



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent
813/ 794-2221 Fax: 813/ 794-2111
727/ 774-2221 TDD: 813/794-2484
352/ 524-2221 e-mail: nwestmor@pasco.k12.fl.us

August 19, 2014

MEMORANDUM

TO: Honorable School Board Members
FROM: Nicole Westmoreland, Purchasing Agent *NW*
SUBJECT: Approval Request – School Resource Officer and School Safety Programs

| | |
|---------------------------------------|--|
| MUNIS Contract Number | 2015000244, 2015000245, 2015000246, and 2015000247 |
| Requesting Department | Assistant Superintendent for Administration and Operations |
| Contact Information | Debra Reaves, Purchasing Services, 42219 |
| Vendor Name | City of Dade City, City of Zephyrhills, City of New Port Richey, and Pasco County Sheriff's Office |
| Intent | School Resource Officer and Safety Programs |
| Contract Period | Annually |
| Term Dates | 8/1/2014 – 7/30/2015 |
| Funding Source | Safe School and General Funds |
| Expenditure Amount | \$1,840,300.10 |
| School Board Attorney Approval | Ms. Nancy Alfonso approved 9/22/2011 |
| Other | The services covered under this agreement are considered exempt from bidding as the services are for regulated utilities or government franchised services as outlined in DOE's Section 6A-1.012(12)(g). |

Date/Time: August 13, 2014 08:54:00



District School Board of Pasco County

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

Kurt S. Browning, Superintendent of Schools

www.pasco.k12.fl.us

Contact:
Ray Gadd, ASAO
813-794-2649

DATE: 8/19/2014 6:00:00 PM

TO: HONORABLE SCHOOL BOARD MEMBERS

FROM: Kurt S. Browning, Superintendent of Schools
Ray Gadd, Asst. Supt. for Administration and Operations

SUBJECT: Agreement - School Resource Officer and School Safety Programs
- City of Dade City

Introduction:

The School Board receives an annual appropriation from the Florida Legislature titled, "Safe School Fund", which is used to fund School Resource Officer (SRO) and School Safety Programs.

Description:

The Board has entered into an agreement for many years with the City of Dade City to provide SRO Programs in schools. The attached agreement will continue services from August 1, 2014, through July 31, 2015. The anticipated annual expenditure for 2014-2015 is \$94,302.00 (an increase of \$18,180 from last year), using Safe School and general funds. The services covered under this agreement are considered exempt from bidding as the services are for regulated utilities or government franchised services as outlined in DOE's Section 6A-1.012(12)(g).

Recommendation:

The staff respectfully requests retroactive Board approval of the attached School Resource Office and School Safety Program Funding Agreement 2014-2015 with the City of Dade City, retroactive to August 1, 2014.

ATTACHMENTS:

Description

Upload Date

Type

AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

SCHOOL RESOURCE OFFICER AGREEMENT

This agreement made and entered into this 1st day of August 2014 by and between the **DISTRICT SCHOOL BOARD OF PASCO COUNTY** herein referred to as the "**SCHOOL BOARD**," and the **CITY OF DADE CITY POLICE DEPARTMENT** herein referred to as "**CITY**," is for the establishment of a School Resource Officer (referred to as "SRO") Program in the public school system of Dade City.

WITNESSETH:

WHEREAS, the **SCHOOL BOARD** and **CITY** intend to provide law enforcement and related services to the public schools of **DADE CITY** as hereafter described, and

WHEREAS, the **SCHOOL BOARD** and **CITY** will mutually benefit from the SRO program.

