

**AGREEMENT BETWEEN  
IMAGINE SCHOOL AT NORTH PORT  
And  
CITY OF NORTH PORT  
For  
THE SCHOOL RESOURCE OFFICER PROGRAM**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of July, 2018, effective July \_\_\_\_, 2018, by and between **IMAGINE SCHOOL AT NORTH PORT**, (hereinafter referred to as the "ISNP"), and **CITY OF NORTH PORT, FLORIDA** (hereinafter referred to as the "City of North Port").

**WITNESSETH:**

**WHEREAS**, ISNP and the City of North Port desire to continue to provide law enforcement and related services to the Elementary and Upper Campus at Imagine School at North Port; and

**WHEREAS**, A School Resource Officer Program has been established for ISNP, as hereinafter described; and

**WHEREAS**, ISNP and City of North Port recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of North Port, Florida, and particularly to the students of ISNP; and

**WHEREAS**, It is in the best interests of ISNP, the City of North Port, and the citizens of North Port to maintain this program.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, ISNP and the City of North Port hereby agree as follows:

**ARTICLE I**

A School Resource Officer Program is hereby established at ISNP, for twelve months from July \_\_, 2018 to June 30, 2019.

**ARTICLE II**

Rights and Duties of the City of North Port

The City of North Port shall provide regularly employed police officers to serve as School Resource Officers (hereinafter referred to as "SRO") as follows:

A. Assignment of School Resource Officers

1. The Chief of the City of North Port Police Department shall assign two SROs to ISNP.
2. The Chief of City of North Port Police Department shall assign one SRO to ISNP – Elementary and one SRO to ISNP – Upper Campus.

B. Regular Duty Hours of the School Resource Officer

1. Each SRO shall be assigned to ISNP on a full-time basis and during those hours that the school is in regular session the SRO shall be on campus from 1/2 hour prior to the start of classes until 1/2 hour after classes are dismissed. During the daily tour of duty, the SRO will be on campus performing such tasks as may be required by the SRO's assignments.

The SRO may be temporarily reassigned by the Chief of the City of North Port Police Department during school holidays and vacations, and/or during any period of police emergency.

2. Regular working hours may be adjusted on a situational basis with the consent of the SRO supervisor. These adjustments should be approved prior to their being required and should be to cover any scheduled school related activity requiring the presence of a law enforcement officer.
3. Whenever possible, training for the SROs that is required by their Bureau Commander and for training that is mandated by the Florida Police Standards and Commissions shall be scheduled for times other than the regular school duty day. Such training may include briefing/information sharing between the various SROs and any other law enforcement agency.
4. The City of North Port shall provide a substitute SRO in the event the assigned SRO is absent from duty.

C. Overtime Hours for School Resource Officers

1. Overtime hours for the SROs that are authorized and approved by the Chief of the North Port Police Department shall be paid by the City of North Port in accordance with the City of North Port Police Department's established overtime procedures,
2. An SRO who enters into a contractual agreement with ISNP for coaching duties, after school intramural programs or teaching shall be paid by ISNP in accordance with ISNP's established procedures.
3. An SRO who is requested to work detail hours at his/her respective campus by school administration for security, sporting events and other special projects shall be paid by ISNP in accordance with the current established procedures of the City of North Port Police Department.

D. Duties of School Resource Officers

1. Instructional responsibility of the SRO at the ISNP Upper Campus:
  - a. The SRO shall act as instructor for specialized, short-term programs at the Upper Campus, when invited to do so by the Principal or member of the faculty.

- b. The SRO at the Upper Campus shall teach a part of the "Life Skills Drug Education Program" as a guest speaker. The Principal or member of the faculty shall make the request of the SRO. The SRO shall not be asked to teach the Life Skills Drug Education Program on a full-time basis.
  - c. The SROs shall make available to the Upper Campus faculty and students a variety of law-related presentations.
  - d. Any exceptions to the above must be mutually agreed upon by the Chief of City of North Port Police Department, the superintendent of schools, and the individual school Principal.
2. Instructional responsibility for the SRO at ISNP - Elementary:
- a. The SRO shall act as instructor for specialized, short-term programs at the Elementary school, when invited to do so by the Principal or member of the faculty.
  - b. The SRO at the elementary school shall teach a part of the "Life Skills Drug Education Program" as a guest speaker. The Principal or member of the faculty shall make the request of the SRO. The SRO shall not be asked to teach the Life Skills Drug Education on a full-time basis.
  - c. The SRO shall make available to the Elementary School faculty and students a variety of law-related presentations.
  - d. Any exceptions to the above must be mutually agreed upon by the Chief of the City of North Port Police Department, the superintendent of schools, and the individual school Principal.
3. Additional duties and responsibilities of the SROs:
- a. The SROs shall coordinate all of his/her activities with the Principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.
  - b. The SROs shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the police officer and the police mission.
  - c. The SROs shall encourage individual and small group discussions with students, based upon material presented in class to further establish rapport with the students.
  - d. The SROs shall make himself/herself available for conferences with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
  - e. The SROs shall become familiar with all community agencies which offer

