

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, 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

December 1, 2009

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPB, Purchasing Agent *KDG/AC*

RE: School Resource Officer Agreement
Dade City Police Department

The School District has numerous agreements with various police departments in order to provide law enforcement and related services to the District. Please reference the attached memo from Ms. Ruth Reilly, Assistant Superintendent for Curriculum and Instruction Services, for further information regarding this agreement.

At this time, we respectfully request that the Board retroactively approve the attached agreement for School Resource Officers. This agreement will continue through June 30, 2010. It is anticipated that annual expenditures will be \$76,122.00, using Safe School and general funds. The specific services are outlined in the agreement and are attached for your perusal. 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).

Should you have any questions regarding this matter, please contact Ms. Ruth Reilly or me at your earliest convenience.

KDG/acf

Attachments

DATE/TIME: NOVEMBER 23, 2009 11:02:00




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

Contact: Lizette Alexander, Director, x42362 

DATE: December 1, 2009

TO: HONORABLE SCHOOL BOARD MEMBERS

FROM: Heather Fiorentino, Superintendent
Ruth B. Reilly, Asst. Supt., Curriculum & Instructional Services 

SUBJECT: **SCHOOL RESOURCE OFFICER CONTRACT
FOR THE DADE CITY POLICE DEPARTMENT
FOR 2009/2010**

Introduction

The Board approved District funding of the School Resource Officer (SRO) Program on August 18, 2009, which included funding for the New Port Richey Police Department, Dade City Police Department, Zephyrhills Police Department and the Pasco County Sheriff's Office.

Description

The contract with the Dade City Police Department was not included with the original contracts. It is now being submitted for Board approval. Funding for the contract was part of the original contracts submitted on August 18, 2009 (Item 7.5).

Action Requested

The staff requests approval of the SRO Program contract with the Dade City Police Department in the amount of \$76,122.00.

Conclusion

The staff respectfully requests Board approval of the SRO Program contract with the Dade City Police Department in the amount of \$76,122.00.

received
11/20/09

AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

SCHOOL RESOURCE OFFICER AGREEMENT

This agreement made and entered into this 1st day of August 2009 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.

CONTRACT REVIEWED
AND APPROVED:
KDG/KZ 11/20/09

- 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**.

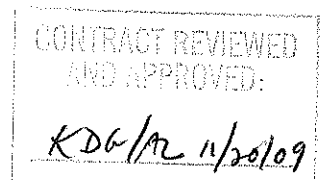
- A) The **SCHOOL BOARD** shall reimburse the City of Dade City the total sum of Seventy-Six Thousand, One Hundred Twenty-Two Dollars (\$76,122.00) for the school year 2009-10 in equal monthly installments of Six Thousand, Three Hundred Forty-Three Dollars and Fifty Cents (\$6,343.50).

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, 2009 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: Raymond E. Wilburn
Chief of Police

BY: _____
Superintendent

Attest: James D. Class

Attest: _____

CONTRACT REVIEWED
(AND APPROVED):
KDG/12 11/20/09