NOW, THEREFORE, the terms of this Agreement are as follows:

ARTICLE I. The obligations of the **CITY** and SRO's are as follows:

- A) Provision of School Resource Officers. The **CITY** shall assign one regularly employed police officer to each of the following schools within the jurisdiction of the law enforcement agency:
1. Pasco Middle School
 2. Pasco High School
- B) Selection of School Resource Officer. The selection of the SRO will be made on the basis of the following evaluation criteria:
1. The SRO must have the ability to deal effectively with students. The ages, socio-economic, cultural and racial composition of the students of the particular school should be considered in making this evaluation.
 2. As a representative of the entire police agency the SRO must have the ability to present a positive image. A goal of the SRO Program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with staff and students at the particular school to which he or she is assigned.
 3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of the SRO must be of high caliber so that the SRO can effectively and accurately provide resource instructional services.
 4. The SRO must have the desire and ability to work cooperatively with the principal and his/her administrative staff.
 5. The SRO must be a State Certified Law Enforcement officer.



- C) Participation in Training: The **CITY** shall make every effort to ensure that each SRO receives standard training necessary for his/her effective functioning in a school setting. This includes, at a minimum:
1. Completion of SRO Basic training as provided by the Office of the Florida Attorney General or other appropriate agency.
 2. Participation in meetings and training opportunities offered by the **SCHOOL BOARD** and other local law enforcement agencies as requested.
- D) Regular duty hours of School Resource Officers: Each SRO will be assigned to his/her school on a full-time basis of 8 hours on those days and during those hours that school is in regular session (180 days). The SRO may be temporarily reassigned during the period of a police emergency, or during non-student days.
- E) Duties of School Resource Officers: While on-duty, each SRO shall perform, but not be limited to, the following duties:
1. Speak to classes on law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the principal, or his/her designee.
 2. Act as a resource person in the area of law enforcement education at the request of the principal.
 3. Conduct criminal investigations of violations of law on **SCHOOL BOARD** property.
 4. Provide school security and maintain the peace on **SCHOOL BOARD** property.
 5. Assist the school principal in the implementation of crisis intervention policies and procedures, including the execution of required emergency drills.
 6. Make arrests and referrals of criminal law violators.
 7. Appear at State Attorney investigations, depositions, trials and sentencing.
 8. Upon arrest, provide transport to the Juvenile Assessment Center or jail.
 9. Develop and institute special evidence-based programs to enhance the education of the student body (ex. SADD)
 10. Provide counseling to students on law enforcement related topics.
 11. Secure, handle and preserve evidence.
 12. Recover **SCHOOL BOARD** property through working with other police agencies.
 13. Make referral to social service agencies.
 14. Conduct truancy investigations.
 15. Coordinate investigation of bus stop incidents.
 16. To perform such other duties as mutually agreed upon by the principal and the supervisor of the SRO, so long as the performance of such duties is legitimately and reasonably related to the SRO Program as described in this Agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the **CITY**.
 17. To follow and conform to all school and **SCHOOL BOARD** policies and procedures that do not conflict with the policies and procedures of the **CITY**.



- F) Communication and Reporting: The **CITY** agrees to the following reporting requirements:
1. Report to the District Safety and Security Officer any high-profile criminal activity such as incidents involving firearms, sex offenses, serious injuries, allegations against staff, or substantial loss from theft, burglary or vandalism, whether occurring on or off campus and involving property, employees, or students of the Pasco County School Board, as permitted by law.
 2. Provide to the **SCHOOL BOARD** on a quarterly basis a summary of on-campus SRO activity according to a format established by the **SCHOOL BOARD**.
- G) Provision of School Crossing Guard: As part of this agreement, the **CITY** agrees to Assign (1) School Crossing Guard at Pasco Middle, to be deployed as mutually agreed by **CITY** and the **SCHOOL BOARD**.

ARTICLE II. The SRO will be an employee of **CITY** and will not be an employee of the **SCHOOL BOARD**.

- A) The **SCHOOL BOARD** shall reimburse the City of Dade City the total sum of Seventy-Six Thousand, One Hundred Twenty-Two Dollars (\$94,302.00) for the school year 2014-2015 in equal monthly installments of Six Thousand, Three Hundred Forty-Three Dollars and Fifty Cents (\$7,858.50).

ARTICLE III. The parties, their agents and employees, will cooperate in good faith fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the **SCHOOL BOARD** and the Police Chief, or their designees.

