

SCHOOL RESOURCE OFFICER AGREEMENT

This agreement made and entered into by and between the **School Board of Hernando County, Florida**, (herein referred to as the School Board) and the **Hernando County Sheriff's Office**, (herein referred to as the Sheriff's Office). The School Board and Sheriff's Office may collectively be referred to as the "Parties" from time to time in the agreement.

WHEREAS this agreement is to continue the School Resource Officer (SRO) Program in Hernando County Schools; and

WHEREAS the School Board and Sheriff's Office recognize the potential outstanding benefits associated with School Resource Officer ("SRO") program to the citizens of Hernando County, Florida and particularly to the students of the public school system of Hernando County, Florida; and

WHEREAS the School Board and Sheriff's Office desire to provide law enforcement services to the public schools of Hernando County, Florida, as provided for herein; and

WHEREAS the School Board and Sheriff's Office recognize that under this agreement, the parties are seeking to describe the general expectation for the level of service contemplated by this agreement, that a SRO will be on site at the identified schools during hours and/or that students are present at the school. In the event that staffing or personnel needs of the Sheriff's office materially reduce this level of service, the parties agree to negotiate a mechanism for adjustments. **WHEREAS** the School Board and Sheriff's Office recognize the benefits of a long- term agreement, relationship and collaborative efforts in providing trained deputy sheriffs to carry out the aims of this agreement.

WHEREAS the School Board and Sheriff's Office in signing this agreement and related exhibits or addendums covenant to bargain in good faith to maintain this contractual relationship and agree to continue to do so in the course of their dealings.

NOW, THEREFORE, the parties, intending to be legally bound to the terms of this agreement, stipulate and agree as follows:

ARTICLE I RECITALS

Each of the recitals set forth above are true and accurate in all material respects, and are adopted and incorporated herein, in these words.

ARTICLE II

APPOINTMENT AND DUTIES OF THE SRO

SRO Assignment. The Sheriff's Office will provide one regularly employed assigned deputy sheriff having the State of Florida basic SRO certification to serve as the School Resource Officer (SRO) at each school listed in **Exhibit A**. If the regularly assigned deputy does not have the aforementioned SRO certification upon commencement of this agreement, the Sheriff's Office will ensure that each regularly assigned deputy sheriff will use all reasonable efforts to attain SRO certification within 12 months of the commencement of this agreement.

Relief Factor. Two float SROs, in addition to individual school-assigned SROs as evidenced in Exhibit A, shall also be provided, subject to the same terms and conditions outlined herein, to act as relief should an SRO require leave from their assigned post. The positions, when possible, shall be staffed with senior SROs that shall be available to move among campuses, if not needed for relief, in an effort to mentor, interact with students and staff, or respond to schools if additional SRO presence is needed for any emergencies.

Exhibit A may be amended from time to time at the mutual consent of the parties to reflect necessary changes to Exhibit A; however, any such amendments must be in writing and signed by the parties or their respective designees. (For the purposes of this provision, the School Board authorizes the Superintendent to act as its designee.) Such amendments will be deemed an amendment to the Agreement when signed by both parties. Such amendment will not change any other term or condition of the Agreement.

Hours. Regular duty hours of School Resource Officer: Each SRO will be assigned to his/her school on a full-time basis of eight hours on those days that school is in session. The SRO may be temporarily reassigned during periods of an emergency upon mutual consent of the parties. The SRO will also participate in any pre-school or post-school activity that is appropriate and agreed upon by both parties. The parties agree that to the greatest extent possible all training and annual leave for assigned SRO officers will not be scheduled when school is in session. If SRO works more than 85 hours in a two-week pay period, due to late afternoon arrival of district transportation vehicles, he/she will be paid by the District at the additional duty rate of pay in hour increments for the number of whole and partial hours in quarter-hour increments beyond 85 hours. All requests for such additional pay will be presented to the Office of Safe Schools by the Sheriff or designee. Requests for such additional pay will be submitted during the two-week pay cycle which immediately follows the HCSO pay period in which the hours were accumulated.

Duties of the School Resource Officer. The duties of the SRO shall be as set forth herein and as specified in Section 1006.12 Florida Statutes. Any modifications to the duties of the SRO will be in writing after discussion between the Superintendent of the School Board, the Sheriff, or their respective designees.

