

**AGREEMENT FOR SERVICES AND MUTUAL COOPERATION
SCHOOL RESOURCE OFFICER AGREEMENT**

2022-2025

This agreement made and entered into 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 schools in 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.

WHEREAS, the **SCHOOL BOARD** and **CITY** recognize that this Agreement provides the mechanism for the performance of their respective obligations under law, including the requirements of Florida Statutes Chapter 1006.

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. Gulf Middle School
2. Gulf 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. Each SRO must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention as outlined in SB 590.
 3. Participation in meetings and training opportunities offered by the **SCHOOL BOARD** and other local law enforcement agencies as requested.
- D) The **CITY** acknowledges that all School Resource Officers certified by the City have undergone and successfully passed criminal background checks, drug testing, and a psychological evaluation during the **CITY**'s hiring process and have completed mental health evaluation training using a curriculum developed by a national organization with expertise in mental health crisis intervention. A copy certifying that each SRO has successfully completed the mental health evaluation training will be provided to the Chief of Safety and Emergency Operations by the **CITY** in electronic form at the beginning of each school year and/or when a new SRO transfers into the SRO unit.
- E) 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. If the SRO is reassigned during a student day, the **CITY** will assign another law enforcement officer in his/her place. The **CITY** will ensure that there is law enforcement coverage in each school at all times when school is in session during the regular school calendar. If SROs are needed for summer school, representatives of the **BOARD** and the **CITY** will meet prior to the start of the summer session to determine:
1. The number of officers needed for the summer session.
 2. The schools to be covered and the schedule for each officer including the hours to be worked.
 3. The total number of officers needed as well as the hours required to be provided to prepare an itemized bill.
 4. The **BOARD** will send full payment within twenty (20) days of the invoice.
- F) 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 and consult with school personnel regarding procedures for appropriate delinquent acts and crimes as required by 1006.13(4) Fla. Stat. (2019).
 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. Work with school-based personnel to complete the law enforcement on-site evaluation associated with the Florida Safe Schools Assessment Tool (FSSAT).
 17. 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**.
 18. 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**.
- G) Communication and Reporting: The **CITY** agrees to the following reporting requirements:

1. Report to the SCHOOL BOARD's Chief of Safety and Emergency Operations and Pasco Sheriff's Office Youth Services Lieutenant any investigation or response to potential threats that may endanger students or schools facilities, 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 statistical data to the SCHOOL BOARD's Chief of Safety and Emergency Operations and Pasco Sheriff's Office Youth Services Lieutenant on a monthly basis. These statistics will consist of the following data points: physical arrests, notices to appear, cases referred (non-arrest) to the State Attorney's Office, Baker Acts, Trespass Warnings, Youth Diversion Referrals, and Civil Citations. These data points will be broken out by: felony or misdemeanor levels, age, gender, ethnicity, and disability type with regard to the involved students.
 3. Collaborate with the SCHOOL BOARD's Chief of Safety and Emergency Operations and the Pasco Sheriff's Office Youth Services Lieutenant regarding the BOARD's overall safety and security plans.
- H) To assist the SCHOOL BOARD with requirements to document Safe School Officer coverage on each of its campuses each school day, School Resource Officers and any temporary coverage will be required to check in each day upon arrival to campus with the BOARD's Raptor system.

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 One Hundred and Three Thousand Eighty Dollars and Fifty-Eight Cents (\$103,080.58) for the school year 2022-2023 in eleven (11) monthly installments of Eight Thousand Five Hundred and Ninety Dollars and Four Cents (\$8,590.04) and one payment of Eight Thousand Five Hundred and Ninety Dollars and Fourteen Cents (\$8,590.14).
 - 1) In the event that some or all school sites are closed to students for extended periods as a result of Local, State, or Federal emergency orders, then the parties shall meet to negotiate the impact of such closing upon the total contract compensation.
- B) The **SCHOOL BOARD** school based administration shall consult with the SRO regarding procedures for appropriate delinquent acts and crimes as required by 1006.13(4) Fla. Stat. (2019).

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 School Safety Lieutenant or designee will report the results to the Chief of Safety and Emergency Operations and assist with any reporting requirements as specified in Article V.

The Police Chief or his designee may reassign a SRO if necessary. If the SRO is reassigned, the CITY will assign another law enforcement officer in his/her place.

If staffing permits, the CITY will make every effort to provide law enforcement coverage at a school regularly covered by the BOARD's School Safety Guard program upon request of the BOARD in the event that the Board has exhausted all available options for coverage with a School Safety Guard.