ARTICLE IV. Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the **CITY** and the **SCHOOL BOARD**.

ARTICLE V. To dismiss an SRO from his/her position at the assigned school, the following procedure must be followed: The principal will recommend to the Superintendent that the SRO be removed from the program at the school, stating the reasons for the recommendation in writing. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Superintendent, or designee, will meet with the Police Chief, or designee, to resolve any problem that may exist between the SRO and the staff at his/her assigned school. If, within a reasonable amount of time after meeting, the problem cannot be resolved then the SRO will be removed from the program at that school and a replacement will be selected within 10 days of meeting with the Police Chief or designee, the Police Chief or designee shall select a replacement SRO.

The Police Chief or his designee may reassign a SRO if necessary.



ARTICLE VI. The **SCHOOL BOARD** shall provide, to the SRO in each school to which a SRO is assigned, the following materials and facilities necessary to the performance of duties by the SRO enumerated herein:

1. Access to a private office, which is air conditioned and properly lighted, with a telephone to be used for general business purposes.
2. A location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, work table, filing cabinets, and office supplies, (i.e., paper, pencil, pens, etc.)
4. Access to a computer and/or secretarial assistance.

ARTICLE VII. This agreement shall commence on August 1, 2014 and shall continue for one year from the date thereof. This Agreement may be renewed annually, based upon written mutual agreement of both parties.

ARTICLE VIII. This Agreement may be terminated by either party upon any of the following conditions:

1. By either party giving ninety (90) days written notice of termination.
2. By failure of either party to allocate sufficient funding.
3. By either party giving thirty (30) days written notice of termination for cause.

HOLD HARMLESS:

Each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party.

CIVIL RIGHTS:

Each of the parties to this Agreement shall comply with all applicable laws, ordinances, codes and statutes of any and all local, state, or national governing bodies included in this section. Each of the parties shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

THE CITY OF DADE CITY
POLICE DEPARTMENT

THE DISTRICT SCHOOL BOARD OF
PASCO COUNTY

BY: _____
Mayor

BY: _____
Chairman

BY: _____
Chief of Police

BY: _____
Superintendent

Attest: _____

Attest: _____





District School Board of Pasco County

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

Kurt S. Browning, Superintendent of Schools

www.pasco.k12.fl.us

Contact:
Ray Gadd, ASAO
813-794-2649

DATE: 8/19/2014 6:00:00 PM

TO: HONORABLE SCHOOL BOARD MEMBERS

FROM: Kurt S. Browning, Superintendent of Schools
Ray Gadd, Asst. Supt. for Administration and Operations

SUBJECT: Agreement - School Resource Officer and School Safety Programs
- City of Zephyrhills

Introduction:

The School Board receives an annual appropriation from the Florida Legislature titled, "Safe School Fund", which is used to fund School Resource Officer (SRO) and School Safety Programs.

Description:

The Board has entered into an agreement for many years with the city of Zephyrhills to provide SRO Programs in schools. The attached agreement will continue services from August 1, 2014, through July 31, 2015. The anticipated annual expenditure for 2014-2015 is \$65,154.60, using Safe School and general funds. This is the same amount as last year. The services covered under this agreement are considered exempt from bidding as the services are for regulated utilities or government franchised services as outlined in DOE's Section 6A-1.012(12)(g).

Recommendation:

The staff respectfully requests retroactive Board approval of the attached School Resource Office and School Safety Program Funding Agreement 2014-2015 with the City of Zephyrhills, retroactive to August 1, 2014.

ATTACHMENTS:

Description

Upload Date

Type

AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

SCHOOL RESOURCE OFFICER AGREEMENT

This agreement made and entered into this 1st day of August 2014 by and between the **DISTRICT SCHOOL BOARD OF PASCO COUNTY** herein referred to as the "**SCHOOL BOARD**," and the **ZEPHYRHILLS POLICE DEPARTMENT** herein referred to as "**CITY**," is for the establishment of a School Resource Officer (referred to as "SRO") Program in the public school system of Zephyrhills.

