

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, between the **SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA** (referred to herein as the "Board"), and **THE CITY OF CLEARWATER**, (referred to herein as "Clearwater P.D."), is for the services to be provided by the Clearwater P.D. for the School Resource Officer Program ("SRO Program").

WITNESSETH:

WHEREAS, the parties hereto value the collaboration and cooperation fostered by the SRO Program and believe that all of society benefits when the safety of children is improved, where the threat of crime and disorder is reduced, the learning environment is improved, and the true mission of teachers becomes more achievable; and

WHEREAS, the SRO Program provides an opportunity for students and law enforcement officers to have positive interaction with one another which enhances law enforcement officers' service to the community, and

WHEREAS, the Board and The City of Clearwater intend to provide law enforcement and related services to the public schools of Pinellas County as hereafter described, and

WHEREAS, the Board and Clearwater P.D. will mutually benefit from the SRO Program.,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. The Obligations of Clearwater P.D. and the SROs are as follows:

A. Provision of School Resource Officers. The Clearwater P.D. shall assign one regularly employed officer at each of the following schools: Clearwater High School, Countryside High School, and Oak Grove Middle School.

B. Designation and Selection of School Resource Officers. SROs have a dual role at the schools in which they serve. They serve as law enforcement officers and as "school officials" who may have a legitimate educational interest in information contained in the education records within the meaning of 20 U.S.C. §1232g and F.S. §1002.221.

The Chief of Clearwater P.D., or his designee, in consultation with the Principal of the school to which the SRO will be assigned shall select the SRO on the basis of the following criteria.

1. The SRO must have the ability to deal effectively with students. The ages, socioeconomic, and cultural composition of the students of the particular school should be considered in making this evaluation.

2. The SRO must have the ability to present a positive image and symbol of the entire police agency. 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 the 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 teaching services. The SRO will spend as much time as practical in classroom instruction, dependent upon time constraints and workload. The SRO and the Principal will formulate an acceptable plan consistent with the circumstances and the needs of the school.

4. The SRO must have the desire and ability to work cooperatively with the Principal and his administrative staff.

5. The SRO must be a state certified Law Enforcement Officer.

C. Regular Duty Hours/Absences of the School Resource Officers

1. The SRO will be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. The SRO's specific duty hours shall be determined by the SRO supervisor in consultation with the principal, to reflect the needs of the individual school. In each case the agency shall ensure that SROs are present during regular school hours, and those routine duties that require an absence from campus should be accomplished either prior to or after regular school hours. The SRO may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist, by the Chief of Clearwater P.D.

2. If it is necessary for the assigned SRO to be absent from school for less than a full day, the SRO will notify the Principal and provide instructions on how emergency police service may be obtained in his/her absence. If it is necessary for the assigned SRO to be absent from school for a full day or more, the Clearwater P.D. shall supply a substitute SRO.

D. Duties of School Resource Officers. While on duty, the SRO shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the Principal.

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. The Clearwater Police Department and the District agree that petty acts of misconduct and misdemeanors, including, but not limited to, minor fights or disturbances, should ordinarily not be referred to law enforcement for prosecution and should not ordinarily result in a student arrest. The District encourages schools to use alternatives to expulsion or referral to law enforcement agencies unless the use of such alternatives will pose a threat to school safety. Individual SRO's are encouraged to exercise discretion and to divert student offenders to school

based discipline or community based diversion where appropriate and authorized by department policy and applicable law.

4. Provide school-based security and maintain the peace on School Board property, to include in assisting with the development, implementation and evaluation of security programs/crisis plans in their assigned school when requested.

5. Make arrests and referrals of criminal law violators.

6. Appear at State Attorney investigations, depositions, trials and sentencing.

7. Provide transportation to the Pinellas County Juvenile Assessment Center (PJAC), Juvenile Addiction Receiving Facility (JARF), and County Jail.

8. Coordinate Emergency Medical Service (EMS) at the request of the Principal, or his/her designee.

9. Receive and dispatch complaints via telephone, walk-in and radios.

10. Develop, implement, and evaluate security programs in the school assigned.

11. Coordinate with school administrators, faculty and staff, law enforcement agencies, and courts to provide school-based security to maintain the peace and promote order on the school campuses.

12. Cooperate with Pinellas County Schools Police in connection with the creation and maintenance of all records, including security and surveillance camera recordings whether recorded by video tape, digital or other medium, and whether recorded at a school site or school bus, witness or suspect statements, interviews or other documents made in connection with the law enforcement duties set forth in this Agreement. Such records shall constitute "law enforcement records" within the meaning of 34 CFR § 99.8(b) (i)-(iii). When such records are made available to school administration for disciplinary or other legitimate educational purposes they shall also constitute confidential student records subject to the Family Educational Rights and Privacy Act, 20 U.S.C §1232g; 34 CFR Part 99, and §§1002.22, 1002.221, F.S. The SRO shall comply with all laws and policies applicable to such records in both their law enforcement and student record capacities.

