

AGREEMENT BETWEEN
THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA 050294
AND
THE CITY OF GAINESVILLE
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT, made and entered into this 19th day of July, 2005, 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 cooperation to provide a School Resource Officer (SRO) program (a crime prevention program) to the public schools of Alachua County.

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

1. A. GPD shall assign two (2) police officers/facilitators as School Resource Officers to each of the following schools:

A. Quinn Jones Center, 1108 NE 7th Avenue, Gainesville
Gainesville High School, 1900 NW 13th Street, Gainesville
Horizon Center, 2802 NE 8th Avenue, Gainesville

B. GPD shall assign one officer as a School Resource Officer (Officer Friendly) to provide public safety and prevention and intervention education programs at the following elementary schools:

Anchor Center, 312 NW 16th Avenue, Gainesville
Duval Elementary School, 2106 NE 8th Avenue, Gainesville
Glen Springs Elementary School, 2826 NW 31st Avenue, Gainesville
Littlewood Elementary School, 812 NW 34th Street, Gainesville
J. J. Finley Elementary School, 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

2. The School Board agrees to pay \$182,725.20 as its share of funding seven (7) School Resources Officers for the period from October 1, 2005 to September 30, 2006. 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 October 30, 2005.

3. The School Board agrees to provide up to \$6,000 for instructional materials, overtime expenses incurred by SRO's and SRO's supervisors for service rendered at the three schools served by the SRO's, or SRO training approved by the SBAC District Security Chief. Examples of activities to be billed as overtime could include PTA meetings, carnivals, bike rodeos, school fairs, other school duties that extend beyond the normal school day. These funds will not be used to pay for law enforcement security at sporting events.

In the event the State of Florida withholds or reserves any part of the funds of the state's Safe Schools Grant, the compensation provided for herein in paragraphs numbered 2 and 3 will be reduced accordingly and the parties will renegotiate the scope of services to be provided hereunder.

4. The School Resource Officers Program will operate in accordance with the guideline attached hereto as Exhibit "A".
5. 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 GPD.
6. Each School Resource Officer shall establish an SRO/Principal agreement outlining the objectives and responsibilities associated with the tasks assigned to the SRO position for the school year. The GPD supervisor shall appraise the School Resource Officer's yearly performance with input from the school principal.
7. This Agreement may be terminated without cause by either party upon ninety (90) days written notice. In the event this Agreement is terminated, 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 that period of time when the School Resource Officer's/Facilitator's services are not provided because of the termination of this Agreement.
8. 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:

Dr. W. Daniel Boyd, Jr.
Superintendent
School Board of Alachua County
620 East University Avenue
Gainesville, FL 32601

Norman Botsford
Chief of Police
Gainesville Police Department
P. O. Box 1250
Gainesville, FL 32602

9. 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.
10. This document, and the SRO/Principal's Agreement, 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.

In accordance with Section 1012.465, Florida Statutes (2005), contractual personnel, and their officers, agents, and/or employees, who will have direct contact with students, who will be permitted access to school premises while students are present, or will have access to or control of school funds, must first present themselves for fingerprinting at a location designated by the School Board and must pass Level 2 screening standards set forth in Section 435.04, Florida Statutes. Associated costs shall be borne by the City.

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

By: *Tina Pinkoson*
 Tina Pinkoson
 Chairperson 7-19-05

By: _____
 Barbara Lipscomb
 Interim City Manager

Attest: *Dr. W. Daniel Boyd, Jr.*
 Dr. W. Daniel Boyd, Jr. Date
 Superintendent 7-19-05

Attest: _____
 Norman Botsford Date
 Chief of Police

Approved As to Form:

Approved as to Form and Legality

James F. Lang
 James F. Lang Date
 School Board Attorney 7-19-05

 Ronald D. Combs Date
 Sr. Assistant City Attorney
 City of Gainesville

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 counseling 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 counseling;
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) counseling students; c) delivering curriculum in a classroom setting; d) providing public safety information; and e) providing law enforcement assistance.
 - a) 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.
 - b) Students, parents, teachers, school administrators, or the SRO may initiate counseling sessions. The officer has the discretion about what action he/she may take if he/she becomes aware of a criminal act.
 - c) Special topics which the SRO will discuss in the classroom setting upon request are listed in the School Resource Officer curriculum as prepared by the SROs.
 - d) The SRO will investigate crimes which take place on the school property and may participate in the investigation of crimes, on or off campus, which 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.

4. 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.
5. To coordinate the exchange of information between SROs in various schools, regularly scheduled meetings should be held for all SROs. It is hoped that this will eliminate the potential problems which might arise because a School Resource Officer's department does not patrol the neighborhood in which the students live.
6. 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.
7. While on campus, in the capacity of SRO, the officer will wear the approved 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:
 - a. Shoplifting
 - b. Vandalism
 - c. Assault and Battery
 - d. Trespass
 - e. Burglary
4. Traffic Law
5. Drunk driving
6. Substance Abuse
7. Rape Prevention
8. Crime Prevention
9. Other topics which the SRO may be requested to cover by the school as needs develops

Selection Criteria

Each potential SRO shall be interviewed by the Officers in charge of the District the school is located in. The following factors will be considered in their selection process:

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

Preservice Training

School Resource Officers shall attend the 40-hour "SRO Basic Training" offered by the State of Florida Attorney General's Office.

Reports

The Gainesville Police Department shall compile a written monthly report documenting the work schedule of the SRO's. 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 of the School Board.