

## 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](http://www.pasco.k12.fl.us)

Department of Purchasing  
Kendra Goodman, CPPO, CPPB, Purchasing Agent  
813/ 794-2221 Fax: 813/ 794-2111  
727/ 774-2221 TDD: 813/ 794-2484  
352/ 524-2221 e-mail: [kgoodman@pasco.k12.fl.us](mailto:kgoodman@pasco.k12.fl.us)

October 4, 2011

### MEMORANDUM

TO: Honorable School Board Members

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

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

The attached funding agreement between the Pasco County Sheriff's Office and the District School Board of Pasco County is being forwarded to the Board for approval. The Pasco Sheriff's office will provide School Resource Officers and school safety programs for schools throughout the District. This agreement has been reviewed and approved on September 20, 2011 by Nancy Alfonso, School Board Attorney.

At this time, we respectfully request that the board retroactively approve the one-year contract with the above-referenced agency. This agreement will continue through June 30, 2012. It is anticipated that annual expenditures will be \$1,425,871.25, using school safe and general funds. The services covered under these agreements are considered exempt from bidding as the services are for government franchised services as outlined in DOE's Section 6A-1.012(12)(g).

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

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

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### Department of Student Services


Lizette R. Alexander, Director

813/ 794-2362 Fax: 813/ 794-2120

727/ 774-2362

352/ 524-2362 e-mail: [lralexan@pasco.k12.fl.us](mailto:lralexan@pasco.k12.fl.us)

September 16, 2011

To: Kendra Goodman, Purchasing Agent  
From: Lizette R. Alexander, Director Student Services   
Subject: School Resource Officer Contract for 2011-2012

The School Board has entered into a contract with the Pasco County Sheriff's Office to provide the School Resource Officer (SRO) and School Safety Programs in the schools. The contract is to pay for services starting July 1, 2011 through June 30, 2012 with the total cost of \$1,425,871.25

This contract was reviewed and approved by Mrs. Reilly on September 15, 2011.

At this time, it is my recommendation to enter into this agreement with the Pasco County Sheriff's Office.

Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

LRA/cs



RECEIVED

9/16/11 *Den*

**SCHOOL RESOURCE OFFICER**  
**SCHOOL SAFETY PROGRAMS**  
**FUNDING AGREEMENT**  
**2011-2012**

THIS AGREEMENT is entered into between the DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA ("BOARD") and CHRIS NOCCO, as Sheriff of Pasco County ("SHERIFF"), for the administration and funding of the School Resource Officer (SRO) and School Safety Programs.

**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.

B. The Board receives state funding for programs such as the SRO and will use this funding to assist in supporting the existing program and any future expansion of services.

**THEREFORE**, the BOARD and SHERIFF have worked together to develop and fund school-related law enforcement programs in accordance with the following:

**ARTICLE II**

The commitments of the SHERIFF:

- A. School Safety Director: The SHERIFF will provide a qualified individual to act as School Safety Director. This individual will supervise the SROs, School Crossing Guards and the Traffic Control Officers.
- B. School Resource Officers: The SHERIFF will provide twenty-eight (28) School Resource Officers who will work eight and one-half (8 ½) hours for one hundred eighty (180) days or the equivalent of one thousand five hundred thirty (1,530) hours per school year.
1. Assignment: The schools to be served will be coordinated with the BOARD. The SHERIFF will make the final decision as to selection and assignment of personnel.

CONTRACT REVIEWED  
AND APPROVED:

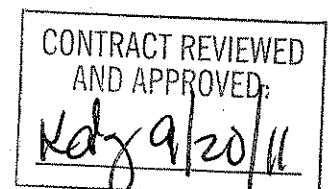
*Kdy* 9/20/11

2. Duties of the School Resource Officers: The following are some of the duties a SRO may be asked to perform:
- a. Speak to classes on law enforcement, including search and seizure, criminal law, motor vehicle law and other topics as requested.
  - b. Act as a resource person in the area of law enforcement education.
  - c. Provide information to students on law enforcement-related topics.
  - d. Make referrals to resources available in the community.
  - e. Perform routine law enforcement duties in accordance with state laws and as required by the Pasco Sheriff's Office General Orders.
  - f. Work with students identified as chronic truants.
  - g. Coordinate investigations of bus stop incidents.
  - h. Provide in-service training for BOARD personnel on procedures for the mandatory reporting of crimes as specified by law and other mutually beneficial topics.

### ARTICLE III

The commitments of the BOARD:

- A. The BOARD will provide an office for the School Safety Director.
- B. The BOARD will provide each SRO the following materials and facilities:
  1. Use of a private office which is air-conditioned and properly lighted and provides confidentiality 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).
  4. A telephone, computer and/or secretarial assistance.