13. Maintain a file on property reported lost and/or stolen at the SRO's school.

14. Provide counseling or referrals to students as needed.

15. Secure, handle and preserve evidence.

16. Recover School Board property through working with other police agencies.

17. Make referrals to social agencies.

18. Relay messages in emergency situations (such as, tornadoes, or hurricanes)

19. Provide special truancy investigations and prepare for prosecution.

20. Coordinate investigation of bus stop incidents.

21. Wear the official police uniform which shall be provided at the expense of the law enforcement agency; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the Principal and the SRO supervisor.

22. Perform such other duties as mutually agreed upon by the Principal and the SRO, so long as the performance of such duties are legitimately and reasonably related to the SRO Program as described in this Agreement, and so long as the duties are consistent with State and Federal law and the policies and procedures of the Clearwater P.D.

23. Follow and conform to the School Board Policy Manual, which is available at each school site and F.S. §1006.12, that does not conflict with the policies and procedures of the Clearwater P.D. The parties to this agreement shall abide by all Federal and State Civil Rights legislation including the Civil Rights Act of 1964 and its' subsequent amendments.

24. Provide a Monthly Activities Report or such other report regarding his/her activities, as may be required by the Superintendent or designee. A copy of the report shall be provided to the principal on a monthly basis.

25. SROs are recognized as an active part of the school's administrative team. Their duties as a team member reflect their agency's directions and lend their expertise to the review of activities, duty assignments, scheduling and identification of potential problems.

26. The Clearwater Police Department will provide an opportunity for Principals to provide input on the SRO's performance

E. Support Services to be Provided by Clearwater P.D. The Clearwater P.D. shall supply the following support services for SROs:

1. Maintain and file Uniform Crime Reporting (UCR) records according to law.

2. Maintain a dispatch log, consistent with accepted law enforcement management practices.

3. Provide copies of all reports taken by the School Resource Officer to the Pinellas County Schools Police, upon request, as the law allows.

4. Provide each SRO with a patrol automobile and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by the Clearwater P.D.

5. Maintain copies of reports generated by officers in compliance with State and Federal laws.

6. Maintain fingerprints and photographs of arrestees in compliance with State and Federal laws.

ARTICLE II. Relationship of SROs to Board and Clearwater P.D

The SRO shall be an employee of the Clearwater P.D. and not an employee of the Board. The Clearwater P.D. shall be responsible for the hiring, training, discipline, and dismissal of its personnel. Board employees shall report allegations of improper conduct to the SRO's immediate supervisor or to the department's internal affairs section. Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO.

ARTICLE III. Charges for SRO Services

In consideration of the services provided herein, the Board shall pay to the City of Clearwater the sum of \$54,858.96 (Fifty Four Thousand Eight Hundred Fifty Eight Dollars and Ninety Six Cents) for each of the three SROs totaling the sum of \$164,576.88 (One Hundred Sixty Four Thousand Five Hundred Seventy Six Dollars and Eighty Eight Cents) for the 2015-2016 contractual term

To the extent that security services are provided by Clearwater P.D. at school functions occurring after regular school hours, Clearwater P D shall be paid in accordance with the Clearwater P.D. salary policy and procedures. The school at which such services are provided, shall be billed for such services within thirty (30) days from the date of service, and any services provided during May shall be submitted no later than the 15th of June.

ARTICLE IV. Problem Resolution.

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

ARTICLE V. Amendments.

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the Clearwater P D. and the Board.

ARTICLE VI. Transfer of SROs.

Both the School Board and Clearwater P.D. desire to avoid the transfer of an SRO at the request of a principal. Therefore, except in egregious circumstances when the SRO's behavior warrants immediate removal, the following procedures must be followed:

A. Principals should engage in good personnel management practices to include discussing any issues or concerns with the SRO first, followed by consultation with the SRO's supervisor if necessary.

B. If, after sufficient time has been given for the SRO to modify his/her performance, and concerns still exist, then the Principal will recommend to the Area Superintendent that the SRO be transferred from the school, stating the reasons for the recommendation in writing.

C. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Area Superintendent, or designee, will confer with the Chief, or designee, to attempt to resolve any problem that may exist between the SRO and the staff at his/her assigned school.

1. With the agreement of the Superintendent and the Chief, or their designees, the SRO, or specified members of the staff from the school, may be required to be present at that meeting.

