

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA
And
THE CITY OF ALACHUA, FLORIDA
FOR
A SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this 1st day of July, 2019, by and between THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA, (hereinafter referred to as the “School Board”), and THE CITY OF ALACHUA, (hereinafter referred to as the “City”). (School Board or City may be referred to as “Party” or jointly referred to as “Parties.”);

WHEREAS, the School Board and City desire to provide a crime and delinquency prevention program to the public schools within the City of Alachua; and

WHEREAS, the School Board and the City desire to provide a safe school environment through a School Resource Officer Program (hereinafter referred to as “SROP”);

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the City hereby agree as follows:

1. The City, by and through its police department, Alachua Police Department (hereinafter referred to as “APD”), shall implement a SROP in each of the following schools and shall assign an SRO to schools on each day that school is in session:

Santa Fe High School*

Mebane Middle School

Alachua Elementary School

Irby Elementary School

* Two officers shall be assigned to cover Santa Fe High School

2. The School Board agrees to pay \$300,000.00 as its share of funding for the listed schools for the period from August 1, 2019 to July 31, 2020. This amount represents the School Board’s portion of the twelve-month cost of the salaries, benefits and operating expenses for the SROP and any other costs of the program that the Chief of Police deems necessary to its operation, to include training and other administrative costs associated with equipping and staffing the program at the levels indicated above. In the event that the regularly assigned SRO is not available to staff his/her school, the Chief of Police shall assign a replacement SRO to cover during all portions of the school day when school is in session, consistent with the staffing levels outlined in Paragraph 1, and provisions outlined in the School Resource Work Hours section of “Exhibit A”, attached hereto.

Funds provided by the School Board during the term of this Agreement for the cost of the SROP shall be paid to the City in twelve (12) equal monthly payments beginning October 31, 2019.

Invoices will be paid within the time frame designated by Florida Statutes. (In the event the state of Florida withholds or reserves any part of the funds of the District's Safe Schools allocation or other allocations designated for school safety/security, or in the event the City of Alachua reduces APD's budget for the SROP, the Parties may renegotiate the compensation provided for herein and scope of services to be provided hereunder.)

3. Each school listed in paragraph 1 shall, with the participation of the assigned SRO(s), develop a safety plan that addresses internal and external threats.
4. The School Board will ensure that each school listed in paragraph 1 shall report child abuse in conformance with Chapter 39, Florida Statutes.
5. The City shall also continue to provide supervision of the SROP, including scheduled and non-scheduled visits to middle and high schools.
6. The SROP will operate in accordance with the guidelines attached hereto as "Exhibit A."
7. The School Board and the City agree, pursuant to s. 1002.221(2)(c), Fla. Stat. (2015), to share certain student education records and information in order to further the crime and delinquency prevention programs contemplated by this Agreement. The School Board agrees to provide student demographic information, enrollment data, current schedule, attendance and summary discipline information through its online student information system to each School Resource Officer, for students at the school where the Officer is assigned.
8. School Resource Officers shall remain employees of the City of Alachua and shall not be employees or agents of the School Board of Alachua County. The School Board and the City acknowledge that School Resource Officers are police officers who shall uphold the law under the direct supervision and control of the City and APD. SROs shall remain responsive to the chain of command of the City and APD. However, school resource officers will cooperate with any state or federal investigations into School Board conduct, if the officer witnessed or was involved in the incident under investigation.
9. SROs and their supervisors shall maintain an open line of communication with the School Board's Chief of Security, particularly as it pertains to any matters involving school safety, security, and/or activity that involve students or staff in the law enforcement process.
10. This Agreement may be terminated by either Party upon thirty (30) days written notice that the other Party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either Party upon ninety (90) days written notice. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, pro-rated compensation will be made to the City for services performed to the date of termination. In the event that Agreement is terminated and the City has been provided with payment for services under this Agreement that have not been

provided because of the termination, the School Board will be entitled to a credit or refund as may be appropriate.

11. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows:

Karen Clarke
Superintendent
School Board of Alachua County
620 East University Avenue
Gainesville, FL 32601

Adam Boukari
City Manager
City of Alachua
P.O. Box 9
Alachua, FL 32616

12. The School Board, the City, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City Manager or their designees.
13. This Agreement constitutes the full understanding of the Parties, and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both Parties.
14. This Agreement is being entered into strictly between the School Board and the City and is not to be relied upon by anyone other than these two Parties.
15. In entering into this Agreement, neither the School Board nor the City is waiving any privileges or immunities they are entitled to under the law, including, but not limited to, Chapter 768 of the Florida Statutes.

