

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

THIS AGREEMENT, made and entered into this 1st day of August 2020, by and between THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA (HEREINAFTER REFERRED TO AS THE “School Board”), and THE CITY OF GAINESVILLE, (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, THE CITY, by and through its police department (“GPD”) and the School Board desire to work in partnership to provide a safer school environment through education, crime and delinquency programming through a School Resource Officer (SRO) program (a crime prevention program) to the public schools in Alachua County.

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

The City (GPD) shall assign police officers/facilitators as School Resource Officers to cover each of the following schools as listed below on each day that school is in session:

- A. The following Schools shall have two (2) SRO’s assigned per school:
 - Gainesville High School, 1900 NW 13th Street, Gainesville
 - A. Quinn Jones Center, 1108 NW 7th Avenue, Gainesville

- B. The following Schools shall have one (1) SRO assigned per school:
 - Westwood Middle School, 3215 NW 15th Avenue, Gainesville
 - Howard Bishop Middle School, 1901 NE 9th Street, Gainesville (temporarily located on Westwood Middle School Campus)
 - Lincoln Middle School, 1001 SE 10th Avenue, Gainesville
 - Sidney Lanier Center, 312 NW 16th Avenue, Gainesville
 - Loften High School, 3000 E. University Avenue, Gainesville
 - Glen Springs Elementary School, 2826 NW 31st Avenue, Gainesville
 - Littlewood Elementary School, 812 NW 34th Street, Gainesville
 - (Current) J.J. Finley Elementary School (to be renamed), 1912 NW 5th Avenue, Gainesville
 - Metcalf Elementary School, 1905 NE 12th Street, Gainesville
 - Rawlings Elementary School, 3500 NE 15th Street, Gainesville
 - Norton Elementary School, 2200 NW 45th Avenue, Gainesville
 - Stephen Foster Elementary School, 3800 NW 6th Street, Gainesville
 - Terwilliger Elementary School, 301 NW 62nd Street, Gainesville
 - Talbot Elementary School, 5701 NW 43rd Street, Gainesville
 - Williams Elementary School, 1245 SE 7th Avenue, Gainesville
 - Duval Early Learning Center, 2106 NE 8th Avenue, Gainesville

1. The School Board agrees to pay \$1,200,000.00 as its share of funding for the listed schools for the period from August 1, 2020 to July 31, 2021. This amount represents the School Board’s portion of the twelve-month cost of the salaries, benefits, and operating expenses for the SROs 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 staffing and equipping the program at the levels indicated above. Funds provided by the School Board during the term of this Agreement for the cost of the School Resource Officers shall be paid to the City in twelve (12) equal monthly payments beginning August 31, 2020. 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 Sections A & B above. For purposes of this Agreement, the parties agree that the phrase “when school is in session” includes only the regular 180-day school year, third-grade Reading Camps, and other summer school sessions where students are attending scheduled classes. It is not interpreted to include after-school activities such as school plays, open houses, extracurricular activities, and athletic events.

2. The School Board further agrees to increasing its portion of the twelve-month cost of the program during the subsequent three (3) school years as follows:
 - During the 2021-2022 school year, SBAC costs for the program shall increase by \$187,500.00 for a total of **\$1,387,500.00**
 - During the 2022-2023 school year, SBAC costs for the program shall increase an additional \$93,750.00 for a total of **\$1,481,250.00**
 - During the 2023-2024 school year, SBAC costs for the program shall increase an additional \$93,750.00 for a total of **\$1,575,000.00**
3. The City agrees that the costs of the SRO program in the subsequent periods of the 2021-2022, 2022-2023, and 2023-2024 school years shall include the costs to expand “other youth programs” as provided by the City and the Gainesville Police Department, and that the City shall use its best efforts to utilize the increased funding provided each year, as outlined in paragraph 2 (above), to those programs.
4. In the event the State of Florida reduces, withholds, or reserves any part of the funds of the District’s Safe Schools allocation, the parties may renegotiate the compensation provided herein in paragraph numbered 1 & 2 and the scope of services to be provided hereunder.