WITNESSETH:

WHEREAS, the **SCHOOL BOARD** and **CITY** intend to provide law enforcement and related services to the public schools of **ZEPHYRHILLS** as hereafter described, and

WHEREAS, the **SCHOOL BOARD** and **CITY** will mutually benefit from the SRO program.

NOW, THEREFORE, the terms of this Agreement are as follows:

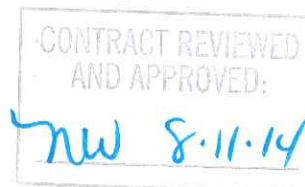
ARTICLE I. The obligations of the **CITY** and SROs are as follows:

- A) Provision of School Resource Officers. The **CITY** shall assign one regularly employed police officer to each of the following schools within the jurisdiction of the law enforcement agency:
 - 1. R.B. Stewart Middle School
 - 2. Zephyrhills High School

- B) Selection of School Resource Officer. The selection of the SRO will be made on the basis of the following evaluation criteria:
 - 1. The SRO must have the ability to deal effectively with students. The ages, socio-economic, cultural and racial composition of the students of the particular school should be considered in making this evaluation.
 - 2. As a representative of the entire police agency the SRO must have the ability to present a positive image. A goal of the SRO Program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with staff and students at the particular school to which he or she is assigned.
 - 3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of the SRO must be of high caliber so that the SRO can effectively and accurately provide resource instructional services.
 - 4. The SRO must have the desire and ability to work cooperatively with the principal and his/her administrative staff.
 - 5. The SRO must be a State Certified Law Enforcement officer.



- C) Participation in Training: The **CITY** shall make every effort to ensure that each SRO receives standard training necessary for his/her effective functioning in a school setting. This includes, at a minimum:
1. Completion of SRO Basic training as provided by the Office of the Florida Attorney General or other appropriate agency.
 2. Participation in meetings and training opportunities offered by the **SCHOOL BOARD** and other local law enforcement agencies as requested.
- D) Regular duty hours of School Resource Officers: Each SRO will be assigned to his/her school on a full-time basis of 8 hours on those days and during those hours that school is in regular session (180 days). The SRO may be temporarily reassigned during the period of a police emergency, or during non-student days.
- E) Duties of School Resource Officers: While on-duty, each SRO shall perform, but not be limited to, the following duties:
1. Speak to classes on law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the principal, or his/her designee.
 2. Act as a resource person in the area of law enforcement education at the request of the principal.
 3. Conduct criminal investigations of violations of law on **SCHOOL BOARD** property.
 4. Provide school security and maintain the peace on **SCHOOL BOARD** property.
 5. Assist the school principal in the implementation of crisis intervention policies and procedures, including the execution of required emergency drills.
 6. Make arrests and referrals of criminal law violators.
 7. Appear at State Attorney investigations, depositions, trials and sentencing.
 8. Upon arrest, provide transport to the Juvenile Assessment Center or jail.
 9. Develop and institute special evidence-based programs to enhance the education of the student body (ex. SADD)
 10. Provide counseling to students on law enforcement related topics.
 11. Secure, handle and preserve evidence.
 12. Recover **SCHOOL BOARD** property through working with other police agencies.
 13. Make referral to social service agencies.
 14. Conduct truancy investigations.
 15. Coordinate investigation of bus stop incidents.
 16. To perform such other duties as mutually agreed upon by the principal and the supervisor of the SRO, so long as the performance of such duties is legitimately and reasonably related to the SRO Program as described in this Agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the **CITY**.
 17. To follow and conform to all school and **SCHOOL BOARD** policies and procedures that do not conflict with the policies and procedures of the **CITY**.



