

**AGREEMENT BETWEEN
IMAGINE SCHOOL AT NORTH PORT, INC. AND CITY OF NORTH PORT
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is entered into by and between **IMAGINE SCHOOL AT NORTH PORT, INC. ("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 the 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, maintaining this program is in the best interests of ISNP and the City of North Port, and serves the public health, safety, and welfare of the citizens of North Port.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, ISNP and the City of North Port hereby agree as follows:

**ARTICLE I
TERM**

A School Resource Officer Program is hereby established at ISNP, for twelve months from July 1, 2022 through June 30, 2023.

**ARTICLE II
RIGHTS AND OBLIGATIONS OF THE CITY OF NORTH PORT**

The City of North Port shall provide regularly employed police officers to serve as School Resource Officers ("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 one-half (1/2) hour prior to the start of classes until one-half (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 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 must be authorized and approved by the Chief of the North Port Police Department and shall be paid by the City of North Port in accordance with the City of North Port Police Department's established overtime procedures.
2. Any 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. Any 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 themselves 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 that 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 *Interagency Agreement Regarding Sharing Information about Juvenile Offenders* 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 persons 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. As soon as practicable after an SRO takes law enforcement action, the SRO shall provide an incident report to the Principal.
- 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 unscheduled 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 criminal incidents where the student is the complainant/victim and the suspect is an ISNP employee.
 - 3. Investigating expulsion requests and assisting with delivery of expulsion hearing notices with ISNP employees.
 - 4. Acting as 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; and
 - 5. Use of an administrative assistant.

ARTICLE IV FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM

- A. ISNP agrees to pay a total fee of \$146,860.05 as its share of the SRO officers for ISNP Upper Campus and ISNP Elementary School.
- B. ISNP shall pay the fee to the City of North Port in 12 equal monthly payments beginning July 1, 2022, prorated for the period of time needed for selection and placement of the SROs at ISNP.

**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.

**ARTICLE VI
INDEMNIFICATION**

- A. ISNP and the City of North Port agree to indemnify and save harmless the other party, its agents, officials, directors, officers, employees, and representatives against all injuries, deaths, losses, damage claim, suits, liabilities, judgements, costs, attorney fees, and expenses which may accrue against the other party as a consequence of the intentional or negligent acts of the indemnifying party's employees, agents, or licensees arising out of the performance of each party's obligations under this agreement.
- B. Nothing in this Agreement shall be deemed to affect the rights, privileges, immunities or limitations on liability provided to the City of North Port as set forth in Section 768.28, Florida Statutes and the Florida Constitution.
- C. In the event of any threatened or impending action that may give rise to a claim under the terms of this article, the party seeking indemnification for such claim must promptly give notice to the other party in writing by certified mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the indemnifying party. The terms of this article shall survive the termination of this agreement.

**ARTICLE VII
APPOINTMENT OF SCHOOL RESOURCE OFFICERS**

- A. The ISNP School Principals shall serve as the sole members of the School Resource Officer Personnel Board, 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 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 applicant should have 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; and
 - 3. Chief of Police for the City of North Port approves.

**ARTICLE VIII
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 that 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 that 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 citizens 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 IX
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 prorated refund for that period of time when SRO services are not provided.

**ARTICLE X
NOTICES**

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited with the United States Postal Service, postage prepaid and addressed as follows:

For ISNP:

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

For City of North Port:

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

With copy to:
City of North Port City Attorney
4970 City Hall Boulevard
North Port, Florida 34286

**ARTICLE XI
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 XII
MISCELLANEOUS**

- A. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- B. Governing Law and Venue: The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

- C. Severability: Should any provision of this Agreement be decided by the courts to be illegal, invalid, or conflict with any law, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.
- D. Headings: The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
- E. Complete Agreement: This Agreement contains and embodies all the representations, covenants and promises made by the Parties. Except as otherwise provided herein, no modifications or Amendments to this Agreement shall be valid unless in writing and executed by the Parties.
- F. Non-Discrimination: The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. ISNP shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- G. Assignment: ISNP shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

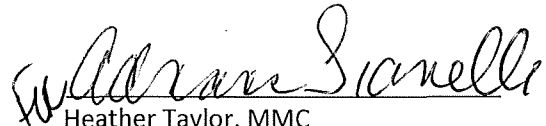
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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

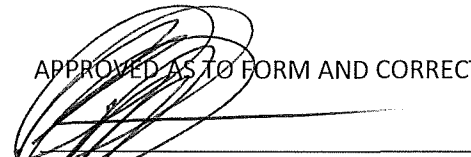
CITY OF NORTH PORT, FLORIDA

ATTEST:


A. Jerome Fletcher II, ICMA-CM, MPA
City Manager


Heather Taylor, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:


Amber L. Slayton
City Attorney

IMAGINE SCHOOL AT NORTH PORT, INC.

[Signature]
Elise Bouchard, Chair
ISNP Governing Board

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of physical appearance or online notarization, this 28 day of April, 2022, by Elise Bouchard.

[Signature]
Notary Public – State of Florida

IMAGINE SCHOOL AT NORTH PORT UPPER CAMPUS

[Signature] 4/28/2022
John Halcomb, Principal



IMAGINE SCHOOL AT NORTH PORT – ELEMENTARY

[Signature] 4/29/22
Alejscha Coover, Principal