The School Resource Officer shall:

1. Act as a resource in the area of law enforcement education at the request of the principal.
2. Advise faculty and staff concerning community agencies that offer assistance to youth and their families such as mental health clinics, drug treatment centers, Juvenile Justice, etc.
3. Conduct criminal investigations of violation of law on School Board property where the SRO is assigned.
4. Advise the principal of any law enforcement activity occurring at the school prior to implementation when it is possible to do so without interfering with an ongoing investigation.
5. Make arrests and referrals of criminal law violators when appropriate. The principal will be made aware of any arrest, as it relates to the school.
6. Appear at State Attorney's Office investigations, depositions, trials and sentencing.
7. Provide counseling to students at the request of the Principal or designee.
8. Assist School Board in recovering School Board property in cooperation with other police agencies.
9. Wear the official SRO uniform at all times on school property. School resource officers will be armed in compliance with Sheriff's Office policies and procedures.
10. Perform such other duties as directed by the Sheriff's Office consistent with the SRO Program, State and Federal law, and the policies and procedures of the Hernando County Sheriff's Office and the Hernando County School Board.
11. Respond to campus situations that pose a threat to the immediate physical safety of school staff or students and/or the destruction of property. The SRO will be a part of a threat assessment team pursuant to Section 1006.07(7), F.S., and as otherwise required/provided by law.
12. Assist the principal in developing plans, strategies, and training for staff and students to prevent and/or minimize dangerous situations.
13. Provide coverage for school wide events (e.g., open house, back to school nights, etc.). Extracurricular events during non-school session hours (e.g., sporting events, fine arts performances, etc.) shall be compensated according to off-duty pay schedule.
14. Provide summer coverage for not more than five (5) sites throughout the district according to the summer schedule - not to exceed 8 weeks, Monday through Thursday, maximum of 8 hours per day.

15 Adhere to any other Florida Administrative Rules required.

The Sheriff or Designee shall:

1. Provide to the Hernando County School District School Safety Specialist, as soon as practicable, information regarding the circumstances of disciplinary investigation and/or termination of any SRO so that the School Safety Specialist can report the information to Florida Department of Education Office of Safe Schools as required by law.
2. Cooperate with the School District in support, utilization and training of District- employed Guardians.

Student Information. The School Board and the Sheriff agree, pursuant to 1002.221 (2)(c), 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 online student information system program to each School Resource Officer for students at the school where the officer is assigned.

ARTICLE III POLICIES

The SROs shall be employees of the Sheriff's Office and shall be required to comply with all policies and General Directives of the Sheriff's Office. The SROs shall not be employees of the Board, but will comply with all School Board policies and procedures in all cases that do not conflict with law, Sheriff's Office policies, procedures or directives. In the event of any actual or perceived conflict, the individual will immediately bring the matter to the attention of his/her supervisor for resolution consistent with the terms of Article V of this agreement.

ARTICLE IV PAYMENT AND PROVISION OF SRO

The Sheriff's Office will provide deputy sheriff staff in accordance with Exhibit A, which will be reviewed and/or updated annually to reflect changes to the school district makeup.

The School Board will come to an agreement with the Hernando County Board of County Commissioners as to an appropriate reimbursement of costs payable by the School Board, associated with the SRO program. The Board will directly disperse agreed upon funding to the Board of County Commissioners in accordance with the Board of County Commissioners regular accounts payable procedures. The Sheriff's Office will submit a budget request, each year, which includes all the necessary positions outlined in Exhibit A for each year of this agreement. Future amounts for years two, three, and four shall be

paid quarterly and remitted to the Hernando County Board of County Commissioners in accordance with the Hernando Board of County Commissioners' regular accounts payable procedures pursuant to the Board of County Commissioners and Hernando County School Board reimbursement or contribution agreement for SRO services.

No pro-rations or refunds will be due when the SRO is absent from a school site for any leave authorized by the Sheriff's Office as a replacement deputy shall be provided, except as specifically provided herein in the Notice and Termination section of Article X.

For each two-week period in which a float position is vacant, the quarterly payment will be reduced by an amount commensurate with the average cost of the position.

ARTICLE V RESOLUTION OF DISPUTES/QUESTIONS

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 School Superintendent and the Sheriff or their respective designees.

ARTICLE VI TERM

The term of this Agreement shall commence effective as of July 1, 2025 and continue through June 30, 2028. The Superintendent or their designee(s) is expressly authorized and empowered by the School Board to negotiate an expansion of the SRO agreement for this term and future terms of this agreement. Any subsequent increase in the annual cost of this agreement will be negotiated and documented through separate addenda to this agreement. The Superintendent or designee shall have authority on behalf of the School Board to sign any monetary modifications pursuant to the terms of this agreement for years two and three of this agreement.

