

**WAUCHULA ELEMENTARY SCHOOL AGREEMENT BETWEEN
THE SCHOOL BOARD OF HARDEE COUNTY, FLORIDA
AND
THE CITY OF WAUCHULA, FLORIDA, AND THE WAUCHULA POLICE DEPARTMENT
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the SCHOOL BOARD OF HARDEE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter the "SCHOOL BOARD"), AND CITY OF WAUCHULA, FLORIDA (hereafter "CITY").

RECITALS

1. The SCHOOL BOARD and the CITY desire to provide law enforcement and related services to Wauchula Elementary School of Wauchula, FL, beyond those normally provided, and to provide a positive image of law enforcement through interaction with students by law enforcement officers; and
2. A School Resource Officer Program has been implemented for Wauchula Elementary school within the City of Wauchula as hereinafter described; and
3. The SCHOOL BOARD and the CITY recognize the potential outstanding benefits of the School Resource Officer Program to the residents of the City of Wauchula, Florida, and particularly to the students at Wauchula Elementary School; and
4. It is in the best interests of the SCHOOL BOARD, the CITY, and the residents of the City of Wauchula to establish this program.

Section 1. School Resource Officer Program. This Agreement governs the School Resource Officer Program in the public-school system with the Wauchula Police Department for the period 10/01/2026 throughout 9/30/2027.

Section 2. Rights and Duties of the CITY. The CITY shall provide a School Resource Officer, hereinafter referred to as SRO, as follows:

A. Assignment of School Resource Officer.

The CITY shall assign regularly employed officers to the Wauchula Elementary School for the period of 10/01/2026 through 09/30/2027. If an SRO is unavailable, the CITY will use their best efforts to provide a replacement SRO. During the pendency of a replacement, the CITY will utilize certified law enforcement personnel to the SRO program to provide temporary coverage until a replacement SRO has been assigned. All personnel assignments will be in the sole discretion of the CITY.

B. Regular Duty Hours of School Resource Officer.

The SRO shall be assigned to his/her school on a full-time or part-time basis on those days and during those hours that the school is in regular session. The SRO may be temporarily re-assigned by the CITY during school holidays and vacations, for training, or during the period of a law enforcement emergency.

C. Equipment of School Resource Officer.

All equipment purchased by the CITY for the SRO to perform his/her duties will remain the property of the CITY and the Wauchula Police Department.

D. Duties of the School Resource Officer.

1. The SRO shall act as an instructor for specialized short-term programs at the school, when invited to do so by the principal or a member of the faculty, when this function is appropriate and does not interfere with other related law enforcement functions.
2. The SRO shall seek coordination, advice and guidance prior to enacting any programs within the school.
3. The SRO shall develop expertise in presenting various subjects to students. Such subjects shall include a basic understanding of the laws, the role of the law enforcement officer, and the law enforcement mission.
4. The SRO shall encourage individual and small group discussions with students, to further establish rapport with the students.
5. When requested by the principal, the SRO shall attend parent faculty meetings to solicit support and understanding of the program, subject to the availability of the SRO in the sole discretion of the CITY.
6. The SRO shall make himself/herself available for conference with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to Chapter 39, Florida Statutes (proceedings relating to juveniles), shall not be disclosed except as provided by law or court order.
7. The SRO shall become familiar with all community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall recommend referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty and staff of the school.

8. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.
9. Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to SCHOOL BOARD policy, CITY'S policy, and legal requirements with regard to such interviews.
10. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal of the school, or other school administrator if the principal is unavailable, aware of such action. The SRO 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 SRO may do so under the authority of law.
11. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding their school assignment, or other law enforcement matters.
12. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall determine whether law enforcement action is appropriate.

Section 3. Rights and Duties of the School Board. The SCHOOL BOARD shall provide to all full-time 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 lit office, equipped with a telephone that 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, worktable, filing cabinet and office supplies.
4. Access to a typewriter and/or secretarial assistance.
5. Access to a computer to complete reports and assigned work.