- C. The SRO unit of the Pasco Sheriff's Office will be 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. Provide 40% of the salary of the School Safety Director.
  2. Provide 100% of the cost of all other supervisory personnel and support personnel assigned to the SRO Program.
  3. Provide 100% of the cost for the School Crossing Guard Program.
  4. Provide 100% of the cost for the Traffic Control Officers.
  5. Use the monies provided by the BOARD exclusively for the purposes described in this Agreement.
- B. The BOARD will:
1. Provide 60% of the salary of the School Safety Director.
  2. Pay the SHERIFF the sum of One Million Four Hundred Twenty Five Thousand Eight Hundred Seventy-One Dollars and Twenty-Five Cents (\$1,425,871.25) as a contribution for the services described for the fiscal year July 1, 2011, through June 30, 2012. Payment of these funds will be made in four installments. The first payment will be Three Hundred Fifty-Six Thousand Four Hundred Sixty-Seven Dollars and Eighty-Two Cents (\$356,467.82) and is due on or before September 20, 2011, or within twenty (20) days of the date of final execution of this Agreement, whichever occurs later. The remaining three (3) payments of these funds will be made in three (3) equal payments of Three Hundred Fifty-Six Thousand Four Hundred Sixty-Seven Dollars and Eighty-One Cents (\$356,467.81) and will be due on December 30, 2011, March 31, 2012, and June 30, 2012.

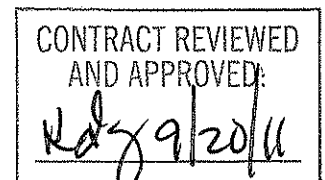


3. Pay any hours worked in excess of eighty-five (85) per pay period by any school based SRO or Shared SRO. This will be paid at the overtime rate.
- C. Summer School: If SROs are needed for the summer, representatives of the BOARD and the SHERIFF will meet prior to the start of the summer session to determine:
1. The number of SROs needed for the summer session.
  2. The schools to be covered and the schedule for each SRO including the hours to be worked.
  3. The written agreement signed by the representative of the BOARD and the SHERIFF, which includes the total number of deputies needed as well as the hours required, will be provided to the PSO Fiscal Section to prepare an itemized bill.
  4. The BOARD will send full payment within twenty (20) days of the start of summer school.

#### ARTICLE V

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

- A. The SRO and their supervisor will work with the school principal to establish a mutually agreeable schedule for regular SRO duties:
1. The schedule will emphasize SRO presence during school hours and for special events as determined by the principal.
  2. No substitute SRO will be provided for the period the assigned SRO is absent when the duty hours are adjusted at the request of a principal.
  3. Regular duty hours may not exceed eighty-five (85) hours during any pay period unless the principal or designee has approved overtime pay.
- B. Any personnel covered by this Agreement who work in excess of eighty-five (85) hours will be paid in accordance with the Fair Labor Standards Act (FLSA).
- C. When a principal or their designee requests that any SRO work a school event which results in excess of eighty-five (85) hours, the following applies:



1. The hours worked will be documented on their time sheet.
  2. The SRO will be compensated by the Board at the SRO's overtime rate of pay.
- D. A school may enlist deputies from the extra-duty program in accordance with the terms of that program.

#### 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 School Safety Director will review any complaint received about the performance of an 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

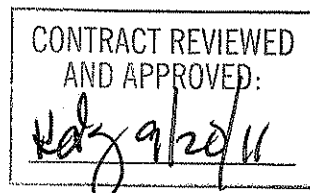
The parties understand and agree that the services outlined in this Agreement may have to be curtailed or suspended in certain situations as determined by the SHERIFF.

#### 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

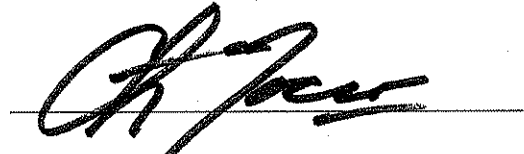
Changes in the terms of this Agreement must be in writing and will take effect only after approval by both parties.

#### ARTICLE XI

This Agreement will expire on June 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.

CHRIS NOCCO, SHERIFF OF  
PASCO COUNTY, FLORIDA

  
Date: 9-12-11

DISTRICT SCHOOL BOARD OF  
PASCO COUNTY

By: \_\_\_\_\_  
School Board Chairperson

Date: \_\_\_\_\_

\_\_\_\_\_  
Heather Fiorentino, Superintendent

Date: \_\_\_\_\_