This Agreement and included "Exhibit A" constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

THE SCHOOL BOARD OF
ALACHUA COUNTY, FLORIDA

By: Robert P. Hyatt 7-23-19
Robert P. Hyatt, Chair Date

Attest: Karen Clarke 7-23-19
Karen Clarke, Superintendent

Approved as to Form:

Barry M.
SBAC Staff Attorney

THE CITY OF
ALACHUA

By: Gib Coerper
Gib Coerper, Mayor Date

Attest: Adam Boukari
Adam Boukari, City Manager

Approved as to Form:

Maurice B. Rush
City Attorney

EXHIBIT A
CITY OF ALACHUA
SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program (SROP) is a crime and delinquency prevention program focused on educating and counseling students. The primary objectives of the SROP are:

1. Educating students in the areas of crime prevention, personal safety, substance abuse, anti-bullying, internet crimes against children and cyber safety, and general law education.
2. Helping students with problems through personal or group counseling/mentoring.
3. Gathering information about criminal activity or potential problems within the school or community.
4. Providing law enforcement assistance to school personnel, parents, and students.
5. Developing a positive image of law enforcement officers among students and parents.

School Resource Officer Responsibilities:

1. The School Resource Officer (SRO) shall act as an instructor for specialized short-term programs at all schools, when invited to do so by the principal or a member of the faculty. The SRO shall develop expertise in presenting various subjects to students, which shall include, but are not limited to, a basic understanding of law, the role of law enforcement, and the law enforcement mission. The SRO will seek permission from the principal or a member of the faculty prior to enacting any program within the school. Special topics, which the SRO may discuss in a classroom setting upon request, are listed in the enclosed SRO curriculum.
2. The SRO shall be available for student, parent, and faculty member conferences in order to assist with the identification and solving of problems of a law enforcement or crime prevention nature. In such sessions, the SRO has discretion about what action to take if he or she becomes aware of a criminal act.
3. Visibility is critical to the success of the SRO Program. A law enforcement presence during lunch times, bus arrivals/departures, class changes, as well as the time before and after school, are essential in the scope of duties of an SRO. It is important for the SRO to work with the administration during these periods.
4. The SRO shall become familiar with all community agencies that offer assistance to youths and their families such as mental health clinics, drug treatment centers, and community-based programs. The SRO may make referrals to these agencies when appropriate.
5. The SRO shall not act as a school disciplinarian, school administrator, or principal/assistant principal, but will cooperate and participate as necessary in the School Board's expulsion hearing process if requested by the Superintendent of Schools or his/her legal counsel. The

City will provide case information and/or testimony to the Superintendent, or designee, provided the case is not a pending criminal investigation. In cases of active criminal investigations, the State Attorney, or his/her designee, will govern such action.

6. The SRO shall wear the official Alachua Police Department (APD) uniform at all times while on duty as an SRO. Appropriate civilian attire may be worn on occasions when approved by the City Manager or designee.
7. The SRO will follow and conform to all School Board policies and procedures that do not conflict with the established policies and procedures of the City.
8. The SRO will investigate crimes that take place on school property and may participate in the investigation of crimes known to involve students from his/her school.
9. Should it become necessary to conduct formal law enforcement interviews or investigations with students, the SRO shall adhere to those legal requirements, policies, and procedures established by the State of Florida, the City, and the School Board. The SRO shall inform the student's parent(s) and the principal, or his/her designee, of the investigation/interviews occurring on campus, as soon as practical, if not prohibited by confidentiality provisions of the state law. FSS 1006.13(4)(c) Zero-tolerance policies do not require the reporting of petty acts of misconduct and misdemeanors to a law enforcement agency, including, but not limited to, disorderly conduct, disrupting a school function, simple assault or battery, affray, theft of less than \$300.00, trespassing, and vandalism of less than \$1,000.00
10. At the principal's or his/her designee's request, the SRO shall take appropriate law enforcement action against intruders, trespassers, and unwanted unauthorized individuals who may appear at school and/or school-related functions, to the extent that the SRO may do so under the authority of law.
11. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.
12. The SRO will be given sufficient time at the beginning of the school year to present information to school administrators, faculty, and staff on School Crisis and Emergency plans. All school crisis and emergency plans and any drills, such as active-shooter exercises, shall be approved by the Superintendent or his/her designee.
13. The SRO shall inform the principal, or his/her designee, prior to making "random truancy sweeps." The individual school shall establish a working policy with the Officer for the referral or transporting of truant students.
14. A regularly scheduled meeting will be held for all SROs to coordinate the exchange of information among SROs in various schools.