Likewise, in the event that SRO positions can or need to be added or deleted, the parties shall renegotiate the compensation provided for in paragraphs 1 & 2, consistent with the cost per officer calculation used therein and the scope of services provided hereunder.

5. The School Board’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this Agreement. The School Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the School Board. The City of Gainesville will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School Board shall remain obligated to pay for all purchase orders for products or services fulfilled by the City of Gainesville prior to the termination notice.
6. The School Resource Officers program will operate in accordance with the guidelines attached hereto as “Exhibits A and B.”
7. School Resource Officers shall remain employees of the City and shall not be employees or agents of the School Board. The School Board and GPD acknowledge that the School Resource Officers/Facilitators are police officers who shall uphold the law under the direct supervision and control of the Gainesville Police Department. 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.

8. 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. This shall include, but is not limited to, a weekly report/briefing by SRO supervisors describing any arrests, security breaches, or other significant events that involve law enforcement intervention
9. The GPD supervisor shall appraise the School Resource Officer's yearly performance with input from the school principal.
10. GPD may provide certain equipment (radios) to each school for the purpose of mutual cooperation and communication between law enforcement, other local safety and emergency agencies, and employees of the School Board at no cost to the School Board. However, the School Board agrees to cover the cost of any repairs, maintenance, or any other accessories needed to maintain the provided equipment in proper operating condition.
11. The School Board and the Chief of Police agree, pursuant to 1002.221(2)(c), Fla. Stat. (2019), 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 on-line student information system program to each School Resource Officer and School Resource Officer Supervisor for students at the school where the Officer is assigned.
12. This Agreement may be terminated without cause by either party upon ninety (90) days written notice. In the event this Agreement is terminated prior to the end of its term, prorated compensation will be made to the City for services performed to the date of termination. The School Board shall be entitled to a prorated refund for the period of time when the School Resource Officer's/Facilitator's services are not provided because of the termination of this Agreement.
13. 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 prepared, and addressed as follows:

Karen Clarke, Superintendent School Board of Alachua County 620 East University Avenue Gainesville, FL 32601	Lee Feldman, City Manager City of Gainesville 200 East University Avenue Gainesville, FL 32627
--	--
14. The School Board, the City, and GPD 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 Chief of Police, or their designees.
15. There are no third-party beneficiaries to this Agreement.
16. This document constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms, and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

17. Each party shall be solely responsible for the negligent or wrongful acts of its officials, agents, and employees. Nothing in the Agreement shall be interpreted as a waiver of the City’s or the School Board’s sovereign immunity as granted under Section 768.28, Florida Statutes.

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

The School Board of Alachua County

The City of Gainesville

Eileen F. Roy, Chair Date

Lee Feldman, City Manager Date

Karen Clarke Date
Superintendent of Schools

Tony R. Jones, Chief Date
Gainesville Police Department

Approved as to Form and Legality
Attorney

Approved as to Form and Legality,
Attorney

**EXHIBIT A
ALACHUA COUNTY’S SCHOOL RESOURCE OFFICER
PROGRAM**

The Alachua County School Resource Officer Program is an intervention, prevention, and public safety program focused on educating and establishing a rapport with students. This program also provides public safety education for staff, students, and faculty as well as other parties associated with the schools. The program is a collaborative effort between the Gainesville Police Department and the School Board of Alachua County. The primary objectives of this program are:

1. Provide law enforcement and public safety assistance to school personnel, parents, and students;
2. Develop a positive image of Law Enforcement Officers among students and parents;
3. Help students with problems through personal and group mentoring;
4. Gather information about criminal activity or potential problems within the school or community;
5. Educate students in the areas of crime prevention, personal safety, substance abuse, and law.

