sheriffs from the list of those recommended.
- E. Any 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 Sheriff

## 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 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 Sheriff or his/her designee of the principal's request. If the Sheriff so desires, the Superintendent and Sheriff, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist.

At such meeting, specified members of the staff of the school to which the SRO is assigned 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 Sheriff, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

- B. The Sheriff may dismiss or reassign an SRO 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 SRO, or in the case of long term absences by an SRO, the Sheriff 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, 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.

#### ARTICLE VIII

##### Termination of Agreement

This agreement may be terminated by either party upon thirty (30) 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 (60) sixty 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 Sheriff 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:

Lori White, Superintendent  
The School Board of Sarasota County, Florida  
1960 Landings Blvd.  
Sarasota, FL 34231-3331

The Honorable William F. Balkwill  
Sheriff of Sarasota County  
Sarasota County Sheriff  
Post Office Box 4115  
Sarasota, FL 34230

#### ARTICLE X

##### Good Faith

The School Board, the Sheriff, 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 Sheriff, 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 hereafter made in writing and signed by the party to be charged.

ARTICLE XII

Non-Assignment

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.

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.

THE SCHOOL BOARD OF SARASOTA COUNTY FLORIDA

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Dr. Kathy Kleinlein, Chair

Approved for Legal Content  
July 11, 2008, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH

THE SARASOTA COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
William F. Balkwill, Sheriff

Approved as to form and content.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Captain Kurt A. Hoffman, Esq.