assistance to youth and their families, such as mental health clinics, drug treatment centers, etc. The SROs shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty and staff of the school.

- f. The SROs shall assist the Principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on campus or during school sponsored events.
- g. Should it become necessary to conduct formal police activities with the students, the SROs shall adhere to ISNP policy, police policy, and legal requirements with regard to police activities such as investigations and interviews. Confidential information obtained pursuant to Chapter 39, Florida Statutes (proceedings relating to juveniles), shall not be disclosed except by law, court order, or by the criteria set forth in the Juvenile Justice Information Sharing Agreement and F.D.L.E. Users Agreement.
- h. The SROs shall take law enforcement action as required. As soon as practicable, the SROs shall make the Principal of the school aware of such action. At the Principal's request, the SROs shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions to the extent that the SROs may do so under the authority of law. Whenever practicable, the SROs shall advise the Principal before requesting additional police assistance on campus.
- i. The SROs shall give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment, whenever necessary. These requests must be handled in accordance with established City of North Port overtime procedures. Any overtime payments necessitated by this paragraph will be paid by the City of North Port.
- j. The SRO may be assigned non-campus investigations relating to runaways that attend the school to which the SRO is assigned.
- k. SROs will be assigned thefts of bicycle cases.
- l. The SROs shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall make them available to the Principal and Superintendent as required by law.
- m. The SROs shall not act as a school disciplinarian. However, if the Principal believes an incident is a violation of the law, the Principal shall contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO is not to be used for regularly assigned lunchroom duties, hall monitors, bus duties or other monitoring duties. If there is a problem in one of these areas, the SRO may assist the school until the problem is resolved.
- n. The SROs shall provide regular security services, such as monitoring access doors,

particularly during student drop-off and pick-up times, walking hallways, and patrolling school perimeters. The SROs shall participate in safety drills and in the development of the school's Crisis Management Plans.

- E. The Chief of the City of North Port Police Department shall assign one full-time Sergeant to oversee all of the School Resource Officers assigned above and to perform scheduled or un-scheduled visits to all ISNP schools and to perform other assigned tasks including:
1. Approving reports, providing leadership, training, direction, evaluation, analyzing campus statistics and problem areas, and establishing rapport with school administrations.
  2. Being available for investigations for ISNP. (Criminal related incidents on ISNP employees which have students listed as the complainant/victim.)
  3. Investigating expulsion requests and assisting with delivery of expulsion hearing notices with ISNP employees.
  4. Be a liaison to the Director of Sarasota School District Safety, Security & Emergency Management, and other school district personnel.

### **ARTICLE III**

#### **Rights and Duties of ISNP**

- A. ISNP shall follow and implement the requirements of the Marjory Stoneman Douglas High School Public Safety Act, including but not limited to sections 1006.07 and 1006.12, Florida Statutes.
- B. ISNP shall provide to the SROs the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
1. Access to an air-conditioned and properly lighted private space, which shall contain a telephone which may be used for general business purposes.
  2. A location for files and records that can be properly locked and secured.
  3. A desk with drawers, a chair, workable filing cabinet, and office supplies.
  4. Access to a computer.
  5. Use of an administrative assistant.

### **ARTICLE IV**

#### **Financing of the School Resource Officer Program**

- A. ISNP agrees to pay a fee of \$139,346.78 as its share of the SRO officers for ISNP Upper Campus and ISNP Elementary School for the twelve-month period July 1, 2018 to June 30, 2019, pro-rated for the period of time needed for selection and placement of the SROs

at ISNP.

- B. Funds provided by ISNP during the term of this Agreement for the total amount of \$139,346.78 for the School Resource Officer services listed in this Agreement shall be paid to the City of North Port in 12 equal monthly payments beginning July 1, 2018, prorated as stated above.