- F) Communication and Reporting: The **CITY** agrees to the following reporting requirements:
1. Report to the District Safety and Security Officer any high-profile criminal activity such as incidents involving firearms, sex offenses, serious injuries, allegations against staff, or substantial loss from theft, burglary or vandalism, whether occurring on or off campus and involving property, employees, or students of the Pasco County School Board, as permitted by law.
 2. Provide to the **SCHOOL BOARD** on a quarterly basis a summary of on-campus SRO activity according to a format established by the **SCHOOL BOARD**.

ARTICLE II. The SRO will be an employee of **CITY** and will not be an employee of the **SCHOOL BOARD**.

- A) The **SCHOOL BOARD** shall reimburse the City of Zephyrhills the total sum of Sixty-Five Thousand, One Hundred Fifty-Four Dollars and Sixty Cents (\$65,154.60) for the school year 2014-2015 in equal monthly installments of Five Thousand, Four Hundred Twenty-Nine Dollars and Fifty-Five Cents (\$5,429.55).

ARTICLE III. The parties, their agents and employees, will cooperate in good faith fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the **SCHOOL BOARD** and the Police Chief, or their designees.

ARTICLE IV. Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the **CITY** and the **SCHOOL BOARD**.

ARTICLE V. To dismiss an SRO from his/her position at the assigned school, the following procedure must be followed: The principal will recommend to the Superintendent that the SRO be removed from the program at the school, stating the reasons for the recommendation in writing. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Superintendent, or designee, will meet with the Police Chief, or designee, to resolve any problem that may exist between the SRO and the staff at his/her assigned school. If, within a reasonable amount of time after meeting, the problem cannot be resolved then the SRO will be removed from the program at that school and a replacement will be selected within 10 days of meeting with the Police Chief or designee, the Police Chief or designee shall select a replacement SRO.

The Police Chief or his designee may reassign a SRO if necessary.



ARTICLE VI. The **SCHOOL BOARD** shall provide, to the SRO in each school to which a SRO is assigned, the following materials and facilities necessary to the performance of duties by the SRO enumerated herein:

1. Access to a private office, which is air conditioned and properly lighted, with a telephone to be used for general business purposes.
2. A location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, work table, filing cabinets, and office supplies, (i.e., paper, pencil, pens, etc.)
4. Access to a computer and/or secretarial assistance.

ARTICLE VII. This agreement shall commence on August 1, 2014 and shall continue for one year from the date thereof. This Agreement may be renewed annually, based upon written mutual agreement of both parties.

ARTICLE VIII. This Agreement may be terminated by either party upon any of the following conditions:

1. By either party giving ninety (90) days written notice of termination.
2. By failure of either party to allocate sufficient funding.
3. By either party giving thirty (30) days written notice of termination for cause.

HOLD HARMLESS:

Each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party.

CIVIL RIGHTS:

Each of the parties to this Agreement shall comply with all applicable laws, ordinances, codes and statutes of any and all local, state, or national governing bodies included in this section. Each of the parties shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

THE CITY OF
ZEPHYRHILLS POLICE DEPARTMENT

THE DISTRICT SCHOOL BAORD OF
PASCO COUNTY

BY: *Chas. P. S.*
City Council President

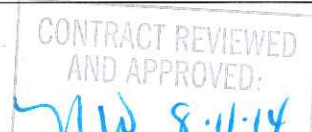
BY: _____
Chairman

BY: *D. J. S.*
Chief of Police

BY: _____
Superintendent

Attest: *Terri P. B...*

Attest: _____





District School Board of Pasco County

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

Kurt S. Browning, Superintendent of Schools

www.pasco.k12.fl.us

Contact:

Ray Gadd, ASAO

813-794-2649

DATE: 8/19/2014 6:00:00 PM

TO: HONORABLE SCHOOL BOARD MEMBERS

FROM: Kurt S. Browning, Superintendent of Schools
Ray Gadd, Asst. Supt. for Administration and Operations

SUBJECT: Agreement - School Resource Officer and School Safety Programs
- City of New Port Richey

Introduction:

The School Board receives an annual appropriation from the Florida Legislature titled, "Safe School Fund", which is used to fund School Resource Officer (SRO) and School Safety Programs.