Section 4. Financing the School Resource Officer Program. The SCHOOL BOARD shall reimburse the CITY for a portion of the cost incurred by the CITY to provide the School Resource Officer to the Wauchula Elementary School. The cost for the provision of the SRO to the SCHOOL BOARD is hereby established to be \$51,833.00 for the fiscal year 10/01/2026 through 09/30/2027. Therefore, the total commitment that is needed from the SCHOOL BOARD for the period 10/01/2026 through 09/30/2027 for this program is \$51,833.00 for one SRO position.

Section 5. Employment Status of the School Resource Officer. The SRO shall remain an employee of the CITY and shall not be an employee of the SCHOOL BOARD. The SCHOOL BOARD and the CITY acknowledge that the SRO is a law enforcement officer who shall uphold the law under the direct supervision and control of the CITY. The SRO shall remain responsive to the chain of command of the CITY. Nothing herein shall be construed as giving the SCHOOL BOARD Superintendent, Principal, or other agent of the SCHOOL BOARD the right to control the professional judgment or actions of the SRO. The CITY has agreed to make personnel who are qualified available to the SCHOOL BOARD, and the CITY covenants and agrees that the CITY will instruct all SROs to (i) use diligent efforts and appropriate skills and judgment and (ii) provide services in accordance with and in a manner consistent with customary and recognized standards of the law enforcement profession. The CITY understands that the SRO will not participate in any employee benefit provided by the SCHOOL BOARD and represents to the SCHOOL BOARD that the City of Wauchula will pay all compensation for their employees, will withhold income tax and social security tax for their employees, and will maintain workers compensation insurance for their employees.

Section 6. Dismissal of School Resource Officer; Replacement.

- A. If the principal of the Wauchula Elementary School feels that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the Superintendent of Schools that the SRO be removed from the program at his/her school and shall state the reasons therefore in writing. Within a reasonable time, after receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the CITY of the principal's request. If the CITY so desires, a designee shall meet with the SRO to discuss or resolve any problems which may exist. At such meetings specified members of the staff of the school to which the SRO is assigned may be requested to be present. If, within a reasonable amount of time after commencement of such discussion, the problem cannot be resolved, after due consideration of input from the Superintendent of Schools, the status of the SRO shall be determined by the CITY.
- B. The CITY may dismiss or reassign any SRO based upon department rules, regulations and/or operations orders or CITY'S discretion.
- C. In the event of the resignation, dismissal, illness, reassignment or other good and sufficient reason for unavailability of the SRO, or in the case of long-term absences by an SRO, the CITY shall utilize best efforts to provide a temporary replacement for the SRO within thirty (30) days of such officer's unavailability and to otherwise cover the position as best feasible utilizing existing personnel. As soon as practical, a permanent replacement will be recommended.

Section 7. Exchange of Information. This interlocal, interagency agreement shall be considered for all purposes pursuant to Section 1002.22(3)(d)13 as an exception to Students' Right to Privacy to allow the release and exchange of personally identifiable records or reports of a pupil or student to the CITY without the consent of the pupil or the pupil's parents.

Section 8. Termination of Agreement. Should either party breach any of the covenants, terms or conditions of this Agreement the other party may give written notice to remedy said breach within thirty (30) days. In the event the breaching party fails to remedy the breach within thirty (30) days of written notice, the non-breaching party may (a) continue this Agreement in effect and enforce all its rights and remedies hereunder, or (b) terminate this Agreement.

Section 9. Good Faith. The SCHOOL BOARD and the CITY, and their respective agents and employees agree to cooperate in good faith in fulfilling their terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the SCHOOL BOARD and the CITY, or their designees.

Section 10. Modifications. 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 hereafter made in writing and signed by the party to be charged.

Section 11. Duplicate Originals. This agreement may be executed in duplicate copies, each copy of which shall be deemed original.

[The remainder of this page is left intentionally blank.]

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

THE SCHOOL BOARD OF
HARDEE COUNTY, FLORIDA

Sign: _____
Sonja Bennett, Superintendent

Sign: _____
Hardee County School Board, Chair

“CITY”

City of Wauchula, a municipal corporation

By: _____
Richard Keith Nadaskay, Jr., Mayor

ATTEST:

Stephanie Camacho, City Clerk

APPROVED AS TO FORM &
CORRECTNESS



Kristie Hatcher-Botin, City Attorney