



# SARASOTA COUNTY SHERIFF'S OFFICE

*FAIRNESS • INTEGRITY • RESPECT • SERVICE*

## SHERIFF TOM KNIGHT

COLONEL KURT A. HOFFMAN, CHIEF DEPUTY

June 1, 2018

The Honorable Bridget Ziegler, Chairwoman  
Sarasota County School Board  
1960 Landings Blvd.  
Sarasota, FL 34231

Dear Chairwoman Ziegler:

Enclosed is the amended school safety agreement for the 2018-2019 school year. This amended agreement is aligned with my telephone conversation with your superintendent on May 15, 2018.

For your convenience, I attached the original correspondence sent to the school district on April 4, 2018. As I am sure you are aware, our current service agreement terminates on June 30, 2018.

Please feel free to contact me with any additional information if needed.

Sincerely,

A handwritten signature in blue ink that reads "Tom Knight".

Tom Knight, Sheriff  
Sarasota County, Florida

### Attachment

cc: Board Member Jane Goodwin, Vice Chair  
Board Member Shirley Brown  
Board Member Eric Robinson  
Board Member Caroline Zucker  
Dr. Todd Bowden, Superintendent  
Mr. Jonathon Lewis, Sarasota County Administrator



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ACCREDITED FULL SERVICE LAW ENFORCEMENT AGENCY

EQUAL OPPORTUNITY EMPLOYER



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.
- 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.
  - c. Serving as a liaison to the Director of Safety, Security, and Emergency Management for the Sarasota County School District and other school district personnel.
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. 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. 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 Sheriff's 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 Director of Safety, Security & Emergency Management 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 Supervisors and the School District. No sensitive law enforcement information shall be shared with the Director, as he is not a sworn law enforcement officer.
- 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 \$ 1,558,743.00 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 \$ 1,558,743.00 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. 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.

VII. 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 Cattleridge 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

VIII. 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.

IX. 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 School Board and the Sheriff, or their designees.

X. 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 AS TO FORM AND CONTENT

BY Crystal Bailey 6.1.2018  
CRYSTAL H. BAILEY                      DATE  
SENIOR ASSISTANT GENERAL COUNSEL