Description:

The Board has entered into an agreement for many years with the City of New Port Richey to provide SRO Programs in schools. The attached agreement will continue services from August 1, 2014, through July 31, 2015. The anticipated annual expenditure for 2014-2015 is \$87,507.61, using Safe School and general funds. This is same amount as last year. The services covered under this agreement are considered exempt from bidding as the services are for regulated utilities or government franchised services as outlined in DOE's Section 6A-1.012(12)(g).

Recommendation:

The staff respectfully requests Board approval of the attached School Resource Office and School Safety Program Funding Agreement 2014-2015 with the City of New Port Richey, retroactive to August 1, 2014.

ATTACHMENTS:

Description

Upload Date

Time

AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

Contract #
2015000246

SCHOOL RESOURCE OFFICER AGREEMENT

This agreement made and entered into this 1st day of August 2014 by and between the **DISTRICT SCHOOL BOARD OF PASCO COUNTY** herein referred to as the "**SCHOOL BOARD**," and the **CITY OF NEW PORT RICHEY POLICE DEPARTMENT** herein referred to as "**CITY**," is for the establishment of a School Resource Officer (referred to as "SRO") Program in the public school system of New Port Richey.

WITNESSETH:

WHEREAS, the **SCHOOL BOARD** and **CITY** intend to provide law enforcement and related services to the public schools of **NEW PORT RICHEY** as hereafter described, and

WHEREAS, the **SCHOOL BOARD** and **CITY** will mutually benefit from the SRO program.

NOW, THEREFORE, the terms of this Agreement are as follows:

ARTICLE I. The obligations of the **CITY** and SRO's are as follows:

- A) Provision of School Resource Officers. The **CITY** shall assign one regularly employed police officer to each of the following schools within the jurisdiction of the law enforcement agency:
1. Gulf Middle School
 2. Harry Schwettman Education Center / Richey Elementary
- B) Selection of School Resource Officer. The selection of the SRO will be made on the basis of the following evaluation criteria:
1. The SRO must have the ability to deal effectively with students. The ages, socio-economic, cultural and racial composition of the students of the particular school should be considered in making this evaluation.
 2. As a representative of the entire police agency the SRO must have the ability to present a positive image. A goal of the SRO Program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with staff and students at the particular school to which he or she is assigned.
 3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of the SRO must be of high caliber so that the SRO can effectively and accurately provide resource instructional services.
 4. The SRO must have the desire and ability to work cooperatively with the principal and his/her administrative staff.
 5. The SRO must be a State Certified Law Enforcement officer.



- C) Participation in Training: The **CITY** shall make every effort to ensure that each SRO receives standard training necessary for his/her effective functioning in a school setting. This includes, at a minimum:
1. Completion of SRO Basic training as provided by the Office of the Florida Attorney General or other appropriate agency.
 2. Participation in meetings and training opportunities offered by the **SCHOOL BOARD** and other local law enforcement agencies as requested.
- D) Regular duty hours of School Resource Officers: Each SRO will be assigned to his/her school on a full-time basis of 8 hours on those days and during those hours that school is in regular session (180 days). The SRO may be temporarily reassigned during the period of a police emergency, or during non-student days.
- E) Duties of School Resource Officers: While on-duty, each SRO shall perform, but not be limited to, the following duties:
1. Speak to classes on law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the principal, or his/her designee.
 2. Act as a resource person in the area of law enforcement education at the request of the principal.
 3. Conduct criminal investigations of violations of law on **SCHOOL BOARD** property.
 4. Provide school security and maintain the peace on **SCHOOL BOARD** property.
 5. Assist the school principal in the implementation of crisis intervention policies and procedures, including the execution of required emergency drills.
 6. Make arrests and referrals of criminal law violators.
 7. Appear at State Attorney investigations, depositions, trials and sentencing.
 8. Upon arrest, provide transport to the Juvenile Assessment Center or jail.
 9. Develop and institute special evidence-based programs to enhance the education of the student body (ex. SADD)
 10. Provide counseling to students on law enforcement related topics.
 11. Secure, handle and preserve evidence.
 12. Recover **SCHOOL BOARD** property through working with other police agencies.
 13. Make referral to social service agencies.
 14. Conduct truancy investigations.
 15. Coordinate investigation of bus stop incidents.
 16. To perform such other duties as mutually agreed upon by the principal and the supervisor of the SRO, so long as the performance of such duties is legitimately and reasonably related to the SRO Program as described in this Agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the **CITY**.
 17. To follow and conform to all school and **SCHOOL BOARD** policies and procedures that do not conflict with the policies and procedures of the **CITY**.