Within twenty-four (24) hours of occurrence, notify the BOARD's Chief of Safety and Emergency Operations in the event of an SRO discharging a firearm in the exercise of safe-school officer duties to allow the Chief of Safety and Emergency Operations to fulfill reporting requirements to the Office of Safe Schools as required by Florida Statutes Section 1006.12(5) and Fla. Admin. Code R. 6A-10018.

Within twenty-four (24) hours of an SRO's discipline, dismissal, placement on administrative leave, or reassignment pending completion of an investigation, notify the BOARD's Chief of Safety and Emergency Operations to allow the Chief of Safety and Emergency Operations to fulfill reporting requirements to the Office of Safe Schools as required by Fla. Admin. Code R. 6A-10018. For purposes of this notification requirement, discipline means receiving a behavior-related official reprimand.

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 will expire on July 30, 2025. Article II of this Agreement may be reopened each June upon request from the CITY. Any other Article of this Agreement may be reopened upon request of either party if any item is affected by legislation or by mutual consent of both parties. During any reopening of negotiations for changes to take effect during

the term of this Agreement, the existing provisions of the Agreement shall remain in full force and effect until modified sections are executed.

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.

CONFIDENTIALITY OF EDUCATION RECORDS:

Notwithstanding any provision to the contrary within this Agreement and except only with regard to educational records to which it was granted access, **CITY** shall:

- fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99); and any other state or federal law or regulation regarding their use and the confidentiality, and any authorized redisclosure, of student information and records;
- hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to **SCHOOL BOARD** upon request;
- safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

- utilize the education records solely for the purposes contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- notify **SCHOOL BOARD** Director of Technology and Information Services immediately upon discovery of a breach of confidentiality of education records by telephone at (813) 794-2416 and email the Director of Technology and Information Services, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- fully cooperate with appropriate **SCHOOL BOARD** staff, to resolve any privacy investigations and concerns in a timely manner;
- prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse **SCHOOL BOARD** any direct costs incurred by **SCHOOL BOARD** for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- be responsible for any fines or penalties, including any assessed to the **SCHOOL BOARD**, for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- provide **SCHOOL BOARD** with the name and contact information of its employee who shall serve as **SCHOOL BOARD**'s primary security contact and shall be available to assist **SCHOOL BOARD** in resolving obligations associated with a security breach of confidentiality of education records; and
- securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using DoD 5220.22-M data sanitization methods with multiple overwrites for platter drives and physical destruction, preferably shredding, of solid-state drives.


Ownership of Education Records. All education records shall remain the property of **SCHOOL BOARD**, and any party contracting with **SCHOOL BOARD** serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at **SCHOOL BOARD**'s request, return to **SCHOOL BOARD** or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide **SCHOOL BOARD** with a written acknowledgment of said disposition.

Educational Records Indemnity. **THE CITY** shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless **SCHOOL BOARD** and its officers and employees for any violation of this section, including, without limitation, defending **SCHOOL BOARD** and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon **SCHOOL BOARD**, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon **SCHOOL BOARD** arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of


Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

THE CITY OF NEW PORT RICHEY
POLICE DEPARTMENT

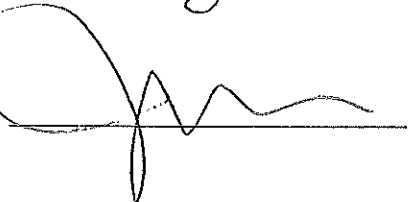
THE DISTRICT SCHOOL BOARD OF
PASCO COUNTY

BY: 
Mayor

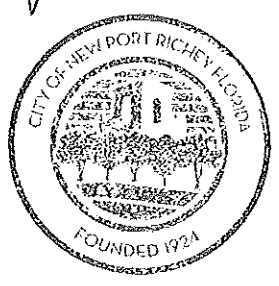
BY: _____
Chairman

BY: 
Chief of Police

BY: _____
Superintendent

Attest: 

Attest: _____



Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

THE CITY OF NEW PORT RICHEY
POLICE DEPARTMENT

THE DISTRICT SCHOOL BOARD OF
PASCO COUNTY

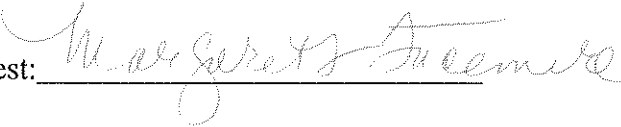
BY: _____
Mayor

BY:  _____
Chairman

BY: _____
Chief of Police

BY:  _____
Superintendent

Attest: _____

Attest:  _____