School Resource Officer Guidelines:

1. The School Resource Officer (SRO) has five major roles in the school to which he/she is assigned: a) intervention and prevention activities for the students; b) mentoring students; c) delivering curriculum in a classroom setting; and (d) providing law enforcement assistance.

2. SRO's provide intervention services such as referrals to social service agencies and prevention services such as classroom lectures and the distribution of pamphlets of educational information and serve as the "Officer Friendly" in the elementary schools.
3. 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. 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. All school crisis and emergency plans and any drills, such as active-shooter exercises, shall be approved by the Superintendent or his/her designee.
4. Students, parents, teachers, school administrators, or the SRO may initiate advising sessions to address issues of school safety. The officer has the discretion about what action he/she may take if he/she becomes aware of a criminal act.
5. Special topics that the SRO will discuss in the classroom setting upon request are listed in the School Resource Officer curriculum as prepared by the SRO's.
6. The SRO will investigate crimes that take place on the school property and may participate in the investigation of crimes, on or off campus, that concern known students. Should it become necessary to conduct normal law enforcement interviews or investigations with students, the SRO shall adhere to those legal requirements, policy and procedures established by the State of Florida, the Gainesville Police Department, and the School Board. The SRO shall inform the student's parent(s) and the principal, or his or her designee, of the investigation/interviews occurring on campus, as soon as practical, if not prohibited by confidentiality provision of state law.
7. While the SRO should be considered a resource for the principals and administrative staff, the SRO shall not be required to participate in school discipline. He/she should work closely with the principal or an administrator appointed by the principal. See Arrest Guidelines listed below.
8. To coordinate the exchange of information between SRO's in various schools, regularly scheduled meetings should be held for all SRO's. It is hoped that this will eliminate the potential problems that might arise because a School Resource Officer's department does not patrol the neighborhood in which the students live.
9. The School Resource Officer Program will not be identical in each school. The character of the program in each school will be greatly influenced by the collaborative agreement between the Principals and the respective SRO and SRO's supervisor.
10. While on campus, in the capacity of SRO, the officer will wear approved GPD uniform.

School Resource Officer Curriculum

1. Law Enforcement as a Career
2. Juvenile Law
3. Juvenile Crime to include any or all of the following:
 - Shoplifting
 - Vandalism
 - Assault and Battery
 - Trespass

- Burglary
- 4. Traffic Law
- 5. Drunk driving
- 6. Substance Abuse
- 7. Crime Prevention
- 8. Other topics that the SRO may be requested to cover by the school as needs develop.

Selection Criteria

Each potential SRO shall be interviewed by the Bureau Commander or their designee to whom the SRO is assigned. The following factors will be considered in their selection process:

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

Pre-service Training

School Resource Officers shall attend the 40-hour "SRO Basic" training offered by the Florida Department of Law Enforcement, Criminal Justice Standards and Training Commission as soon as practical, upon being selected to this position.

Monthly Reports

The Gainesville Police Department shall compile a written monthly report documenting the work schedule of the SROs. 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 school. The report will be sent to the Superintendent or his designee.

Arrest Guidelines

The Gainesville Police Department will direct its officers to work in tandem with School Board officials when investigating alleged criminal incidents occurring on or in the venue of School Board jurisdiction. When the investigation reveals the responsible party is a student of the School Board and has committed any offense listed in FSS 1006.13 (4) (c), the officer shall refer the responsible parties to the appropriate School Board Official for possible disciplinary sanctions as delineated in the Alachua County School Board Code of Student Conduct. In addition to the referral, the GPD Officer shall do the following:

- If a GPD Officer witnesses an act that could be interpreted as a criminal act, the officer will take action to restore a safe environment. The Officer will allow the School Administrators, Principle, Dean, and/or teacher to handle any discipline action deemed appropriate and in accordance with the Alachua County School Code of Conduct. If an arrest, Sworn Complaint, or Civil Citation is warranted, the Officer will complete a General Incident Report after consulting with a Supervisor.
- If the incident involves any contraband, the GPD Officer shall seize the contraband, place it into evidence, and complete a General Incident Report.