- F) Communication and Reporting: The **CITY** agrees to the following reporting requirements:
1. Report to the District Safety and Security Officer any high-profile criminal activity such as incidents involving firearms, sex offenses, serious injuries, allegations against staff, or substantial loss from theft, burglary or vandalism, whether occurring on or off campus and involving property, employees, or students of the Pasco County School Board, as permitted by law.
 2. Provide to the **SCHOOL BOARD** on a quarterly basis a summary of on-campus SRO activity according to a format established by the **SCHOOL BOARD**.

ARTICLE II. The SRO will be an employee of **CITY** and will not be an employee of the **SCHOOL BOARD**.

- A) The **SCHOOL BOARD** shall reimburse the City of New Port Richey the total sum of Eighty Seven Thousand, Five Hundred Seven Dollars and Sixty- One Cents (\$87,507.61) for the school year 2014-2015 in eleven monthly installments of Seven Thousand, Two Hundred Ninety-Two Dollars and Thirty Cents (\$7,292.30) with the final payment in the amount of Seven Thousand, Two Hundred Ninety-Two Dollars and Thirty-One Cents (\$7,292.31).

ARTICLE III. The parties, their agents and employees, will cooperate in good faith fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the **SCHOOL BOARD** and the Police Chief, or their designees.

ARTICLE IV. Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the **CITY** and the **SCHOOL BOARD**.

ARTICLE V. To dismiss an SRO from his/her position at the assigned school, the following procedure must be followed: The principal will recommend to the Superintendent that the SRO be removed from the program at the school, stating the reasons for the recommendation in writing. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Superintendent, or designee, will meet with the Police Chief, or designee, to resolve any problem that may exist between the SRO and the staff at his/her assigned school. If, within a reasonable amount of time after meeting, the problem cannot be resolved then the SRO will be removed from the program at that school and a replacement will be selected within 10 days of meeting with the Police Chief or designee, the Police Chief or designee shall select a replacement SRO.

The Police Chief or his designee may reassign a SRO if necessary.



ARTICLE VI. The **SCHOOL BOARD** shall provide, to the SRO in each school to which a SRO is assigned, the following materials and facilities necessary to the performance of duties by the SRO enumerated herein:

1. Access to a private office, which is air conditioned and properly lighted, with a telephone to be used for general business purposes.
2. A location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, work table, filing cabinets, and office supplies, (i.e., paper, pencil, pens, etc.)
4. Access to a computer and/or secretarial assistance.

ARTICLE VII. This agreement shall commence on August 1, 2014 and shall continue for one year from the date thereof. This Agreement may be renewed annually, based upon written mutual agreement of both parties.

ARTICLE VIII. This Agreement may be terminated by either party upon any of the following conditions:

1. By either party giving ninety (90) days written notice of termination.
2. By failure of either party to allocate sufficient funding.
3. By either party giving thirty (30) days written notice of termination for cause.

HOLD HARMLESS:

Each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party.