## **ARTICLE V**

### **Employment Status of School Resource Officer**

School Resource Officers shall remain employees of the City of North Port and shall not be employees of ISNP. ISNP and the City of North Port acknowledge that the SRO shall remain responsive to the chain of command of the City of North Port Police Department. The City of North Port shall hold ISNP, Imagine Schools, Inc., Imagine Schools Non-Profit, Inc., and their directors, officers, employees, and representatives ("ISNP Parties") harmless from any claim, demand, suit, loss, cost, expense, or damage which may be asserted, claimed, or recovered against the ISNP Parties by reason of any act of SRO in performance of his/her duties under this Agreement.

## **ARTICLE VI**

### **Appointment of School Resource Officers**

- A. The Superintendent and the Chief of the City of North Port Police Department shall appoint two members to a School Resource Officer Personnel Board, these members shall be the ISNP School Principals, which shall have as its sole function the recruitment, interviewing and evaluation of School Resource Officers. The School Resource Officer Personnel Board shall meet as necessary and shall conduct oral examinations of SRO applicants.
- B. SRO applicants must meet the following requirements:
  - 1. The applicant must be a volunteer for the position of School Resource Officer.
  - 2. The applicant must be a City of North Port Police Officer with a preferred minimum of three (3) years of law enforcement service or experience.
  - 3. The SRO applicant should have at least a degree from an accredited college or the equivalent in credit hours. A Bachelor of Arts or Science Degree is preferred. A comparable amount of training, education or experience may be substituted for the above qualifications.
- C. Additional criteria for consideration by the School Resource Officer Personnel Board are job knowledge, experience, training, education, attitude, communications skills and bearing.
- D. The names of applicants receiving a favorable recommendation from the School Resource Officer Personnel Board (which recommendation shall follow only upon a majority vote of the School Resource Officer Personnel Board), shall be forwarded to the Chief of the

City of North Port Police Department, who shall assign an officer from the list.

E. An SRO may transfer to any school when a vacancy occurs provided:

1. Principal agrees with transfer
2. SRO supervisor agrees with transfer
3. Approval by the Chief of Police for the City of North Port

## **ARTICLE VII**

### **Dismissal of School Resource Officer; Replacement**

A. In the event the Principal of the school to which the SRO is assigned has evidence that the particular SRO is not effectively performing his or her duties and responsibilities, the Principal shall recommend to the Chief of City of North Port Police Department that the SRO be removed from the program at his/her school and shall state the reasons therefore in writing. Within a reasonable period after receiving the recommendation from the Principal, the Chief of the City of North Port Police Department or designee may ask to meet with the SRO and the Principal to mediate or resolve any problems which may exist.

At such meeting specified members of the school's staff may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of the City of North Port Police Department, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

- B. The Chief of the City of North Port Police Department may reassign an SRO based upon Department Rules, Regulations and/or General Orders and when it is in the best interest of the people of North Port.
- C. In the event of the resignation, reassignment, or long-term absences by an SRO, the Chief of the City of North Port Police Department shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, resignation or reassignment. As soon as practicable, the School Resource Officer Personnel Board shall recommend a permanent replacement for the SRO position.

## **ARTICLE VIII**

### **Termination of Agreement**

This Agreement may be terminated by either party upon thirty (30) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. 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, compensation will be made to the City of North Port for all services performed to the date of termination. ISNP shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of the termination of this

Agreement.

## **ARTICLE IX**

### Notices

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:

Imagine School at North Port – Elementary  
1000 Innovation Avenue  
North Port, Florida 34289

Imagine School at North Port – Upper Campus  
2757 Sycamore Street  
North Port, Florida 34289

City of North Port  
City Manager  
4970 City Hall Boulevard  
North Port, Florida 34286

With copies of notices to:

City of North Port  
City Attorney  
4970 City Hall Boulevard  
North Port, Florida 34286

## **ARTICLE X**

### Good Faith

ISNP, the City of North Port, 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 Principals and the City Manager, or their designees.

## **ARTICLE XI**

### Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless made in writing and signed by both parties.

## **ARTICLE XII**

### Non-Assignment

This Agreement and each and every covenant herein shall not be assigned unless the



express written consent of the other party is obtained.

### **ARTICLE XIII**

#### **Merger**

This Agreement constitutes the final written expression of all of 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.

ATTEST:

CITY OF NORTH PORT, FLORIDA

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Patsy Adkins, MMC  
City Clerk

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Vanessa Carusone  
Mayor

Approved as to form and correctness:

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Amber L. Slayton  
City Attorney

Imagine School at North Port Upper Campus

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John Halcomb, Principal

Imagine School at North Port – Elementary

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Aleischa Coover, Principal