

**SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT
THE VILLAGES CHARTER SCHOOL, INC. AND
THE SUMTER COUNTY SHERIFF'S OFFICE AND
THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS AGREEMENT, made and entered into this 24th day of June, 2010, by and between **THE VILLAGES CHARTER SCHOOL, INC.** (hereinafter referred to as the "Charter School"), and **THE SUMTER COUNTY SHERIFF'S OFFICE** (hereinafter referred to as the "Sheriff") and **THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as the "BOCC").

WITNESSETH:

1. The Charter School, the Sheriff and the BOCC desire to provide law enforcement and related services to the Charter School; and
2. A School Resource Officer Program has been proposed for the Charter School as hereinafter described; and
3. The Charter School, the Sheriff and the BOCC recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Sumter County, Florida and particularly to the students of the Charter School; and
4. It is in the best interest of the Charter School, the Sheriff and the citizens of Sumter County to establish this program;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Charter School, the Sheriff and the BOCC hereby agree as follows:

**ARTICLE I
Establishment of a School Resource Officer Program**

A School Resource Officer Program is hereby established in the Charter School for one year, from July 1, 2010 to June 30, 2011.

**ARTICLE II
Rights and Duties of the Sheriff**

The Sheriff shall provide School Resource Officers (hereinafter referred to as "SRO") as follows:

A. Number of School Resource Officers

1. The Sheriff shall assign one full-time employed deputy sheriff to serve the Charter School which includes the Villages Elementary School, Villages Middle School and Villages High School.

B. Regular Duty Hours of School Resource Officers

1. Each SRO shall be assigned as an SRO on a full-time basis of eight (8) hours on school days and during the 180 days of regular session. The SRO may be temporarily

reassigned by the Sheriff during school holidays and vacations, or during the period of a police emergency.

C. Duties of School Resource Officers

1. Instructional responsibility for the SRO at the high school:
 - a. The SRO shall act as an instructor for specialized, short-term programs at the high school when invited to do so by the Principal.
2. Instructional responsibility for the SRO at the middle school:
 - a. The SRO shall act as an instructor for specialized, short-term programs at the middle school when invited to do so by the Principal.
 - b. When practical, the SRO may conduct Law Related Education classes to be coordinated through and approved by the Principal.
3. Instructional responsibility for the SRO at the elementary school:
 - a. SRO shall act as an instructor for specialized, short-term programs at the elementary school when invited to do so by the Principal.
 - b. The SRO shall develop instructional programs for the various grade levels of the elementary school; and these programs shall focus on safety, citizenship, obeying laws, and other topics related to law enforcement.
 - c. The Sheriff, the Charter School, and the BOCC must mutually agree upon any exceptions to the above.
4. Additional duties and responsibilities of the SRO
 - a. The SRO shall coordinate all of his activities with the Principal and staff members concerned and will obtain permission, advice and guidance from the Principal prior to enacting any programs within the school.
 - b. The SRO shall provide expertise to staff on various subjects related to students. Such subjects include the basic understanding of the laws, the role of law enforcement and the police mission.
 - c. The SRO shall encourage individual and small group discussions with students based upon material presented in class to establish rapport with the students.
 - d. When requested by the Principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
 - e. The SRO shall make himself available for conferences with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature when requested by the Principal or Director of Education. Confidential information obtained pursuant to Chapter 39, Florida Statutes (1986) (Proceedings Relating to Juveniles), shall not be disclosed except as provided by law or court order.
 - f. The SRO shall become familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff of the school. Any referrals made directly to a student will be reported to the Principal.
 - g. The SRO shall assist the Principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest and/or natural disaster.

- h. The SRO shall become familiar with accepted crime prevention techniques and shall make recommendations to the Principal of steps to reduce the opportunity for crime.
- i. Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to school policy, police policy, and legal requirements with regard to such interviews.
- j. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the Principal of the school aware of such action. At the Principal's request, 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. Whenever practicable, the SRO shall advise the Principal before requesting additional police assistance on campus.
- k. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his school assignment, whenever necessary.
- l. The SRO shall, whenever possible, participate in and/or attend school functions during school hours.
- m. The SRO may be assigned investigations relating to runaways, the grand theft of bicycles, or any crime, provided such investigations relate to the students attending the school to which the SRO is assigned. The SRO will not interfere with the operation of the school or the rights of privacy and confidentiality provided by Federal and state law to the students and their parents when conducting any such investigation.
- n. The SRO shall maintain detailed and accurate records of the operation of the School Resource Office Program, shall submit attendance progress, and shall submit other reports of an instructional nature as required by the Principal or school staff.
- o. 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 then determine whether law enforcement action is appropriate.
- p. The SRO shall notify the Principal when he will not be present for his regular duty.
- q. A written annual report of the activities of the SRO program shall be made available for the School Board.