CIVIL RIGHTS:

Each of the parties to this Agreement shall comply with all applicable laws, ordinances, codes and statutes of any and all local, state, or national governing bodies included in this section. Each of the parties shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

THE CITY OF NEW PORT RICHEY
~~POLICE DEPARTMENT~~

BY: _____

Mayor

BY: _____

Chief of Police

Attest: _____

THE DISTRICT SCHOOL BOARD OF
PASCO COUNTY

BY: _____

Chairman

BY: _____

Superintendent

Attest: _____



District School Board of Pasco County

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

Kurt S. Browning, Superintendent of Schools

www.pasco.k12.fl.us

Contact:

Ray Gadd, ASAO

813-794-2649

DATE: 8/19/2014 6:00:00 PM

TO: HONORABLE SCHOOL BOARD MEMBERS

**FROM: Kurt S. Browning, Superintendent of Schools
Ray Gadd, Asst. Supt. for Administration and Operations**

**SUBJECT: Agreement - School Resource Officer and School Safety Programs
- Pasco County Sheriff's Office**

Introduction:

The School Board receives an annual appropriation from the Florida Legislature titled, "Safe School Fund", which is used to fund School Resource Officer (SRO) and School Safety Programs.

Description:

The Board has entered into an agreement for many years with the Pasco County Sheriff's Office to provide SRO Programs in schools.

The attached agreement will continue services from July 1, 2014, through June 30, 2015. The anticipated annual expenditure for 2014-2015 is \$1,593,335.94 (an increase of \$43,163.43 from last year), using Safe School and general funds. The services covered under this agreement are considered exempt from bidding as the services are for regulated utilities or government franchised services as outlined in DOE's Section 6A-1.012(12)(g).

Strategic Focus: Provide Equitable Support Systems

Strategic Plan Goal: The District will ensure fiscal responsibility and equitable distribution of resources.

Recommendation:

The staff respectfully requests Board approval of the attached School Resource Office and School Safety Program Funding Agreement 2014-2015 with the Pasco County Sheriff's Office, retroactive to July 1, 2014.

ATTACHMENTS:

SCHOOL RESOURCE OFFICER
SCHOOL SAFETY PROGRAMS
FUNDING AGREEMENT
2014-2015

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.



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 Five Hundred Ninety-Three Thousand Three Hundred Thirty-Five Dollars and Ninety Four Cents (\$1,593,335.94) as a contribution for the services described for the fiscal year July 1, 2014, through June 30, 2015. Payment of these funds will be made in four installments. The first payment will be Three Hundred Ninety-Eight Thousand Three Hundred Thirty-Three Dollars and Ninety Seven Cents (\$398,333.97) and is due on or before September 20, 2014, 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 Ninety-Eight Thousand Three Hundred Thirty-Three Dollars and Ninety Nine Cents (\$398,333.99) and will be due on December 30, 2014, March 31, 2015, and June 30, 2015.

CONTRACT REVIEWED
AND APPROVED:
NW 8.11.14

3. Pay any hours worked in excess of eighty-five (85) per pay period by any school based SRO or Support 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.

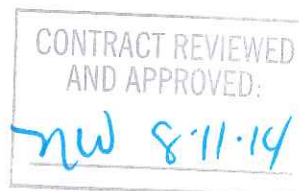
- A. The School Safety Director will review any complaint received about the performance of an SRO. If an inquiry is necessary, it will be conducted in accordance with Pasco Sheriff's Office General Orders.
- B. A principal who is not satisfied with the result of the inquiry may write a memorandum stating 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

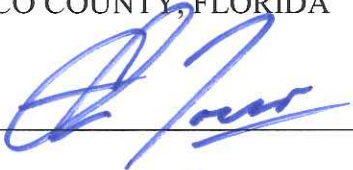
Changes in the terms of this Agreement must be in writing and will take effect only after approval by both parties.

ARTICLE XI

This Agreement will expire on June 30, 2015, 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: 7/29/14


Signature _____ Date

Nicole Westmoreland, MBA, Purchasing Agent
District School Board of Pasco County

DISTRICT SCHOOL BOARD OF
PASCO COUNTY

By: _____
School Board Chairperson

Date: 8.12.14

Kurt S. Browning, Superintendent

Date: _____