15. The SRO Program will not be identical in each school. The character of the program in each school will be greatly influenced by the principal and the needs of that school.
16. The SRO will become familiar with students that may have behavioral/mental health issues and assist school staff and parents in developing non-criminal justice responses to behavioral/mental health issues.
17. The SRO will assist the school administration with conducting lockdown and/or evacuation drills (Not including mandated fire drills) during the school year and as scheduled by the school principal. The number, type, and frequency of such drills shall at least minimally meet the standards of State Statutes.
18. The SRO and school administration will promote strategies, including Community Oriented Policing, to increase law enforcement effectiveness on school campuses.
19. The SRO will engage the school community (i.e. parents, students, teachers, support staff, and administrators) to conduct a thorough assessment of their school crisis plan, school building layout, scheduling practices, use of human resources for monitoring purposes, and the structural design of the school to determine the need for:
 - Surveillance or security technology, such as closed circuit television cameras in hallways, parking lots, entrances, etc.
 - Innovations for maximizing the use of human resources to monitor activity.
 - Identifying improvements and ensuring non-duplication of effort in emergency response procedures.

School Resource Officer Assignments:

The City shall implement a SROP in each of the schools listed in paragraph one of the Agreement consistent with the staffing levels described in that paragraph.

School Resource Officer Work Hours:

The SRO work hours should be set by the principal and the SRO's supervisor with the following understandings:

1. The SRO works a minimum 35-hour week.
2. Special duty, before or after school, may be assigned on a limited basis if the SRO's work day is rearranged to make this possible. (Rearranging the SRO's schedule to provide football, basketball, and other event security should be kept as minimal as possible. Security for ball games and events should be contracted under other terms whenever possible).

3. The SRO may be required to set certain times aside for in-service training, court appearances, etc. The City will make a good-faith effort to schedule in-service training at times other than regular school hours. In the event that the regularly assigned SRO is not available to staff his/her school, the Chief of Police shall assign a replacement SRO to cover during all parts of the school day when school is in session.
4. Officers may use up to ten (10) days of non-emergency leave during the calendar year, so long as the leave is consistent with City policies. If the SRO is not going to be in school, he/she shall inform the principal, or his/her designee, as soon as possible, at least twenty-four (24) hours prior to taking such leave. The Chief of Police will assign a substitute SRO to the school during any part of the school day when school is in session if the regularly assigned SRO is absent. When a substitute SRO is assigned, the City will make a good-faith effort to assign a substitute SRO with the training provided in the Training section of this Exhibit A. However, the City shall not be required to assign a substitute SRO with such training.
5. The school principal will be given the opportunity to provide input on the SRO's performance with the City Manager's designee.

Facilities and Materials:

The SRO should be considered a resource for the principal's administrative staff. The SRO should work closely with the principal or an administrator appointed by the principal. The School Board shall provide, if possible, each SRO the following facilities and materials necessary for the proper performance of the SRO function:

- An air conditioned, properly lighted private and secure office with a telephone and locking file cabinet for business purposes.
- A desk, chair, appropriate office supplies, internet access and secretarial assistance, if needed.
- For the safety of school staff, the officer should be issued a portable 2-way radio or reprogram the APD portable radio, if applicable, for communication with other school personnel.

School Resource Officer Curriculum:

Each SRO may deliver, upon request by school administration or faculty member, classroom instruction or information on the following topics:

1. Law Enforcement as a Career
2. Juvenile Crime:
 - Shoplifting
 - Vandalism
 - Assault and Battery

- Trespass
 - Burglary
 - Gang Activity
 - Anti- bullying
3. Internet crimes against children and cyber safety.
 4. Traffic Safety
 5. Impaired Driving
 6. Substance Abuse
 7. Rape Prevention
 8. Crime Prevention
 9. Firearm Safety
 10. Other topics that the SRO may be requested to cover by the school as the need develops.

Selection Criteria:

Supervisors from APD shall interview each potential SRO. The following factors will be considered in the selection process consistent with City policies:

- The officer's desire to work with youth.
- The officer's prior experience in law enforcement and youth work.
- The officer's interpersonal and communication skills.
- The officer's academic background and/or other pertinent training.

Training:

The SRO shall attend the 40-hour "School Resource Officer Basic Training Course" offered by the Attorney General's Office and the 64-hour "Instructor Techniques Course" offered by the Institute of Public Safety as soon as practical. In addition, the officer may be required to attend additional courses in drug education, crime prevention, or such appropriate topics as part of his or her prerequisite training or specialized training. In addition to the listed training, all City personnel are required by the agency to attend mandatory retraining every year. APD will make a good-faith effort to schedule training for times other than regular school hours.

Reports:

On a monthly basis, the City will provide SBAC a copy of the SRO's bi-weekly attendance and leave record and overtime log (timesheet), which documents the SRO's work schedule. This report will indicate hours at school, hours in training, sick hours used, vacation hours used, hours assigned to special details, etc. The report will be broken down by employee with a legend detailing the school to which the employee is assigned. The report will be sent to the Superintendent, or designee, in an electronic format.