D. Attire

- 1. Because the SRO is expected to be known by the students and faculty first as a law enforcement officer, the SRO will wear full uniform.

ARTICLE III Rights and Duties of The Charter School

The Charter School shall, to the extent possible, provide to the full-time SRO of each school 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 office, which office shall contain a telephone which may be used for general business purposes;
2. A location for files and records which 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.

ARTICLE IV

Financing of the School Resource Officer Program

The Charter School agrees to pay for the period of this contract starting July 1, 2010 100% of the average annual salary of the deputies of the Sheriff multiplied by the number of SRO used. The Sheriff agrees to pay the balance of the cost from the funds received through the budget process with the BOCC. No other consideration will be required during the term of this Agreement for the in-school services called for herein.

ARTICLE V

Employment Status of School Resource Officers

School Resource Officers shall remain employees of the Sumter County Sheriff's Office, and shall not be employees of the Charter School. The Charter School and the Sheriff acknowledge that the School Resource Officers are Deputy Sheriffs who shall uphold the law under the direct supervision and control of the Sumter County Sheriff's Office. School Resource Officers shall remain responsive to the chain of command of the Sumter County Sheriff's Office.

ARTICLE VI

Appointment of School Resource Officers

The Sheriff or his designee, and the Principal of the school to which the SRO will be assigned shall select the SRO on the basis of the following evaluation criteria:

- A. The SRO must be a State Certified Law Enforcement Officer.
- B. The SRO must have the ability to deal effectively with students. The ages, and socio-economic, cultural and racial composition of the students of the particular school should be considered in making this evaluation.
- C. The SRO must have the ability to present a positive image and symbol of the entire law enforcement community.

A goal of the SRO program is to foster a positive image of law enforcement officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature that a positive image of the law enforcement agency is reflected. The SRO should sincerely want to work with the staff and students at the particular school to which he/she is assigned.

- D. The SRO must have the ability to provide good quality education services in the area of law enforcement. The educational background, experience, interest level and communication skills of the SRO must be of high caliber so that the SRO can effectively and accurately

provide resource teaching services.

- E. The SRO must have the desire and ability to work cooperatively with the Principal and his administrative staff.

ARTICLE VII

Dismissal of School Resource Officers; Replacement

- A. In the event that a Principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, a Principal may recommend to the Director of Education that the SRO be removed from the Charter School, and shall state the reasons there of in writing. Within a reasonable time after receiving the recommendation from a Principal, the Director of Education or his designee shall advise the Sheriff or his designee of the Principal's request. If the Sheriff so desires, the Director of Education and Sheriff, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned 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 the Sheriff does not seek mediation, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
- B. The Sheriff may dismiss or re-assign an SRO at any time he feels it is necessary. In the event an investigation into the actions of an SRO is needed, the Sheriff shall determine in what manner the investigation will be conducted.
- C. In the event of the resignation, dismissal or reassignment of an SRO, or in the case of long-term absences by an SRO, the Sheriff shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation' or reassignment. As soon as practicable, a permanent replacement for the position shall be recommended.

ARTICLE VIII

Termination of Agreement

Either party may terminate this Agreement 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. Either party, upon 120 days written notice, may terminate this Agreement without cause. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the Sheriff for all services performed to the date of termination. The Charter School shall be entitled to a prorated refund for that period of time when SRO services are not provided because of the termination of this Agreement.

ARTICLE IX

Good Faith

The Charter School, the Sheriff, the BOCC, 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 Director of Education, the Sheriff, and the BOCC Chair or their designees.

**ARTICLE X
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 hereafter made in writing and signed by the party to be charged.

**ARTICLE XI
Non-Assignment**

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the Charter School, the Sheriff, and the BOCC is obtained.

**ARTICLE XII
Merger**

This Agreement constitutes a 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.

The Villages Charter School, Inc.

By: _____

Gary Lester, Chair

Date: _____

8-24-10

The Sumter County Sheriff's Office
William O. "Bill" Farmer, Jr.
Sheriff of Sumter County

By: _____

William O. "Bill" Farmer

Date: _____

07-15-10

The Sumter County Board of
County Commissioners

By: _____

Doug Gilpin, Chair

Date: _____

JUL 13 2010