



**ADMINISTRATION BUILDING**

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**SCHOOL BOARD OF  
PINELLAS COUNTY, FLORIDA**

**Chairperson**  
Mary L. Tyus Brown

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**Superintendent**  
Dr. Clayton M. Wilcox

August 29, 2007

Kathy Troiani  
Police Office Specialist  
Support Services Division  
Clearwater Policy Department  
Post Office Box 4748  
Clearwater, FL 33758

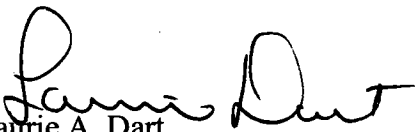
RE: School Resource Officer Agreement

Dear Kathy,

Enclosed are the duplicate originals of the School Resource Officer Agreement for the term commencing July 1, 2006 through June 30, 2007 signed and approved by authorized agents of the City of Clearwater on or about June 15, 2007. The Agreement was not presented to the School Board for approval because each of the parties had performed their obligations under the Agreement and the term had expired prior to the next School Board meeting. A new Agreement was circulated for the July 1, 2007 through June 30, 2008 term, which will be presented to the School Board once approved and returned by the City of Clearwater.

Please let me know whether there are any questions or concerns on the current Agreement.

Very truly yours,

  
Laurie A. Dart  
Staff Attorney

LAD/ba  
Enclosures

## **SCHOOL RESOURCE OFFICER AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, with an Effective Date of July 1, 2006 by and between the **SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA** (referred to herein as the "**BOARD**"), and **THE CITY OF CLEARWATER, (the City of Clearwater referred to herein as "CLEARWATER P.D.")**, is for the continuation of a School Resource Officer (referred to as "**SRO**") Program in the public school system of Pinellas County.

### **W I T N E S S E T H:**

**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 two regularly employed officers each to Clearwater High School and Countryside High School.

B. Designation and Selection of School Resource Officers. SRO's have a dual role at the schools which they serve. They shall serve as "law enforcement units" within the meaning of 34 CFR § 99.8 (a)(1)(i)-(iii), and as "school officials" having a legitimate educational interest in information contained in student records, within the meaning of 20 U.S.C. §1232g and F.S. § 1002.22 (3)(d)(2).

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.

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, then the CLEARWATER P.D. shall supply a substitute SRO. For any day there is not an officer at school for a full day, a credit shall be given to the school system absent exigent circumstances. The credit shall amount to the daily rate of the BOARD's contribution.

3. The Board and CLEARWATER P.D. will cooperate to avoid the use of officers who must be paid at overtime rates to substitute for regular SROs, but recognize that at times the use of overtime will occur. If a substitute SRO must be

utilized, the School Board shall reimburse the CLEARWATER P.D. for 50% of the replacement officer's rate of pay, including overtime if applicable, for up to 40 hours per SRO position during each year of this Agreement. The Board agrees that the CLEARWATER P.D. may pool the 40 hours for each of its 4 SRO positions and share the aggregated total of 40 hours between SRO positions when providing substitutes.

The CLEARWATER P.D. agrees that it will absorb all the costs of providing substitutes beyond the 40 hours allotted for each officer. The parties agree that the Board's financial obligation for payment on account of substitute officers will not exceed the sum of \$889.80 per officer (based on 40 hours multiplied by the average of the highest hourly rates of pay for an officer on the pay scale (excluding command positions) for the agencies that contract to provide SRO services to the district as of October 1, 2006). The parties further agree that the Board will pay the amount in 12 monthly payments.

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 which is initiated by the SRO or reported by school personnel per interagency agreement. When dealing with reported minor incidents, nothing shall preclude the SRO from diverting the offender to appropriate school-based discipline, 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. Create and maintain all records, including security and surveillance camera recordings made at the school site, whether recorded by video tape, digital or other medium, (but excluding school bus recordings), 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) (l)(i)-(iii), while in the hands of the SRO or other law enforcement officer. 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, F.S. The SRO shall comply with all laws and policies applicable to such records in both their law enforcement and student record capacities. With respect to school bus recordings, which are under the control of the Pinellas County Schools Police, the SRO shall contact Pinellas County Schools Police to coordinate all issues necessary to access, view, take possession of or otherwise use the school bus recording.

13. Coordinate, in consultation with the Principal and SRO Supervisor, the scheduling and placement of CLEARWATER P.D. personnel at extracurricular activities, including such after-school security activities for which reimbursement is due, pursuant to Article III below. Whenever practicable, the agency shall ensure that the school's regular SRO shall be assigned to work those extracurricular events where additional security personnel are assigned. The school shall be billed for the services within thirty days (30 days) from the date of service and any services provided during May shall be submitted no later than the 15<sup>th</sup> of June.

The SRO supervisor in consultation with the Principal or designee shall determine the appropriate level of staffing at extracurricular activities when CLEARWATER P.D. personnel are requested, based upon the staffing model set forth in the Guidelines for Security at School Events (Appendix 1). If a dispute arises, the Chief of Schools Police in consultation with the SRO supervisor shall determine appropriate level of staffing.

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

15. Provide counseling or referrals to students as needed.

16. Secure, handle and preserve evidence.

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

18. Make referrals to social agencies.

19. Relay messages in emergency situations (such as, tornadoes, hurricanes, etc.)

20. Provide special truancy investigations and prepare for prosecution.

21. Coordinate investigation of bus stop incidents.

22. 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.

