



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
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April 5, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *Kdg/ae*

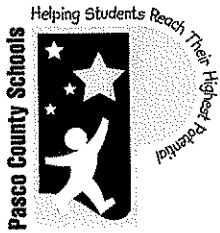
RE: Pasco County Sheriff's Office
School Resource Officer Agreement/School Safety Programs

The attached agreement between the Pasco County Sheriff's Office and the District's Student Services Department is being forwarded to the Board for retroactive approval. In the Spring of 2010, the School Board received a Readiness and Emergency Management for Schools (REMS) competitive grant to assist the District in creating, strengthening and improving emergency management plans at the District and school levels. The REMS grant allocates funds that support one (1) School Resource Officer allocation to service the District for a 24-month period. The cost associated with this agreement is \$157,888. This agreement has been reviewed and approved by Nancy Alfonso, School Board Attorney.

At this time, we respectfully request your approval to enter into this agreement with the above-referenced facility. The duration of this project lasts from September 1, 2010 through September 30, 2012.

If you should have any questions regarding this matter, please contact me at your earliest convenience.

KDG/sb
Attachments



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

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Memo # SS 025 10

Department of Student Services

Lizette R. Alexander, Director of Student Services & Discipline

[727] 774-2362

BOARD MEMO

DATE: April 5, 2011

TO: HONORABLE SCHOOL BOARD MEMBERS

FROM: Heather Fiorentino, Superintendent
Ruth B. Reilly, Assistant Superintendent for Curriculum & Instructional Services *KBK*

RE: SCHOOL RESOURCE OFFICER CONTRACTS/REMS 2010-2012

Introduction

Spring 2010, the School Board received the Readiness and Emergency Management for Schools (REMS) competitive grant to assist us in creating, strengthening, and improving emergency management plans at the district and school levels. The REMS grant allocates funds that support one (1) School Resource Officer (SRO) allocation to service this grant.

Description

Pasco's Project TAKE ACTION seeks to develop the District's capacity to implement all aspects of a sustainable emergency plan. Components of that plan focus on the development of procedures, provision of training, and design of drills that will ensure the safety of our schools and students. The project is 24 months in duration and lasts from September 1, 2010 through September 30, 2012. One of the components of the REMS Grant involves the assignment of a full time School Resource Officer (SRO) to help manage some of the components of that grant.

Action Requested

The staff respectfully requests approval of the attached contract, which will authorize the district's release of the grant funds, designated to cover the assigned School Resource Officer's salary.

Conclusion

The staff respectfully requests approval of the attached contract in the amount of \$157,888.

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SCHOOL RESOURCE OFFICER
SCHOOL SAFETY PROGRAMS/
READINESS AND EMERGENCY MANAGEMENT FOR SCHOOLS
(REMS) INITIATIVE FUNDING AGREEMENT
2010-2012

THIS AGREEMENT is entered into between the DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA ("BOARD") and R.L. WHITE, as Sheriff of Pasco County ("SHERIFF"), for the administration and funding of the School Resource Officer (SRO) Unit serving the REMS Initiative.

ARTICLE I

A. The BOARD and the SHERIFF agree that a law enforcement presence in the public schools of Pasco County is advantageous to all concerned and the BOARD receives federal funding for the REMS Initiative and will use this funding to assist in supporting the goals defined in the Board approved REMS Initiative Grant.

ARTICLE II

The commitments of the SHERIFF:

A. School Based School Resource Officer: The Sheriff will provide one (1) School Resource Officers who will work eight and one half (8-1/2) hours for two hundred sixty days (260) or the equivalent of two thousand two hundred ten (2,210) hours per year.

Assignment of the School Resource Officer: The District REMS Initiative and other duties as assigned.

ARTICLE III

The commitments of the BOARD:

A. The BOARD will provide the SRO the following materials and facilities:

CONTRACT REVIEWED
AND APPROVED:
Kdglaf 3/24/11

1. Use of office space which is air-conditioned and properly lighted and provides a confidential area for ongoing investigations.
 2. A location where files and records can be secured.
 3. A desk with drawers, a chair, work table, filing cabinets and office supplies (i.e., paper, pencils, pens, etc.).
 4. A telephone, computer and/or secretarial assistance.
- C. This SRO unit of the Pasco Sheriff's Office will be part of the designated law enforcement unit of the BOARD in accordance with the provisions of *Florida Statute 1002.22* and the Federal Educational Rights and Privacy Act (34CFR99).
- D. The BOARD will share information and educational records to the extent allowed by law for the purposes of maintaining safe schools.

ARTICLE IV

FUNDING:

- A. The SHERIFF will:
1. Use the monies provided by the BOARD exclusively for the purposes described in this Agreement.
- B. The BOARD will:
1. The BOARD will pay the SHERIFF the sum of one hundred fifty seven thousand, eight hundred eighty eight (\$157,888.00) as a contribution for the services described for the duration of the grant school years 2010-2012. Payment will include services rendered during the Grant Period from September 1, 2010 to September 30, 2012. Payment of these funds will be: for year one \$77,801 and for year two \$80,087.

ARTICLE V



The SHERIFF and BOARD agree that the SRO duty hours during the regular school year will be coordinated according to the following:

- A. The SRO and the supervisor will work with the REMS Initiative Project Director to establish a mutually agreeable schedule for the SRO duties:
 - 1. Regular duty hours may not exceed eighty-five (85) hours during any pay period.

ARTICLE VI

The parties agree to cooperate in good faith in fulfilling the intent and terms of the Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the SUPERINTENDENT and SHERIFF, or their designees.

- A. The District Safety Officer assigned to the SRO Program will review any complaint received about the performance of the SRO. If an inquiry is necessary, it will be conducted in accordance with Pasco Sheriff's Office General Orders.
- B. A principal who is not satisfied with the result of the inquiry may write a memorandum stating the basis of the concerns which will be submitted to the SUPERINTENDENT and SHERIFF. After reviewing the memorandum, the SHERIFF and the SUPERINTENDENT, or their designees, will meet to resolve the situation.

ARTICLE VII

The parties understand and agree that the services outlined in this Agreement may have to be curtailed or suspended in certain situations as determined by the SHERIFF.

ARTICLE VIII

The SHERIFF will administer, control and direct the programs under this Agreement in cooperation with the BOARD. All personnel assigned under these programs remain employees of the SHERIFF.

ARTICLE IX

The BOARD agrees to indemnify and hold harmless the SHERIFF to the extent the SHERIFF incurs liability as a result of any negligence, violation of civil rights, intentional actions or other fault of the BOARD or its agents, servants or employees arising out of the performance of this Agreement.



The SHERIFF agrees to indemnify and hold harmless the BOARD to the extent the BOARD incurs liability as a result of any negligence, violation of civil rights intentional actions or other fault of the SHERIFF or his deputies or employees arising out of the performance of this Agreement.

ARTICLE X

Changes in the terms of this Agreement must be in writing and will take effect only after approval by both parties.

ARTICLE XI

This Agreement will expire on September 30, 2012, and may be terminated by either party with ninety (90) days written notice.

This Agreement will take effect as soon as signed by the parties.

R.L. WHITE, SHERIFF OF
PASCO COUNTY, FLORIDA

DISTRICT SCHOOL BOARD OF
PASCO COUNTY

By: _____
School Board Chairperson

Date: _____

Date: _____

Heather Fiorentino, Superintendent

Date: _____