- The GPD Officer shall not file any criminal charges via a Sworn Complaint or make a Physical Arrest unless they obtain permission from their immediate supervisor.
- If the offense is determined to be a Felony that is isolated and does not compromise the safety of the School, Students, or Staff these factors and the totality of the circumstances shall be taken into consideration before an arrest or formal charges are filed.
- Any crime that a school board employee is the victim, it shall be reported to GPD, documented by GPD, and appropriate action shall be taken.
- GPD Supervisors shall make every effort to refer the incidents to the School Administrators to handle, keeping the overall safety of the School Board Staff and Students foremost in mind.

GPD and the School Board will collaborate to resolve any issue that may be classified as criminal through school intervention or discipline in lieu of criminal charges unless the safety of the School, other students, the officers, or School Board Staff are in significant jeopardy.

Exhibit B
Gainesville Police Department
Protocol/Procedure for dealing with Juveniles on Probation
Low to moderate risk youth

Goal of the School Resource Officer/Juvenile Probation Officer procedures:

The objective is to keep youth in school so they have an opportunity to achieve their education and to ultimately become productive citizens.

This procedure is only intended to address minor violations of the student's probation. New law violations for youth on probation should be addressed based on the level of seriousness. The range covers petty acts of misconduct to serious acts that threaten the safety of the school as described in (FSS 1006.13(2)(c)) and the School Board of Alachua County Student Code of Conduct.

Law Enforcement

SRO Procedure for handling Juvenile Probation Violations in the School

Minor Violations for low to moderate risk youth:

- The SRO will notify the Juvenile Probation Officer (JPO) of the probation violation. The JPO will handle the violation using the Department of Juvenile Justice (DJJ) matrix. The SRO will email the referral to the JPO, the Chief Probation Officer, SAO Juvenile Division Chief and the SRO supervisor via the GPD email distribution list. The SRO will complete a Gainesville Police Department (GPD) Field Interview Card in Mobile Field Reporting (MFR) so that the referral is documented and can be tracked. An electronic report will be submitted daily to the DJJ if a referral is made by the SRO.
- If the probation violation is a petty act of misconduct as defined in, FSS1006.13(2)(c) and the SBAC Code of Student Conduct Sections 2 and 3, and does not pose a serious threat to school safety the officer should not file a new law violation charge on the juvenile. In cases of petty acts of misconduct, the officer should attempt to allow the school principal or designee to handle the situation. If there is a serious threat to school safety the officer should make an arrest using the appropriate charge. The threat to school safety must be indicated in the narrative of the police report, and approved by the SRO Supervisor prior to an arrest. The Violation of Probation charge can be included on the arrest mittimus.
- 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.
- During the school year the SRO will notify his/her supervisor of all probation violations involving a student in the school so the new procedure can be closely monitored and evaluated.
- This procedure is not intended to prevent the officer from acting by making arrests for felonies and/or misdemeanors of a serious nature (e.g., battery with injuries, domestic violence related cases, stalking, narcotics, alcohol, etc.). This policy is not intended to prevent an officer from using their lawful discretion in enforcing the law.

- The SRO should consult with their supervisor and the JPO when dealing with High Risk youth to ensure that the proper course of action is established.

Department of Juvenile Justice/Juvenile Probation Officer

JPO Procedure for handling Juvenile Probation Violations in the School

Minor Violations for low to moderate risk youth:

- The JPO will follow DJJ's protocol and will respond to the SRO referral within 48 hours. The time frame will not include weekends, holidays or scheduled days off for the school.

The JPO should notify the SRO of the disposition of the referral to ensure that the youth is abiding by any sanctions that have been added to the youth's probation. This will enable the SRO to monitor the youth and report back to the JPO any additional violations.