23. 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.

24. 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.

25. 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.

26. SRO's 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.

27. 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 \$38,209.05 (THIRTY EIGHT THOUSAND TWO HUNDRED NINE DOLLARS AND FIVE CENTS) for each SRO for the 2006-2007 contractual term. Payments shall be made in monthly installments. The invoice for the month of May shall be submitted no later than the 15<sup>th</sup> of June. No other consideration will be required during the term of this Agreement for the in-school services called for herein.

The BOARD shall, however, reimburse the CLEARWATER P.D. for all security services performed at school functions occurring after regular school hours. The rate of reimbursement for such after-school activities shall be in accordance with the CLEARWATER P.D. salary policy and procedures. The school shall be billed for the services within thirty (30) days from the date of service, and any services provided during May shall be submitted no later than the 15<sup>th</sup> of June. In the event that summer schools are offered and require law enforcement coverage the number of summer schools covered by the CLEARWATER P.D. shall be determined through negotiation, and the costs prorated, based upon the required hourly coverage contained in Article III.

**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 of 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 SRO's.**

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 CLEARWATER P.D. itself, 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 July 1, 2006 and ending June 30, 2007. The BOARD shall receive the SRO services described in Article I, for the full term of the Agreement.

**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 7.33, Electronic Resource Usage.

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. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, and the BOARD has paid for the SRO in advance, the BOARD shall be entitled to a prorated refund of any advanced payments for which the SRO services have not yet been provided. Compensation will be made to the CLEARWATER P.D. for all services performed to the date of termination.

**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:  
School Board Attorney  
Pinellas County School Board  
301 4<sup>th</sup> 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, unless a division shall be created in St. Petersburg or Pinellas County, in which case action shall be brought in that 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 date first above written.

**THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Chairman

Ex-Officio Secretary

Approved as to form:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

School Board Attorney

**CITY OF CLEARWATER, FLORIDA**

Countersigned:

\_\_\_\_\_  
Frank V. Hibbard  
Mayor

By: \_\_\_\_\_  
William B. Horne II  
City Manager

Approved as to form:

\_\_\_\_\_  
Robert J. Surette  
Assistant City Attorney

Attest:

\_\_\_\_\_  
Cynthia E. Goudeau  
City Clerk

## APPENDIX 1

### Guidelines for Security at School Events

The purpose of these guidelines is to establish criteria for determining the number of police officers needed to provide security at school sporting events or activities. These guidelines will be followed whenever a school intends to use any School Resource Officer (SRO) for security purposes.

#### I. Level of Risk

A. The School Resource Officer and their supervisor, in consultation with the appropriate school representative, will determine the appropriate level of risk.

B. The criteria used to determine the level of risk will include the following:

1. The type of event, i.e. football, basketball, etc.
2. The anticipated attendance and capacity of the facility/building.
3. The level of competition, such as JV or varsity, championship, etc.
4. The location of the event, i.e. home game or away.
5. The number of school personnel and other security present.
6. The time of the event.
7. The design of the sporting facility or building, whether it is a secure or controlled area.
8. Intelligence information, credible threat assessment, attendance of dignitaries, and historical information pertaining to rivalries, etc.

#### C. Risk Level Categories

##### 1. Low Risk

- a. Expected attendance at the sporting facility/building is 30% or less of seating capacity.
- b. Non-competitive, low interest event.
- c. No potential of threat or safety concerns.
- d. No history of past problems or rivalry between the teams.

##### 2. Moderate Risk

- a. Expected attendance at the sporting facility/building is between 30% and 80% of seating capacity.
- b. Competitive, moderate interest event.
- c. Main attraction sporting event or activity in the City.
- d. Design of facility/building poses security/safety concerns.
- e. Potential of threat, however, no credible threat exists.

3. Elevated Risk

- a. Expected attendance at the sporting facility/building is 80% or higher of seating capacity.
- b. High interest event.
- c. Main attraction sporting event or activity in the City.
- d. Design of facility/building poses security/safety concerns.
- e. Credible threat exists.
- f. History of past problems or rivalry between the teams.
- g. Personnel Assignment Scale

A. Once the level of risk has been established, the following scale will be used to determine the number of officers needed to work the event. These numbers would not include the SRO from the visiting team. At any time, the risk assessment may be re-assessed and either down graded or up graded, and the staffing level may be either increased or decreased during the event.

1. Low Risk

- a. SRO only minimum.
- b. Up to an SRO and 2 officers, depending on the criteria.

2. Moderate Risk

- a. SRO and 2 officers minimum.
- b. Up to an SRO and 3 officers, depending on the criteria.

3. Elevated Risk

- a. SRO, 4 officers and 1 sergeant minimum (when five or more officers are assigned, policy requires a sergeant also will be assigned to work).
- b. SRO, more than 4 officers and 1 sergeant, depending on the criteria.

B. The supervisor or School Resource Officer in-charge will be responsible for the officer assignments during the event and will determine when the event is officially over for the release of staffing.

CITY OF CLEARWATER, FLORIDA

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank V. Hibbard  
Frank V. Hibbard  
Mayor-Commissioner

By: William B. Horne II  
William B. Horne II  
City Manager

Approved as to form:

Attest:

Robert J. Surette  
Robert J. Surette  
Assistant City Attorney

Mary J. Deane, Deputy Clerk  
Cynthia E. Goudeau  
City Clerk