ARTICLE VII EMERGENCY RESPONSE

School personnel requests for law enforcement response to an emergency situation when an SRO is off-duty should be made by calling 911. Response to requests for emergency assistance may or may not include the assigned SRO.

ARTICLE VIII MATERIALS AND FACILITIES

The School Board shall provide to the SRO assigned to each school the following materials and facilities:

1. A private office, which is air conditioned and properly lighted, with a telephone to be used for general business purposes.

2. A location for files and record-? That can be locked and secured.

3. A desk with drawers, a chair, filing cabinet, computer, computer access, and office supplies (i.e., paper, pencil, pens, etc.).

ARTICLE IX PERFORMANCE REVIEW

The principal of each school, or designee, will complete an appraisal at least twice annually with the Sheriff's Office designee concerning the performance and services provided by the assigned SRO. Principal or designee will share appraisal with School Safety Specialist upon completion. School Safety Specialist will share appraisals with Sheriff's designee twice annually.

ARTICLE X GENERAL

Authority. Nothing contained herein shall be construed to modify Section 1001.33, F.S. and the schools shall remain under the control of the principals, who under Section 1012.28, F.S., is responsible for supervision and management of school and property. The SRO may take whatever steps the SRO deems appropriate in the event of criminal activity pursuant to normal law enforcement procedures. The SRO shall not be unlawfully impeded while in the performance of statutory duties or while in the investigation or prevention of crime.

Sovereign Immunity. Neither Party waives sovereign immunity by entering into this agreement and fully retains all immunities and defenses provided by law with respect to any claim or action based on or occurring as a result of this agreement. Nothing in this Agreement shall be construed in any way to waive rights or defenses of the Sheriff's Office and the School Board under Section 768.28, F.S., as it now exists or as it may be amended from time to time. Each Party shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture of employment between the Parties. Each Party shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

Public Records Requirements. The parties acknowledge that this agreement and any files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Documents") produced or developed during the performance of this agreement may be subject to the Public Records Act unless exempt under the Act or other controlling law, including but not limited to Section 1002.22 F.S., and 20 U.S.C. s. 1232g (FERPA) Notwithstanding any provision to

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the contrary within this Agreement and except only with regard to educational records to which it was granted access by another source, Sheriff shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, F.S.; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99); and any other state or federal law or regulation regarding their use and the confidentiality of student information and records. The parties agree that there shall be no re-disclosure of such information unless authorized by law or consented to by an eligible student or the student's parent/guardian.

The School Board must contact the Hernando County Sheriff's Office Public Records Custodian with any questions regarding School Board's duties to provide public records of the Hernando County Sheriff's Office relating to this contract. The Hernando County Sheriff's Office Public Records Custodian contact information for this contract is:

Lana Erickson
Records Custodian
Alvin D. Nienhuis, Sheriff
18900 Cortez Blvd.
Brooksville, FL 34601

The Sheriff's Office must contact the Hernando County School Board Records Custodian with any questions regarding the Sheriff's Office's Duties to provide public records of the School Board related to this contract. The School Board's Public Record Custodian contact information for this contract is:

Aaron Ellerman
Director of Communications
919 North Broad Street
Brooksville, FL 34601

Funding. Notwithstanding anything contained in the agreement to the contrary, this agreement is subject to funding availability and may be terminated if funding becomes unavailable. Each party shall make all reasonable efforts to provide adequate and reasonable advance written notice should to the extent a funding shortage becomes or is foreseeable.

Notice and Termination. The parties agree that this agreement may be terminated by either party upon one hundred, eighty (180) days advance written notice to the other party. Written notice shall be made via United States Certified Mail Return Receipt (green card, not electronic). In the event of such termination, services due under this agreement shall be provided, and all funds due for such services shall be paid through the effective date of termination. Notices shall be provided as follows:

In case of the Sheriff, to:
Hernando County Sheriff's
Office: Alvin D. Nienhuis, II,
Sheriff 18900 Cortez Blvd,
Brooksville, FL 34601

In case of the School Board, to:
Hernando County School Board: Ray Pinder, Superintendent
919 North Broad Street
Brooksville, FL 34601

With Copy to:
Kristin Ottinger Esq.
919 North Broad Street
Brooksville, Florida 34601

Non-Assignment. This agreement, and each and every covenant herein, shall not be capable of assignment by any of the parties hereto, unless the express written consent of the School Board the Sheriff's Office is obtained.