2. If, within a reasonable amount of time, the problem cannot be resolved in the opinion of both the Superintendent and Chief, or their designees, then the SRO will be transferred from the school and a replacement will be selected, as provided elsewhere in this Agreement.

This Article does not provide the SRO any rights separate and apart from those found in Clearwater P.D.'s collective bargaining agreement with its union. Only the Clearwater P.D., and not individual SROs, can seek enforcement of the provisions of this Agreement. Nothing herein shall preclude the Clearwater P.D. from unilaterally transferring the SRO at its sole discretion.

ARTICLE VII. Term of Agreement.

The term of this Agreement shall be for 1 year beginning on July 1, 2015 through June 30, 2016. Notwithstanding the expiration of the term of this Agreement on June 30, 2016, and provided that the Agreement has not been terminated as provided in Article IX herein, the Superintendent or designee may provide notice of his intention to continue the services of the Clearwater P.D. as provided for herein, and the terms of this Agreement shall automatically continue until a replacement contract has been fully negotiated, executed and approved. The Board shall continue to pay to the Clearwater P.D. on a monthly basis the amount due under this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, shall be retroactively applied for services rendered after June 30, 2016 when the replacement contract has been negotiated, executed and approved.

ARTICLE VIII. Materials and Facilities Supplied by Board.

The Board shall provide the SRO, in each school to which an SRO is assigned, the following materials and facilities necessary to the performance of duties by the SRO:

A. Access to a private office which is air conditioned and properly lighted, with a telephone, to be used for general business purposes. Whenever practicable, the SRO will be provided with a private office. Upon request, SROs will be provided free access to the Board's computer network to the extent that it is economically practicable. Clearwater P.D. will provide the computer hardware to be utilized by the SRO, although each individual school may provide such hardware in its sole discretion. If access is provided, existing school security procedures must be followed, to include secure network access for both the computer and user. Network use must conform to school board policy 7540.04, Use of Electronic Resources

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 (e.g. paper, pencil, pens, etc.).

D. Access to a typewriter and/or secretarial assistance

E. The SRO will be issued keys for complete access on the campus to which he/she is assigned in accordance with the school safety plan. In the event these keys are lost

misplaced, or stolen through negligence, the cost of any re-keying of the facility shall be borne equally by the law enforcement agency and the Board.

ARTICLE IX Termination.

This Agreement may be terminated by either party for cause upon seven (7) days written notice that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.

ARTICLE X. Defense of Legal Actions.

A. Subject to the limitations contained in F.S. §111 07, the Clearwater P.D. shall defend any lawsuit filed against the Clearwater P.D. or the SRO which arises out of services performed by the Clearwater P.D. Clearwater P.D. procedures shall be followed in handling such suits. The Clearwater P.D. shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. §768.28 as the same applies to both the Clearwater P.D. and the Board.

B The Board shall defend any lawsuit filed against the Board which arises out of services performed by the Board. Board procedures shall be followed in handling such suits. The Board shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. §768.28 as the same applies to both the Board and the Clearwater P.D.

ARTICLE XI. Miscellaneous.

A. Assignment This Agreement may not be assigned without the written consent of the Clearwater P.D. and the Board

B. Severability Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this contract.

C. Notification. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

Clearwater P.D. to:
Chief of Police, Clearwater P.D.
645 Pierce St.
Clearwater, FL 33756

Copy to:
City Attorney, City of Clearwater
112 S. Osceola Ave.
Clearwater, FL 33756

Board to:
Chief of Police
Pinellas County Schools Police
11111 S. Belcher Rd
Largo, FL 33773

Copy to:
Office of School Board Attorney
Pinellas County School Board
301 4th St. SW
Largo, FL 33770

D. Waiver. No act or omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

E. Governing Law and Venue. This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida. Venue for any action brought in Federal court shall be in the Middle District of Florida, Tampa Division.

F. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

G. Due Authority. Each party to this Amendment represents and warrants to the other party that (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Amendment to so execute the same and fully bind the parties on whose behalf they are executing.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the _____ day of _____, 2015.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____

Attest: _____

Print: _____

Chairman

Print: _____

Ex-Officio Secretary

Approved as to form:

Sign: David Koperski

Print: David Koperski

School Board Attorney,
Pinellas County Schools

Print: _____

City Attorney

Countersigned:

George N. Cretekos

George N. Cretekos
Mayor

CITY OF CLEARWATER, FLORIDA

By: William B. Horne II

William B. Horne II
City Manager

Approved as to form:

Robert J. Surette

Robert J. Surette
Assistant City Attorney

Attest:

Rosemarie Call

Rosemarie Call
City Clerk