Governing Law. All questions, issues or disputes arising out of or under this agreement, shall be governed by the laws of the State of Florida and the venue of any litigation shall be Hernando County, Florida.

General. The invalidity of any provision of this agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Whenever possible, each provision and term of this agreement will be interpreted in a manner to be effective and valid but if any provision or term of this agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of the agreement. If any action is commenced to construe or enforce the agreement or the rights and duties created hereunder, then the party prevailing in that action shall be entitled to recover its costs and fees incurred in enforcing any judgement entered herein. All disputes arising out of or in connection with

HCSD/HCSO School Resource Officer Agreement

the agreement shall be attempted to be settled through good-faith negotiation between the parties, followed, if necessary, within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through negotiation or mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity.

**HERNANDO COUNTY
SHERIFF'S OFFICE**

SIGNED

BY: _____

ALVIN D. NIENHUIS, II SHERIFF,
HERNANDO COUNTY

DATE: _____

**SCHOOL BOARD OF HERNANDO
COUNTY, FLORIDA**

SIGNED

BY: _____

SHANNON RODRIGUEZ, SCHOOL BOARD
CHAIR

DATE: _____

Approved as to form and legality, subject to
execution.

SIGNED

BY: _____

ASHLEY MILLER
COUNSEL TO HERNANDO COUNTY
SHERIFF'S OFFICE

Approved as to form and legality,
subject to execution.

SIGNED

BY: _____

KRISTIN OTTINGER, ESQ. GENERAL
COUNSEL TO SCHOOL BOARD

EXHIBIT A

School Resource Officer Assignments

- Two (2) SRO sergeants
 - One (1) Lieutenant
 - One (1) K-9 Deputy
- One School Resource Officer assigned to each school listed below.
- | | |
|------------------------------------|----------------------------|
| • Central High School | Brooksville Elementary |
| • Hernando High School | Chocachatti Elementary |
| • Nature Coast High School | Deltona Elementary |
| • Springstead High School | Eastside Elementary |
| • Delores S. Parrott Middle School | J.D. Floyd Elementary |
| • Explorer K-8 | Moton Elementary |
| • Fox Chapel Middle School | Pine Grove Elementary |
| • Powell Middle School | Spring Hill Elementary |
| • Challenger K-8 | Suncoast Elementary School |
| • West Hernando Middle School | Westside Elementary |
| • Endeavor Academy | Weeki Wachee High |
| • Winding Waters K-8 | |

The annual payment for schools funded by the Hernando County School Board from July 1, 2025 through June 30, 2026 of this Agreement shall be an amount not to exceed \$3,063,031 (see Addendum A and B for years Two and Three of the agreement) which sum shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of each year. *Lieutenants salary and benefits to be paid by the Hernando County School District at 100% for all three years of this agreement.

**HERNANDO
COUNTY
SHERIFF'S OFFICE**

Initialed by: ____

DATE: _____

**SCHOOL BOARD OF
HERNANDO COUNTY,
FLORIDA**

Initialed by: ____ DATE: _____

EXHIBIT B

SRO K-9 Deputy Duties and Responsibilities

This exhibit represents the duties and responsibilities of one (1) deputy to serve under the School Operations Section (SOS) in a float/roaming capacity. A canine (K-9) primarily utilized to search for illegal items to include firearms, and firearm ammunition will be assigned to this deputy, effectively making the K-9 deputy within the SOS.

Selection. The selection of a K-9 deputy chosen to fill this position will be selected by HCSO K-9 and SOS supervision based on a variety of factors. These factors include: participation in a Hernando County Sheriff's Office oral interview (agency standard); participation in an obstacle course as determined and monitored by the K-9 Unit members and/or SOS supervision; and through a review of the deputies' personnel file and past work performance. Prior to the commencement of the review process, the Director of Safe Schools or his/her designee will be notified of the dates/times of the interviews and the identities of the applicants. The Director of Safe Schools or his/her designee will be afforded the opportunity to participate in all phases of the review process to include: active participation in the oral interview(s), attendance during the obstacle course evaluation(s), and the ability to consult with SOS supervision on the review of the applicant's personnel file and review of past work performance. Selection of the deputy assigned to this role will also be in accordance with current HCSO policy regarding K-9 deputies. The chosen deputy must have a minimum of two years law enforcement experience, must be in good physical condition, must be capable of housing their assigned K-9 at their home residence, and must give at least a four (4) year commitment to the position. Exceptions to the above commitment will include promotion, termination, disciplinary action, or a health issue preventing the chosen individual from performing necessary tasks.

Training. The initial training of the K-9 deputy and the K-9 partner, will be conducted in accordance with standards set forth by the Florida Department of Law Enforcement (FDLE) and established HCSO policy and procedures for the K-9 Unit. Prior to the deployment of official K-9 specific law enforcement functions, the K-9 and assigned handler (chosen deputy) will be trained and certified in areas such as obedience and scent detection by FDLE certified instructors. After initial training, the handler and K-9 will also obtain certification from the United States Police Canine Association (USPCA). Continuous training throughout the career of the K-9 is essential to the stability and development of the acquired skills of the K-9, and their assigned handler. The assigned handler and their K-9 will train along with the K-9 Unit; in doing so, they

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shall attend at least one (1) dedicated training session per month in compliance with FDLE and HCSO policies and procedures. This training is essential in order for the deputy and K-9 to maintain and further develop their trained abilities. The K-9 or SRO Unit supervisors have the discretion to require additional training dates throughout the month for the handler and/or the K-9. SOS supervision will notify the Director of Safe Schools or his/her designee when the deputy and their assigned K-9 will be unavailable for service due to scheduled training. The HCSO will record and maintain training and deployment records of the handler and K-9. Upon request, the Director of Safe Schools or his/her designee will be provided with various statistical and training records of these specific handler and K-9, within a reasonable amount of time.

Scheduling. The daily schedule of this K-9 deputy will be similar to that of a “float deputy”, in that they will have the ability to respond to any Hernando County school or related facility during their shift. In order to proactively respond to various schools within the Hernando County School District, the K-9 deputy will maintain a flexible work schedule. Due to their specialized training, the K-9 deputy shall not be utilized to provide coverage in lieu of the assigned SRO at a school, unless exigent circumstances exist. If such circumstances do arise, approval from the SOS lieutenant or his/her designee shall be required prior to the arrival of this decision. Prior to utilizing the K-9 deputy for this purpose, SOS supervision must first make every effort to provide SRO coverage to a school either by utilizing the SOS float deputy, the SOS corporal, or deputies from other entities within the HCSO. If the decision is made to utilize the K-9 deputy to provide coverage in lieu of the assigned SRO, the Director of Safe Schools or his/her designee will be notified. In the event that there is a request to utilize the K-9 deputy and assigned K-9 (whether requested by another entity within the HCSO, or from an outside law enforcement agency), the decision to allow the deputy and K-9 to respond to this request will rest with the SOS lieutenant or his/her designee. The SOS lieutenant or his/her designee will evaluate the details surrounding the request and shall only allow the deputy and K-9 to respond if exigent circumstances are present, or if it is determined that there are limited options for a successful outcome available at the time of the event. In the event such request is granted, the Director of Safe Schools or his/her designee will be notified. During the summer months and during times when regular school is not in session, the assigned deputy and K-9 will be utilized for school related functions and can be called upon to perform regular patrol duties only if there are no major school related functions occurring during their tour of duty that day. Determination of the scheduling of the SRO deputy and assigned K-9 during the summer months when regular school is not in session, will be made collaboratively with SOS supervision and the Director of Safe Schools or his/her designee. SOS supervision shall make an effort to have the K-9 deputy and their assigned K-9 available for certain after school related events that tend to draw large crowds, which

HCSO/HCSO School Resource Officer Agreement

include but are not limited to: sporting events, graduations, and school assemblies. Prior to the event, SOS supervision and the Director of Safe Schools or his/her designee may discuss whether it is necessary to utilize the K-9 deputy and their assigned K-9 for these events. In the event that SOS supervision determines that the response of the handler and K-9 is necessary prior to consultation with the Director of Safe Schools or his/her designee, they will be added to the list of already working personnel for the scheduled event.

Addendum A

July 1, 2026- June 30, 2027

A sum not to exceed \$3,212,430 which represents a five (5) percent increase in the total cost of the contract for SRO coverage of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year.

**HERNANDO
COUNTY
SHERIFF'S OFFICE**

**HERNANDO
COUNTY SCHOOL
BOARD**

Initialed by:

Initialed by:

DATE: _____

DATE: _____

Addendum B

July 1, 2027 - June 30, 2028

A sum of \$3,369,223 which represents a five (5) percent increase in the total cost of the contract for coverage of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year.

**HERNANDO
COUNTY
SHERIFF'S OFFICE**

Initialed by: _____

DATE: _____

**HERNANDO
COUNTY SCHOOL
BOARD**

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DATE: _____

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